Collective Agreement

between
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1281
(hereinafter referred to as "The Union")

CUPE 1281
Canadian Union of Public Employees

and

UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY
FACULTY ASSOCIATION
(hereinafter referred to as "The Employer")

Expires June 30th, 2029

Table of Contents

Article 1:Definitions 4

Article 2: Purpose of the Agreement 5

Article 3: Employer's Rights 6

Article 4: Recognition 7

Article 5: Healthy Work Environment 7

Article 6: Union Security 10

Article 7: Job Descriptions 12

Article 8: No Contracting Out 13

Article 9: Job Security, Vacancies and Appointments 13

Article 10: Acquainting of New Employees 14

Article 11: Labour-Management Committee (LMC) 15

Article 12: Negotiations, Bargaining and CUPE Assistance 15

Article 13: Grievances 16

Article 14: Arbitration and Mediation 18

Article 15: Seniority and Probation 19

Article 16: Discharge and Discipline 20

Article 17: Strikes, Lockouts and Third Party Picket Line Exemptions 21

Article 18: Filling of Vacancies / Hiring Process 22

Article 19: Internal Transfers 25

Article 20: Layoff, Recall and Termination of Employment 26

Article 21: Paid Holidays 28

Article 22: Paid Vacation 28

Article 23: Sick Leave and Long-Term Disability 29

Article 24: Leaves 30

Article 25: Training and Professional Development 39

Article 26: Payment of Wages, Allowances and Hours of Work 40

Article 27: Benefits and Pension 42

Article 28: Workplace Health & Safety 47

Article 29: Technology and Workplace Changes 48

Article 30: Conflict of interest 49

Article 31: Maintenance of Present Conditions and Benefits..... 50
Article 32: Salary and Compensation 50
Article 33: Duration and Term of the Agreement 51
APPENDIX A: Job Descriptions 52
LETTER OF UNDERSTANDING #1: RE: THE EMPLOYMENT OF CHRISTINE MCLAUGHLIN55
LETTER OF UNDERSTANDING #2: RE: THE EMPLOYMENT OF CHELSEA BAUER (2019) . 56
Letter of Understanding #3: University Pension Plan 57
Memorandum of Understandings: University Pension Plan 58

Article 1:Definitions

1.01 Agreement: The Collective Agreement between UOITFA (the Employer) and CUPE 1281 (the Union)

1.02 "Association" or University of Ontario Institute of Technology Faculty Association (UOITFA)

1.03 Day:
A calendar day of the week from Monday to Friday, excluding any Statutory holiday and all other holidays observed by the University.

1.04 Dependent Children:
Sons or daughters who are under 26 years of age who either live at home or are financially supported by the Employee

1.05 Employee:
Any individual employed by the Association who is also a member of the bargaining unit

1.06 Employer:
The UOIT Faculty Association .

1.07 Executive:
The Faculty Association Executive Committee, as defined by the UOITFA Constitution

1.08 Gender:
The pronoun "they" has been used in the present document to refer to the singular or the plural, and to provide gender-neutral language.

1.09 Labour-Management Committee:
A joint committee of the Union and the Employer, which meets regularly to discuss workplace matters of concern, as constituted per Article 11 (Labour Management Committee Meetings).

1.10 Parties:
The Union and the Association

1.11 President:
The President of the Association

1.12 Spouse:
A person married to any Employee, or co-habiting with an Employee continuously for not less than a period of one (1) year, inclusive of same sex partners

1.13 Staff Relations Committee (SRC):
The President, or designate, who is a member of the Executive, and two (2) other members of the Executive, as defined in Article 3.04.

1.14 Employer's Representative:
The President, or designate, who shall be from the Executive Committee, as defined in Article 3.05.

1.15 Term:
A UOIT academic term (counting spring and summer as a single term)

1.16 Union:
The Canadian Union of Public Employees (CUPE) and its Local 1281, whose authorized representatives include the Staff Representative, the President or designated members of the Executive.

1.17 In Writing:
Written notice from the Employer shall be sent to the Shop Steward, with a copy immediately sent to the President of the CUPE Local 1281 via e-mail at president@cupe1281.ca and to the Staff Representative at office@cupe1281.ca, with a hard copy at the earliest convenience, forwarded via regular mail to the union at #25 Wood Street, Suite 102, Toronto, Ontario, Canada M4Y 2P9.

1.18 University:
The University of Ontario Institute of Technology (UOIT)

Article 2: Purpose of the Agreement

2.01 The purpose of this Agreement is to:

(a) Maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Employees;

(b) Recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, to the Association and any other matters deemed necessary by the Parties;

(c) Promote the morale, well-being and security of all Employees in the bargaining unit of the Union;

(d) Promote the well-being and security of the Employer including encouraging the Employer's operations;

(e) Provide for an amicable method of settling differences which may arise;

(f) Affirm the commitment of both Parties to an environment free from harassment and discrimination.

Article 3: Employer's Rights

3.01 Employer's Exclusive Function
The Union agrees that subject to the terms of the Agreement, it is the exclusive function of the Association to: manage its businesses; direct the working forces (including but not limited to, determining schedules, shifts and hours) in a fair and equitable manner; suspend, discharge or discipline Employees for just cause; hire, promote, transfer and lay-off Employees; and to establish, maintain, enforce and alter rules and regulations covering the operation of the Association.

3.02 Consistency
It is hereby agreed that these functions shall be exercised in a manner consistent with, and subject to, the provisions of this Agreement. Any dispute over whether any of these functions are circumscribed and limited by this Agreement shall be decided through the grievance and arbitration procedures.

3.03 Not Discriminatory
The Employer shall exercise its functions in a fair, reasonable and equitable manner. The Employer shall not direct the working force in a discriminatory manner.

3.04 Staff Relations Committee (SRC)
Annually, within two weeks following the Association's Executive elections, the Employer shall appoint a SRC, that shall represent the Employer to the Union and Employees, in a manner that is consistent with the terms of this Agreement, and is not arbitrary, discriminatory or in bad faith. The SRC shall be comprised of the President, or designate who is a member of the Executive, and two (2) other members of the Executive. The Employer's representative shall Chair the SRC.

3.05 Employer's Representative
The Employer's Representative shall be assumed to be the Union's point of contact for all purposes of this Agreement, except where otherwise explicitly provided herein. Where the President appoints a designate to act as the Employer's Representative, the Union shall be notified immediately In Writing of the designate's name and time period for which this designate will serve as a replacement for the President. The designate shall be a member of the Executive.

3.06 Reporting
In order to efficiently carry out the provisions of this Agreement, each Employee shall report on a regular basis to the Employer's Representative indicating the number of days absent from work, the number of hours of overtime worked during the reporting period, and any professional development activities, as defined in Articles 21 (Paid Holidays), 22 (Paid Vacation), Article 23 (Sick Leave)

and 24 (Leaves). A copy of these records shall be provided by the Employer's Representative to the SRC by February 1, June 1, and October 1.

Article 4: Recognition

4.01 The Employer recognizes Local 1281 of the Canadian Union of Public Employees (CUPE) and its successors as the sole and exclusive bargaining agent for all of its present and future Employees and hereby agrees to negotiate with the Union, and any of its authorized committees, concerning all matters affecting the relationship between the Parties.

4.02 The bargaining unit includes all persons employed as staff by the Association in the City of Oshawa covered under this agreement except for Casual Employees, as per Article 9.04.

4.03 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative that may conflict with the terms of this Agreement.

4.04 Work of the Bargaining Unit
Persons whose jobs are not in the bargaining unit shall not perform any tasks which fall under the Job Descriptions in Appendix A of those in the bargaining unit, except in cases mutually agreed upon by the Employer and the Union.

4.05 Steward
On an annual basis, the Union shall appoint a Steward, who has been elected by and from the members of the bargaining unit as defined in Article 4.02 (Recognition), to represent them to the Employer, in a manner that is consistent with the terms of this Agreement, and is not arbitrary, discriminatory or in bad faith. The Steward shall be assumed to be the Employer's point of contact for all purposes of this Agreement, except where otherwise provided. Where there is no Steward elected or where the Steward requires representation, or a member requests, the Local's Service Coordinator or a member of the CUPE1281 Executive or designated Union representative shall be appointed to act as the point of contact with the Employer.

4.06 Name of Steward
The Union shall notify the Employer In Writing of the name of the Steward on an annual basis.

Article 5: Healthy Work Environment

5.01 No Discrimination
The Employer agrees that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to any Employee by reason of age; race; creed; colour; place of origin; ethnic origin; citizenship;

ancestry; native language; political or religious affiliation, beliefs or activities; gender; sexual orientation; gender identity; gender expression; class; marital status; family status; parental status; number of dependents; place of residence; Acquired Immune Deficiency Syndrome (AIDS), or Human Immune Deficiency Virus (HIV) status; handicap or disability; Union membership or activity; record of offences except where it relates to a bona fide qualification because of the nature of employment; nor by reason of the exercise of any of the rights contained in this Agreement. In respect of the above, every Employee has a right to equal treatment with respect to all aspects of employment including, but not restricted to, the distribution of work and opportunity for employment.

5.02 Legislation

The Union and the Employer agree to observe the provisions of the *Ontario Human Rights Commission* and the *Ontario Occupational Health and Safety Act* as well as other municipal provincial or federal laws, by-laws and regulations that apply to the Employer's operations. The Union and the Employer agree to observe and act in accordance with the Employer's policies and procedures as adopted from time to time. The Employees and the Employer agree to act in accordance with those provisions of the University's policies and procedures that have been adopted and/or accepted by the Employer and the Union and which are applicable to the Employer's operation.

5.03 Tests

No Employee or applicant for employment shall be required to submit to a blood test, lie detector test, or any other test for illness or drug dependency.

5.04 No Harassment

Harassment is a form of discrimination, including but not limited to sexual harassment, gender harassment, racial/ethnic harassment, ageism, personal harassment, harassment on the basis of sexual orientation and harassment on the basis of a disability. The Union and the Employer agree that there shall be no forms of harassment exercised or practiced with respect to any Employee or any applicant seeking to become an Employee. With respect to the above, harassment shall be defined as:

(a) Any pattern of improper behaviour which is offensive to any Employee and which one knows or ought reasonably to have known would be inappropriate or unwelcome; or,
(b) Objectionable conduct, comment or display made on either a one-time or continuous basis that demeans, offends, intimidates, belittles or causes personal humiliation or embarrassment to an Employee; or,
(c) Unwanted attention of a sexually oriented nature; or
(d) Implied or expressed promise of reward for complying with a sexually oriented request; or
(e) Implied or expressed threat of reprisal, actual reprisal or the denial of opportunity for the refusal to comply with a sexually oriented request; or

(f) A pattern of remarks or behaviour which may reasonably be perceived to create a negative working environment; or

(g) Offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demeans and belittles an individual(s) and/or causes personal humiliation.

5.05 Harassment from Executive Members

Harassment from a member of the Faculty Association Executive shall be defined as a pattern of complaints not related to work performance, or any offensive comments and/or actions that demean an individual or cause personal humiliation. Additionally, harassment shall include isolated incidents of a serious nature that cause harm or humiliation to an Employee.

5.06 Personal/Performance Harassment

Any work-related or performance complaint expressed in a public forum or not addressed to the Employer's Representative, whether expressed by the Employer, a duly elected or appointed member of the Executive Committee, or an Employee, shall also be defined as harassment.

5.07 Affirmative Action

Nothing under Article 5 (Healthy Work Environment) shall be construed as a barrier to the formulation or implementation of any affirmative action plan mutually agreed upon by the Union and the Employer.

5.08 Personal Services

The rules, regulations and requirements of employment shall be limited to matters pertaining to the work requirements of each Employee. Employees are not required to do personal services that are not connected with the operation of the Employer.

5.09 Denial of Service

The Employer recognizes the right of staff to refuse service to individuals that behave belligerently or abusively, or that contravene the University's policies related to harassment, discrimination in accordance with the following procedures:

(a) Where the actions of any individual pose a threat to the safety and security of any other individual, Employees must take appropriate steps to immediately notify the University's Security.

(b) An Employee who refuses service to an individual must immediately notify their supervisor of the incident. The Employee may then choose to refrain from discussing the incident further, until such time as written notice of the incident has been provided in accordance with articles 5.09 (c) and (d) (Healthy Work Environment- Denial of Service), except where an imminent threat to the safety and security of any individual remains, in which case the Employee shall have the right to be accompanied by the Steward for any discussion, or by any other Employee of their choosing where the Steward may not be immediately available.

(c) An Employee who refuses service to an individual must immediately notify the Steward In Writing of the incident as soon as reasonably possible, and in all cases within one (1) business day following the incident. Such written notice shall include the date, time, and location of the incident, a full account of the circumstances that led to a denial of service and a list of witnesses to the incident where possible.

(d) The Steward shall provide the Employer with a copy of the written notice as soon as is reasonably possible, and in all cases within one (1) business day of receiving it from the Employee.

(e) A meeting between the Employee, the Employer, and the Steward shall be held as soon as is reasonably possible, and in all cases within five (5) working days following the incident, the purpose of such a meeting being to discuss the circumstances which led to a denial of service, to identify any strategies which could be used in future similar situations, and to initiate any resolutions satisfactory to both the Union and the Employer.

(f) Reasonable delays based on priority and queuing factors are normal in daily operations; this will not be considered denial of service.

(g) Within five (5) Days of the meeting in 5.09 (e), the Employer shall provide the Union a written response detailing the resolutions of the denial of service meeting and outlining agreed upon strategies to deal with the situation.

Article 6: Union Security

6.01 Compulsory Membership

The Employer agrees that all Employees shall become and remain members in good standing of the Union, during the life of the Agreement. All future Employees of the Employer shall become and remain members of the Union within 30 days of employment with the Employer, subject to the provision of Article 15.01 (Seniority and Probation – Probationary Period) governing the probationary period.

6.02 Representation

No Employee or group of Employees shall represent the Union in any meeting with the Employer without proper authorization of the Union.

6.03 Assistance of CUPE 1281

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in settlement of grievances as defined in Article 13 (Grievances) and to contact workers at work, on matters with respect to this agreement or in its administration without loss of pay to the Employees. Such access shall be at a reasonable time on prior notice to the Employer and shall not unreasonably interfere with the operation of the Employer's business. They shall also have the support of the Employer, with prior notification, to book rooms in the University for Union business.

6.04 Collective Bargaining
Employees shall be entitled to use reasonable time during working hours for purposes of collective bargaining and to carry out the administration of this agreement. Time spent performing these functions shall be considered time worked for the Association.

6.05 Meetings of the Union
Employees shall be entitled to reasonable time during working hours without loss of pay or benefits to attend meetings of the local Union.

6.06 Deduction of Union Dues
The Employer agrees to arrange for the deduction each month from the salaries of Employees 2.5 %, or any amount authorized as union dues, and to transmit the monies as collected to the Union together with the Union's Dues Form. Such form or its substitute shall include a list of Employees for whom such deductions were made, the amount of deductions for each Employee, and the pay period for which such deductions were deducted. Such transmission shall occur no later than the 20th of the month following the month in which the deductions were made.

6.07 Service to the Union
An Employee's service to the Union shall be treated in the same manner as duties performed for the Association except as specified under Union Leave in Article 24.10 (Leaves - Retention of Seniority).

6.08 Union Right to Present at Meetings
A Union representative shall have the right to make representations at Executive and Association meetings, with the consent of the Chair, and as duly scheduled in the agenda.

6.09 Right to Union Representation
Employees have the right to be accompanied by a representative of the Union at any meeting with the Employer regarding their terms and conditions of employment.

6.10 List of Union Representatives
The Union shall provide the Employer with a current list of Union representatives from time to time with whom the Employer would be expected to deal in regard to the administration of this Agreement. Such list shall be provided In Writing when change happens, including annually, normally within one (1) month of the CUPE 1281 annual Convention where Executive members are elected. It shall not discriminate against any Employee for carrying out the duties proper to their positions.

6.11 Right to Copies of Correspondence
The Union shall receive copies of all correspondence sent to Employees related to the terms and conditions of their employment with the Association.

6.12 Use of Office Supplies
For the purposes of administering this Agreement, the Employer shall provide the Union with the use of office supplies and photocopying.

6.13 Executive Introduction to Union
The Union shall meet with the members of the newly elected Executive within one (1) month after taking office for an introduction session to the Collective Agreement and the Union.

6.14 Correspondence to the Union
Where notice from the Employer shall be sent to the Shop Steward, with a copy immediately sent to the President of the CUPE Local 1281 via e-mail at president@cupe1281.ca and to the Staff Representative at office@cupe1281.ca, with a hard copy at the earliest convenience, forwarded via regular mail to the Union at #25 Wood Street, Suite 102, Toronto, Ontario, Canada M4Y 2P9.
Written notice from the Union shall be sent to the Association President via e-mail at president@uoitfa.ca with a hard copy at the earliest convenience, forwarded via regular mail to the Association at Ontario Tech University (UOIT), 2000 Simcoe St. N., Oshawa, ON, L1H 7K4.

6.15 Personnel files and Confidentiality
All personnel files shall be kept only in hard copy format in a securely locked location on the employer's premises.

An Employee shall have the right, with two (2) Days notice, to have access to and review their personnel file, while accompanied by the Employer's Representative, and shall have the right to respond In Writing to any document contained therein. Such response shall remain on file for as long as the document remains on file.

An Employee's personnel file shall be confidential and shall not be revealed to anyone other than the Employer's Representative.

Article 7: Job Descriptions

7.01 The Employer agrees to provide the Union with job descriptions for all positions included under Article 4.02 (Recognition). These descriptions shall be mutually agreed upon and shall be included in Appendix A, which shall form a part of this Agreement and which shall be recognized by the Union and the Employer as the job descriptions.

7.02 Changes in Job Descriptions

When a job description is changed, modified, or newly created, with the consent of the Union In Writing, such job description will immediately be appended to this Agreement, and shall include the date it was appended.

Article 8: No Contracting Out

8.01 Commitment to Full-time Work
The Union and the Employer share the objective of providing regular full-time employment and job security to the extent that it is possible and mutually agreeable. Temporary Employees and part-time Employees shall not be hired, and contracting-out shall not be utilized, so as to result in the displacement, transfer or layoff of bargaining unit members. When a casual position of more than 24 hours/week is created, the Employer must consult with the Union to establish the job description and ensure no bargaining unit member is displaced. The Employer shall provide the Union with the Job Description when it is finalized.

8.02 The Employer agrees that individuals who are not members of the bargaining unit shall not perform the work of bargaining unit members except with the mutual agreement of the Union and the Employer, In Writing.

8.03 The Employer agrees that no work or services performed by Employees shall be subcontracted, leased, assigned, transferred or conveyed in whole or in part to any other person, company or non-Employee, including members of the Executive or members of UOITFA, except with agreement of the Union and the Employer, In Writing.

8.04 Notwithstanding the above articles, the Employer has the right to hire non-bargaining unit members to provide guidance, advice and assistance in bargaining with the Union.

Article 9: Job Security, Vacancies and Appointments

9.01 Letter of Appointment
All Employees shall be provided with a letter of appointment outlining the terms and conditions of their employment. A copy of this Agreement shall be provided at the start of their employment with the Association.

9.02 Bargaining Unit Work
Only Employees hired according to the process specified in Article 18 (Filling of Vacancies / Hiring Process) or transferred in accordance with Article 19 (Internal Transfers) may perform bargaining unit work, as set out in the Job Descriptions, except Limited Term and Casual Part-Time Employees as defined in Articles 9.03 (Job Security, Vacancies and Appointments - Limited Term and Casual Part-Time Appointments).
and 9.04 (Job Security, Vacancies and Appointments).

9.03 Limited Term Appointments

Employees shall only be appointed to positions on a Limited Term basis for a maximum of twenty-four (24) months in the following situations:

a) as a replacement for a continuing Employee on leave, as provided for in Article 18 (Filling of Vacancies / Hiring Process); or
b) to perform duties in relation to job action by the Association; or
c) to fill positions which are designated by the Employer as temporary, or experimental; or
d) for any other purpose which is agreed to, In Writing, by both the Employer and the Union.

9.04 Casual Employees

Casual Employees are not members of the bargaining unit, and their number of hours of work may vary from week to week. A casual part-time Employee may only be appointed in the following situations:

a) to complete a special project expected to last less than eighty (80) days; or
b) to provide office coverage in the event of the absence of regular permanent Employees; or
c) for any other purpose which is agreed to, In Writing, by both the Employer and the Union.

9.05 Creation of Permanent Positions

If any Limited Term or Casual position is to be subsequently made permanent, the Union and the Employer must mutually agree to amend Appendix A to include such a new Job Description of the position. The process for filling vacancies as defined under Article 18 (Filling of Vacancies / Hiring Process) shall then be followed. For the purposes of filling any permanent position, Limited Term or Casual Employees shall not be treated as internal candidates.

9.06 Notification

Where an appointment is made under Article 9.03 (Job Security, Vacancies and Appointments – Limited Term Appointments) or 9.04 (Job Security, Vacancies and Appointments – Casual Employees), the Employer shall notify the Union In Writing, including Job Descriptions as per Article 8.01 (No Contracting Out – Commitment to Full-Time Work).

Article 10: Acquainting of New Employees

10.01 Acquainting of New Employees

The Employer agrees to inform new Employees that the Agreement is in effect and to inform them of the conditions of employment set out in Article 6 dealing with Union Security, including Dues Check-off. It will be the responsibility of the Union to convey to the new Employee all information concerning benefits of membership in

the Union. Notwithstanding the above, the Parties recognize the Employer's right and duty to conduct orientation sessions for new Employees.

10.02 Employee Introduction to Union
Upon the Employee's commencing employment, the Employer shall introduce the new Employee to their Steward, shall provide them with a copy of the Collective Agreement, and shall provide space in the workplace for the Steward and an authorized Union Representative to conduct a one-hour orientation session on the Agreement during works hours.

Article 11: Labour-Management Committee (LMC)

11.01 Labour-Management Committee
The Labour-Management Committee (LMC) shall be composed of two (2) members of SRC and two (2) members of the bargaining unit. Additionally, members of the bargaining unit have the right to invite a representative of the Union to attend, and shall notify the Employer members of the committee in advance of the meeting if a representative of the Union is to attend a meeting.

11.02 Structure of Meetings
LMC meetings shall be scheduled at the request of either party. Unless the Parties mutually agree otherwise, subsequent to such a request, a meeting shall take place within a period of ten (10) Days. Normally, there shall be one meeting in the Fall Term and one meeting in the Winter Term, unless the Parties mutually agree to not meet in a given Term. LMC meetings are for the purpose of discussing matters of mutual concern, and minutes shall be taken on a rotating basis with an agenda available before meetings.

11.03 Scope of Discussions
It is understood that LMC meetings shall not deal with matters which are properly the subject of collective bargaining or the administration of the Agreement with respect to grievances and disciplines and personnel matters, unless otherwise mutually agreed to by the Parties.

11.04 Recommendations
The LMC may forward recommendations to the Union and/or the Employer.

11.05 Time off for Union Duties
Time spent by Employees in LMC meetings shall be considered to be time worked.

Article 12: Negotiations, Bargaining and CUPE Assistance

12.01 Negotiations Committees

a) The Union shall be entitled to select a negotiating committee of no more than three (3) persons and not less than two (2) persons, one of whom shall be a representative appointed by the Union's Local to authorize bargaining for the Union. The Employer shall select a negotiating committee of not more than three (3) persons, and at least one of whom shall be the Employer's Representative.

b) The Union and the Employer shall advise each other of the names of the members of its negotiating committee at the time it gives notice to bargain. The names of the negotiating committee members must be exchanged within five (5) business days of the notice to bargain being received.

12.02 Outside Assistance

In accordance with the CUPE 1281 by-laws, the Union shall have the right to have the assistance of representatives of the CUPE when negotiating with the Employer. The Employer shall have the right to have the assistance of a representative when negotiating with the Union

12.03 Time Off for Union Duties

The Employees selected by the Union to represent it on the negotiating committee shall be entitled to attend all Union/Employer negotiating meetings held within working hours without loss of remuneration. Time spent for the purpose of negotiation meetings with the Employer shall not be considered or calculated as overtime, and shall be counted as regular work time and paid at a ratio of one to one hour.

Article 13: Grievances

13.01 Definition

A grievance is defined as any difference or dispute between the Parties to this Agreement, relating to the interpretation, application, administration or alleged violation of this Agreement. A grievance shall also include any dispute as to whether a matter is grievable or arbitrable.

13.02 Grievance Procedure

Grievances shall be dealt with in the following manner.

Step One: Where an Employee has a grievance, they shall discuss the matter with the Employer's Representative within thirty (30) business days after the Employee becomes aware, or reasonably ought to have become aware, of the occurrence of the circumstances giving rise to the grievance. If the meeting is not satisfactory to the grievor or the Union, the grievance may proceed to Step Two.

Step Two: If there is no satisfactory settlement at Step One, the dispute shall be submitted In Writing, to the Executive within fifteen (15) Days. The Executive shall meet with the Union within ten (10) Days of submission of the written grievance; such meeting shall include an authorized Union representative, and the grievor has the right to attend. The Executive shall provide its decision, In Writing, to the Union and the grievor, within ten (10) Days of such meeting.

Step Three: The Union may refer the matter to final and binding Arbitration within twenty (20) Days of receipt of the decision at Step Two.

13.03 (a) If the Union, an Employee, or a group of Employees chooses to grieve a particular situation, or withdraw a grievance at any stage, such action or lack of action shall be entirely without prejudice to any future grievance.

(b) The time limits may be extended by mutual agreement.

(c) Where no answer is given within the time limits specified herein, the grievor or the Union shall be entitled to proceed to the next step of the Grievance Procedure.

(d) The Union and its representatives shall have the right to file a grievance on behalf of the Union, and to seek redress with the Employer in the manner provided for in this Article. Such grievances may be initiated at Step Two.

13.04 Group Grievance
A group grievance, resulting from a consolidation of similar individual grievances seeking common redress, may be initiated at Step Two under Article 13.02 (Grievances - Grievance Procedure).

13.05 Policy Grievance
A policy grievance, defined as involving a question of general application or interpretation of this Agreement, may be initiated at Step Two under Article 13.02 (Grievances - Grievance Procedure).

13.06 Technical Objections to Grievance
An arbitrator or Arbitration Board shall have the power to allow any necessary amendments to the grievance in order to determine the real matter in dispute and to render a decision which they deem just and equitable. The arbitrator may extend the time for any step in the grievance or arbitration procedure, despite the expiration of time, if they are satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.

13.07 Confidentiality

The Employer recognizes the principle of confidentiality and agrees that the identity of any grievor(s), and the fact and substance of any grievance shall be kept strictly confidential between the Employee(s) and the authorized Union Representative, the President (or their designate from the SRC), and the Steward or any representative of the Union or Employer who is directly involved in the grievance. Further, the aforementioned grievance information shall only be made available to the entire Executive in the event that the information is required for the Executive to make an informed decision.

Article 14: Arbitration and Mediation

14.01(a) Selection of Arbitrator

The party referring a grievance to arbitration shall, in its notice of intent to proceed to arbitration, suggest a person to serve as a single arbitrator. The other party shall respond within ten (10) working days either agreeing to the arbitrator or suggesting alternative arbitrators.

14.01(b) Where a single arbitrator has been agreed upon by both representatives, the party requesting the arbitration shall contact the arbitrator and request that they set a place, time and date for the hearing. If the date of the hearing is not within ninety (90) days of the request, either party may reject the arbitrator and suggest alternatives.

14.01(c) Where the representatives are unable to agree upon a single arbitrator or where two arbitrators have been selected but declined or were unable to set a hearing within ninety days, either party shall request, In Writing, to the Minister of Labour that they appoint an arbitrator.

14.01(d) The Parties shall jointly and equally bear the fees and expenses of the arbitrator.

14.02 Authority of Arbitrator

The Arbitrator shall have no authority to add to, subtract from, modify, or alter the provisions of this Agreement unless all Parties have expressly agreed, In Writing, to give the Arbitrator specific authority to do so, or to make an award which has such effect.

14.03 At any point in the grievance procedure outlined in Article 13 (Grievances), the Union or the Employer may elect to proceed by way of mediation, with the consent of the other Party. If no mediated solution is reached, the grieving party may then proceed by way of arbitration, beginning at Step Three in Article 13.02 (Grievances - Grievance Procedure).

14.04 Selection of a Mediator

Within ten (10) days of agreeing to go to mediation, either Party may suggest a person to serve as a mediator. The other Party shall respond within ten (10) Days either agreeing to the Mediator or suggesting alternative mediators.

14.04 (a) Where a mediator has been agreed upon by the Parties, the Mediator shall be requested, In Writing, to set a time and date for the mediation. If the date of the hearing is not within thirty (30) days of the request, either party may reject the Mediator and suggest alternatives.

14.04 (b) Where the Parties are unable to agree upon a mediator or where two mediators have been selected but declined or were unable to set a hearing within thirty (30) calendar Days, either Party shall request, In Writing, that the Ministry of Labour appoint the Mediator.

14.04 (c) The Parties shall jointly and equally bear the fees and expenses of the Mediator.

14.05 Authority of the Mediator
The mediator's purpose is to assist the Parties in reaching a settlement of the issues in dispute. The mediator shall have no authority to add to, subtract from, modify or change the provisions of the Agreement, unless the Parties have expressly agreed In Writing, to give the mediator specific authority to do so, or to make an award which has such effect.

Article 15: Seniority and Probation

15.01 Probationary Period
Except as provided for in Articles 9.03 (Job Security, Vacancies and Appointments - Limited Term and Casual Part-Time Appointments) and 9.04 (Job Security, Vacancies and Appointments), new Employees shall be hired as continuing Employees and shall be required to complete a four (4) month probationary period, except as in accordance with 15.02.

15.02 The Employer shall have the option to waive the probationary period.

15.03 During the probationary period, Employees shall have all rights under this Agreement, except with respect to termination. The Employer must show sufficient cause for any termination of an Employee during the probationary period. At the end of the probationary period, the Employee shall become a permanent Employee on continuous appointment pursuant to the evaluation process as specified in Articles 15.04 and 15.05 (Seniority and Probation).

15.04 During the final twenty (20) Days of a full-time Employee's probationary

period, the Employer shall meet with the Employee to review their work. In preparation for the meeting, the Employer may solicit information from other staff or members of the Association who have regularly and directly worked with the Employee during the probationary period. In such cases, the Employer shall consult with the Employee on a list of people who shall be solicited. The Employer will solicit information from at least two (2) individuals suggested by the Employee, and can also solicit information from the same number of individuals of the Employer's choosing. Any concerns that may have negative impact on the Employee's successful completion of probation must be shared with the probationary Employee prior to any decision about permanence, and the Employer must provide supporting evidence to show there is sufficient cause to believe such concerns are valid. Concerns regarding performance should normally be raised with Employees as soon as possible during the probationary period.

15.05 In the case of a denial of permanency, the Employer shall notify the Employee and the Union In Writing of such decision, and shall provide reasons In Writing to the employee, prior to completion of the probationary period.

Article 16: Discharge and Discipline

16.01 An Employee must be informed of any complaint or accusation, which may be detrimental to their advancement or reputation, when the complaint or accusation is made. Copies of written complaints or accusations shall be provided to the Employee. If the basis of the complaint cannot be reasonably substantiated, the complaint must be dismissed and expunged immediately, and shall not be used against the Employee in any way.

16.02 General Definitions
An Employee may be disciplined only for just cause. Such disciplinary measures shall be reasonable and commensurate with the seriousness of the violations, and consistent between Employees and with past practice.

16.03 The only disciplinary measures that may be taken are the following, and such measures must only be applied in the following order:
i) notification of a meeting to discuss discipline (which shall include a brief but clear statement of the allegations, which form the basis of the complaint, as well as the time, place, and date of the meeting, and shall inform the employee of their right to Union representation at the meeting).
ii) a letter of warning
iii) a letter of reprimand
iv) suspension(s) with pay
v) suspension(s) without pay
vi) dismissal for just cause

All of the above disciplinary measures must be communicated to the Employee, In Writing, with a copy provided to the Steward and the Union at the same time.

Suspension is the act of the Employer in relieving an Employee of all duties for cause without their consent.

Dismissal for cause means the termination of an appointment by the Employer without the consent of the Employee. It is understood by the Parties that neither the expiry of a Limited Term Appointment nor the lay-off of a regular or Limited Term Appointment Employee pursuant to Article 20 (Layoff, Recall and Termination of Employment) shall constitute unjust dismissal.

16.04 An Employee shall have the right to have a Union representative present at any discussion with the Employer which the Employee believes might lead to discipline or which is included in the list of disciplinary measures in 16.03 i. through vi (Discharge and Discipline).

16.05 Confidentiality
The Employer and the Union agree that all correspondence and meetings relating to disciplinary procedures shall be kept strictly confidential between the Employee and the authorized Union Representative, the President (or designate from the SRC), and the Steward or any representative of the Union or Employer who is directly involved in the investigation and processing of the complaint. Further the aforementioned disciplinary information shall only be made available to the entire Executive in the event that the information is required for the Executive to make an informed decision.

16.06 Notwithstanding the above, where an Employee's misconduct is of an extreme nature such as concerns for safety to others and fraud, the Employer reserves the right to discipline an Employee for just cause, without first following the Steps in Article 16.03. The onus of just cause is on the Employer and if the Employer cannot prove just cause, the Employee shall be reinstated with full pay and benefits retroactive to the date of termination without any seniority change.

16.07 The record of a disciplinary action, including matters forming the basis of or raised during such a disciplinary action, will be removed from the member's personnel file, and will not be referred to or used against an Employee after a period of eighteen (18) months following such an action.

Article 17: Strikes, Lockouts and Third Party Picket Line Exemptions

17.01 There shall be no strikes or lockouts (as defined in the *Ontario Labour Relations Act*) as long as this Collective Agreement continues to operate, except as provided for in Article 34.

17.02 The Employer agrees that no Employee shall be subject to discipline or dismissal for refusing to cross an established legal picket line or refusal to handle goods for an employer where a strike or lockout is in effect.

17.03 The Association shall make every reasonable effort to provide alternate office space for the Employees during the strike or lockout of a union on campus. If alternate space is not available, Employees shall be permitted to work from home.

17.04 The Employer shall not request, require or direct members of the bargaining unit to perform work resulting from strikes or lockouts that would have been carried out by those persons on strike or locked out. Additionally, it shall not request, require or direct members of the bargaining unit to perform work that would be in direct support of any employer affected by a strike or lockout except for during a strike or lockout of the Association.

17.05 The Employer shall, where possible, meet off-campus prior to and in no case more than one [1] day after the start of any strike or lockout, in which case the meeting shall be off-campus, to determine procedures for the functioning of the Association office during a strike or lockout on campus.

Article 18: Filling of Vacancies / Hiring Process

18.01 Definition of Vacancy
For the purposes of Article 18, "Vacancy" shall be defined as any position listed under Appendix A, which becomes vacant whether through sick leave, leave of absence, layoff, discharge, resignation, or retirement, or any full-time and permanent position created by the Employer which has yet to be hired for the first time. The filling of vacancies for temporary or part-time positions that are not bargaining unit positions shall not be subject to any provision under this Agreement.

18.02 Notice of Vacancy
In the event of a vacancy, the Employer shall take steps to inform all Employees of such vacancy In Writing, which will include providing written notice to the Union.

18.03 Examination of Vacant Positions
In the event of a vacancy, and prior to any action under this Agreement to fill such vacancy, the Union and Employer shall attend a meeting to discuss the job description for the vacant position. The Employer shall provide the Union with two (2) days' notice of this meeting. In accordance with other provisions of this Agreement, the Union and Employer must mutually agree to amend any job description, or portion thereof.

18.04 Recall of Employees on Layoff
No new Employees shall be hired when there are Employees on layoff who are qualified and willing to do the job, and able to start work within ten working days.

Accordingly, the recall process as defined in Article 20 (Layoff, Recall and Termination of Employment) must be satisfied prior to undertaking any internal transfer or hiring process.

18.05 Hiring Committee

A hiring committee (herein for the remainder of Article 18 (Filling of Vacancies / Hiring Process) referred to as "the Committee") shall be appointed for the purposes of undertaking the hiring process for any vacancy that exists. The Committee shall consist of one member appointed by the Union, the supervisor of the vacant position and a member appointed by the Employer from the Executive. The Employer's representative shall notify the Union of the creation of the Committee, following which both the Union and the Employer will have five (5) business days to appoint their respective members.

18.06 Union Representative

The Union representative on the Committee shall have full speaking and voting rights in the hiring process up to and including the recommendation, and shall normally be a bargaining unit member. An authorized representative of the Union will participate as an observer when members of the bargaining unit are not available.

18.07 Hiring Process Determination

The Committee shall determine the best qualifications for the vacancy, and the criteria and process to be used for evaluating applicants. These qualifications, criteria and process must be established in a fair and equitable manner, so as not to be discriminatory, and in a manner that will attract the best applicants to the position. The Committee shall not have the authority to alter or amend the job description in any way, without consent of the Union.

18.08 Job Posting

The Committee shall draft a posting for a vacancy, which will contain the position title, the nature of the position, the defined responsibilities contained within the position description under Appendix A, the qualifications, required knowledge and education, skill, shift, wage rate, the method for properly applying, the preferred format for applications, and the deadline by which applications must be submitted.

18.09 Internal Posting Period

The posting for a vacancy shall be first advertised internally, for a period of five (5) business days during which time Employees may submit an internal application, and the process will continue as described in Article 18 (Filling of Vacancies / Hiring Process).

18.10 External Advertising

Where no application has been received from an Internal Applicant, or where the requirements of Article 18 (Filling of Vacancies / Hiring Process) have been fulfilled and a vacancy still exists, the Committee shall propose to the Employer the best

manner in which to advertise the position to potential external applicants. Based on the Committee's proposal, the decision on methods to be taken to advertise the position shall be the sole purview of the Employer.

18.11 Evaluation and Recommendation

The Committee shall endeavor to evaluate the applicants based on the criteria established at the start of the hiring process in accordance with Article 18.07 (Filling of Vacancies / Hiring Process – Hiring Process Determination). Based on these evaluations, the Committee shall recommend the most appropriate applicant to the Employer.

18.12 Non-Unanimous Recommendations

Where a unanimous recommendation from the Committee members is not possible the Committee may

(a) Issue "majority" and "minority" recommendations, outlining the supporting rationale for two candidates

(b) Propose to the Employer further steps to be taken to identify the most appropriate applicant, which may include re-inviting previous applicants to a subsequent interview

18.13 Hiring Decision

In accordance with Article 3.01(c) (Employer's Rights - Employer's Exclusive Function), the final hiring decision shall be the sole purview of the Employer, who may accept or reject any recommendation made by the Committee under Article 18.11 (Filling of Vacancies / Hiring Process – Evaluation and Recommendation). The Employer has the responsibility of informing the chosen candidate of the decision.

18.14 Starting Salary

The starting salary of all new Professional Employees shall be at least the Salary Floor as defined in Article 33 (Term of Agreement). The starting salary of all new Administrative Employees shall be set no lower than the Grade and Step Level as defined in Article 33.

18.15 Training Period

The Employer is responsible for ensuring that an Employee upon hiring is provided with proper and adequate training in the fulfillment of the duties of their position, including general office orientation and an introduction to policies and procedures.

18.16 Vacant Position due to Leave of Absence

When a bargaining unit position becomes vacant due to a leave of absence, a hiring committee shall be struck within ten (10) Days following the approval of the Employee's leave. The union recognizes that this timeline may be difficult under certain circumstances. Where the ten (10) Days is not possible, a hiring committee must be struck within the first six (6) weeks of the leave term.

18.17 Advertising Postings

Positions shall be posted, at least, on the Canadian Organization of Faculty Association Staff (COFAS) listserv, the UOITFA website and in a prominent location within the workplace.

Article 19: Internal Transfers

19.01 Seniority

All Employees shall hold positions on the seniority list according to their accrued length of service from the date of their commencement of employment with UOITFA. Seniority for part-time and casual Employees shall be calculated on an hourly basis with 1820 hours equaling one year of service.

19.02 Provided an Employee has not resigned their position and has not been discharged in accordance with Article 16 (Discharge and Discipline), they shall retain their seniority upon leaving employment with the Association for a period of twenty-four (24) months and shall be considered to be an internal applicant for any vacancy within this period.

19.03 When a vacancy or new position is posted in accordance with this Article and there are internal applicants, the most senior qualified internal applicant shall be appointed to fill the vacancy. The Employee must serve in this position for eighty (80) Days. Following this period, the Employee shall be confirmed in the position subject to a review as specified in Article 15 (Seniority and Probation). If an Employee is deemed to be unable to fulfill the normal requirements of their new position through the review process, they shall be returned to their former position, unless the Employee was not employed by the Association at the time of appointment to the new position. An Employee may also request to be returned to their former position, In Writing, any time during this period if applicable. In either of these cases, if there was a change to the Employee's salary as a result of the appointment, the Employee shall return to their prior salary.

19.04 To fill the vacancy created by the Employee's appointment under Article 19.03 (Internal Transfers) during the eighty (80) day period of initial service, the SRC determine whether a Limited Term appointment shall be made as specified in Article 9 (Job Security, Vacancies and Appointments). Subsequent to the confirmation of the Employee in their new positions, the Limited Term Employee's appointment shall be converted to a Continuous Full-Time appointment with a probationary period as specified in Article 15.01(Seniority and Probation – Probationary Period). The eighty (80) days worked as a Limited Term Employee shall count towards the four months probationary period.

Article 20: Layoff, Recall and Termination of Employment

Layoffs

20.01 No lay-off of Employees in the bargaining unit shall occur unless the Employer declares and demonstrates that a *bona fide* financial exigency exists, which cannot be alleviated without the lay-off or partial lay-off of a member or members of the bargaining unit.

Financial Exigency

20.02 A *bona fide* financial exigency shall exist only when the long-term financial viability of the organization is seriously threatened and when drastic financial measures are necessary.

20.03 Layoffs shall be used to help correct a state of financial exigency only to the extent required to meet the financial exigency and only in the absence of reasonable alternative measures.

20.04 Prior to the formation of the Financial Review Committee (FRC), herein for the remainder of Article 20 referred to as "the Committee", in Article 20.06 (Layoff, Recall and Termination of Employment), the Employer shall inform the Union of its consideration of a declaration of financial exigency. At that time, the Union shall be provided with all information it considers necessary to assess the financial position of the Employer.

20.05 A Financial Commission shall be established by the Parties consisting of two (2) representatives chosen by the Employer and two (2) representatives chosen by the Union, one of whom shall be from the bargaining unit and one (1) of whom shall be designated by CUPE Local 1281 as an authorized representative of the Union. An external chairperson shall be selected jointly by the Parties. The Commission shall be established within one (1) month of the notification in Article 20.04.

20.06 The Terms of Reference for the Financial Commission shall be

a) To assess whether in the light of a full examination of the Association's financial situation, the Association has a financial exigency involving deficits which continue for more than one (1) financial year, which are predicted by generally accepted accounting principles to continue, and the persistence of which will seriously inhibit the Association's ability to fulfill its mandate; and
b) To assess whether a decision to resolve a financial exigency through layoffs of an Employee or Employees of the bargaining unit is necessary; and
c) To report to the Executive and the Union within sixty (60) days of its establishment.

20.07 The Commission shall have access to any and all data and documents which it deems relevant to its study and shall have the power to call for submission from any

individual or group it chooses.

20.08 Should the Commission find that it is not necessary to declare a state of financial exigency the Association shall not be entitled to do so.

20.09 The Parties agree that no later than one (1) week following a declaration of financial exigency pursuant to this Article, the Parties shall meet in an effort to find methods of reducing expenditures under this Collective Agreement which could avoid or reduce the number of layoffs in the bargaining unit.

20.10 Commencing on the date of notice specified in Article 20.04, there shall be a freeze on all hiring and work contracted out in the area of work normally performed by members of the bargaining unit. Such freeze shall continue for two years after the final lay-off made pursuant to the financial exigency or until all laid-off Employees have been recalled or declined recall.

20.11 Within fifteen (15) days of the declaration of financial exigency, either party may refer any dispute concerning financial exigency directly to final and binding arbitration under Article 14 (Arbitration and Mediation). The Employer agrees not to implement any layoff until the dispute is resolved.

Notice of Layoff

20.12 The Association shall comply with the *Employment Standards Act* in giving notice to Employees about layoffs.

Right of Recall

20.13 All laid off Employees shall have recall rights for two (2) years subsequent to layoff and shall have a right of first refusal in order of seniority over new appointments for which they are qualified during this two-year period.

20.14 An Employee who is recalled shall have one week to decide whether to accept the offer and four (4) weeks from the date of notification to report for work. The Employer may extend these periods.

Severance

20.15 Full laid-off Employees shall receive one month's salary for each year of service with the Association, with a minimum of three (3) months' and up to a maximum of twelve (12) months' salary. Partially laid-off Employees shall receive the difference between the new part-time salary and the pre-lay-off salary (over and above the new part-time salary) for one month for each year of service with the Association, with a minimum of three (3) months and up to a maximum of twelve (12) months.

Resignation

20.16 Full-time Employees shall give as much notice as possible, and not less than two (2) weeks' notice, of their intent to resign from employment with the Association.

20.17 Part-time Employees shall give two (2) weeks' notice of their intent to resign from employment with the Association.

20.18 Termination of Employment
An Employee leaving the service of the Association for any reason shall be entitled to all vacation pay owing to their up to their last working day and shall be entitled to applicable unpaid overtime owing to their up to the last working day.

Article 21: Paid Holidays

21.01 Statutory and Annual Holidays
Employees shall be given the following paid holidays:

Family Day
Good Friday
Victoria Day
Canada Day (July 1)
August Civic Holiday
Labour Day
Thanksgiving Day

and the employee's normally scheduled hours between Christmas and New Year's Day; and all other days proclaimed as statutory holidays by the Federal, Provincial and/or Municipal governments, or the Employer; and when the University premises are closed or declared closed by the President.

When a holiday falls on a day that is not a regular working day, the first regular working day thereafter shall be considered the holiday.

21.02 The Employer recognizes that an Employee may, for religious reasons, wish to observe religious holidays other than or in addition to those listed in 21.01 (Paid Holidays - Statutory and Annual Holidays). In such cases the Employee shall notify the employer at least one week in advance of their intention to observe those religious holidays. The Employee shall be entitled to one (1) paid holiday for a religious holiday. If additional days are required, Employees may use accumulated vacation or lieu time, to observe such holidays.

Article 22: Paid Vacation

22.01 An Employee's vacation year begins with the first day of employment. Vacation entitlement will accrue annually at the appropriate rate based on years of service.

22.02 Employees shall accrue paid vacation in the following manner:

i) at the rate of 20 days per vacation entitlement year from the first year of employment through the fifth (5^{th}) year of employment;
ii) at the rate of 25 days per vacation entitlement year from the sixth (5^{6h}) year through the 14^{th} year of employment;
iii) at the rate of 30 days per vacation entitlement year from the fifteenth (15^{th}) year through the twenty-fourth (24^{th}) year;
iv) at the rate of 35 days per vacation entitlement year from the 25^{th} year onwards

22.03 Employees may carry over unused vacation into their next vacation period to a maximum of ten (10) Days.

22.04 Upon termination of employment, Employees, or the estate of an Employee who dies while employed by the Association, will be entitled to receive payment for any unused vacation entitlement.

Article 23: Sick Leave and Long-Term Disability

23.01 Definition of Sick Leave

Sick leave means the period of time an Employee is absent from work, with full pay, as a result of being ill or temporarily disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Worker's Compensation Act. An Employee's absence necessitated by the illness of their child or dependent shall be considered sick leave.

23.02 Notification of Sick Leave

An Employee unable to attend to their duties because of illness or accident shall advise Employer's Representative promptly. An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) Days, certifying that they are unable to carry out their duties. The cost of a medical certificate requested by the Employer's Representative shall be borne by the Employer.

23.03 Sick Leave Benefits

Sick leave with full pay and benefits shall be granted to each Employee for any illness or incapacity. Sick leave shall be earned at a rate of one (1) Day per month, to a maximum of twelve (12) Days per year.

23.04 Additional Sick Leave Benefits

Additional sick leave benefits will be provided by one of the following methods:

(a) The Employer agrees to negotiate with UOIT to include all Employees in the Association's members' benefits plan which shall include the same short-term and long- term disability benefits as those members, with the

employer's contribution paid by the Association. This is subject to acceptance by UOIT;

(b) As an alternate to a), the Employer agrees to register a Supplementary Unemployment Benefit (SUB) program for all Employees for illness, injury or quarantine that meets the requirements of subsection 37(2) of the Employment Insurance Regulations. Under this program, an Employee who has used up their sick leave benefits under 23.03 and who has applied for and receives Employment Insurance (E.I.) sickness benefits shall receive supplemental unemployment benefits equivalent to the difference between the E.I. benefits the employee is eligible to receive ninety-five (95) percent of their regular weekly wage for up to a maximum of seventeen (17) weeks, which includes the two-week period with no EI benefits. The Employer further agrees to begin the process of registering for this program without waiting for the outcome of the process in a) and can deregister this program if the process in a) is successful. Or

(c) In the absence of additional sick leave benefits in a) or b), unused sick leave Days shall accrue for the Employee's future benefits to a maximum of seventy-five (75) Days and shall be considered outstanding sick leave benefits.

23.05 Additionally, Employees shall be entitled to one (1) Day per Term to be taken as a mental health Day, with pay. Mental health days will not accumulate, and notification shall be as per Article 23.02. Additional mental health days can be requested and will not be unreasonably denied up to a maximum of twelve six (6) in total per year by the Employer's Representative.

23.06 Long-Term Disability

The Employer agrees to enroll eligible Employees in a mutually agreed upon long term disability benefits group plan and to pay all premiums required by such plan.

An employee is eligible to go on long-term disability (LTD) on the first day that the Employee completes the elimination period under the long-term disability (LTD) provisions of the group insurance plan provided by the Employer

Article 24: Leaves

24.01 Retention of Seniority

In no case shall any Leave on the part of an Employee, as defined in Article 24 (Leaves), result in a loss of seniority to the Employee

24.02 Bereavement Leave

Employees shall be granted Bereavement Leave with full pay and benefits, as follows:

a) Five (5) Days in the case of death of immediate family, defined as a child, spouse, parent, sibling, or intimate companion.
b) Three (3) Days plus the day of funeral in the case of death of a non-immediate family member defined as a mother-in-law, father-in-law, grandparent, grandchild or any other relative or close friend.
c) In cases where the Employee is compelled to travel to attend to a bereaved relative in excess of 500 kilometers one-way from their primary place of residence, the Employee shall be granted an additional two (2) Days leave.

24.03 Compassionate Leave

Employees shall be granted Compassionate Leave with full pay and benefits, as follows:

a) Five (5) working days in the case of serious illness of a child, spouse, parent, sibling, or intimate companion.
b) Two (2) working days in the case of serious illness of a mother-in-law, father-in-law, grandparent or any other relative or close friend.

Upon request by the Employee, Compassionate Leave with full pay and benefits for periods of longer than five (5) days may be granted by the SRC.

24.04 Unpaid General Leaves

a) An Employee may request an Unpaid Personal Leave up to a maximum of twelve (12) months. Requests for such a Leave shall be submitted In Writing to the President at least four (4) weeks before the date of desired commencement of absence from work. The request will include the duration of and reason for the leave. The President shall provide the Employee a response to the request, In Writing, no later than ten (10) working days following receipt of the request for leave. Granting of permission for the Leave shall not be unreasonably withheld provided that the leave can be reasonably accommodated. The withholding of permission may become the subject of a grievance and such grievance shall be initiated at Step Two of the grievance procedure.

b) For the first thirty (30) calendar days of an unpaid general leave, the benefit coverage and premium payments by the Employer and Employee will not change. After the first thirty (30) calendar days, the Employee will be required to make both the Employee and Employer contributions towards the cost of the available benefits that the Employee wishes to continue. The Employer will continue to make Employer contributions to the Pension Plan unless the Employee has advised the Employer In Writing that they do not wish to make the Employee contributions. The Employer shall consult with the Employee regarding the ramifications of discontinuing contributions to the Pension Plan.

24.05 Pregnancy, Parental, Adoption Leave

a) Pregnancy Leave

An Employee who is pregnant will be entitled, upon their application to the Employer's Representative, to a leave of absence of seventeen (17) weeks, or such shorter leave as they may request, commencing during the seventeen (17) weeks immediately preceding the estimated birth date, provided that the Member has been employed by Association for at least thirteen (13) weeks before the expected birth date.

An Employee will give the Employer's Representative four (4) weeks notice, In Writing, of the day on which they intend to commence their pregnancy leave, and the intended duration of such leave. Should the Employer's Representative require a certificate, signed by a legally qualified medical practitioner, stating the estimated birth date, the Association shall reimburse the Employee for the full cost of the certificate.

The Association shall make reasonable efforts to accommodate a pregnant Employee to perform the essential duties of their position.

An Employee who returns to work on the expiration of their Pregnancy Leave shall be reinstated in their former position with full salary and benefits. If their former position no longer exists, their reinstatement provisions as stated in the *Employment Standards Act 2000* and as amended from time to time will apply. Seniority will accrue during the leave.

An Employee wishing to return prior to the original date of return will notify the Employer's Representative In Writing of their intentions, at least four (4) weeks in advance, giving the revised date of return.

b) Post-Natal Leave

On the occasion of the birth of a child, the child's parent who is not taking a Pregnancy Leave shall be entitled to a leave with no loss of compensation and benefits of up to five (5) Days to be taken within four (4) weeks of the birth. An Employee shall apply In Writing to the Employer's Representative two (2) weeks prior to the commencement of the leave.

c) Parental Leave

An Employee who is a parent and who has been employed by the Association for a period of at least thirteen (13) consecutive weeks prior to the start of the leave or thirteen (13) weeks before a child comes into the parent's custody, care and control for the first time shall be entitled to a leave of absence without pay of up to thirty-five (35) weeks.

The Parental Leave of a Member who has taken Pregnancy Leave shall commence immediately upon the completion of their Pregnancy Leave or when the baby first comes into the custody, care and control of the parent. For other parents, including

adoptive parents, Parental Leave shall commence within fifty-two (52) weeks of the birth or after the child first comes into the custody, care and control of a parent. The provisions of the Parental Leave will be in accordance with the *Employment Standards Act, 2000* and as amended from time to time.

An Employee shall give written notice to their supervisor at least two (2) weeks prior to the commencement of a Parental Leave. This notice shall include the intended duration of the leave.

An Employee wishing to return from Parental Leave prior to the original date of return shall notify their supervisor, In Writing, at least four (4) weeks in advance, giving the revised date of return.

An Employee who returns to work on the expiration of their Parental Leave shall be reinstated in their former position with the full salary that they would have been entitled to had they not taken the leave. If their position no longer exists, the reinstatement provisions as stated in the *Employment Standards Act 2000* and as amended from time to time will apply. Seniority will accrue during leave.

d) Supplementary Benefits for Pregnancy and Parental Leave
Supplementary benefits are not available to Employees who have been hired externally into a contract position.

Upon submission of proof of coverage under Employment Insurance (EI) benefits for Pregnancy and/or standard Parental, the Employer shall pay the difference between the EI benefit and ninety-three percent (93%) of the Employee's annual salary for those weeks for which the EI Benefit applies. The Employer shall pay one hundred (100%) of the Employee's annual salary for the one (1) week waiting period required at the beginning, and for an additional one (1) week at the end for which the SUB benefit is payable and for which no EI benefit is available (where there is no parental leave immediately following). Should there be a standard or extended parental leave immediately following the pregnancy leave, then the one (1) week of the SUB benefit shall be paid at the end of the standard or extended parental lave as elected by the Employee. Upon submission of proof of coverage under EI benefits for an extended parental leave. The Employer shall disburse the value of the SUB payment as calculated in the standard parental leave for the duration of the extended parental leave.

The supplementary Benefits for Pregnancy and Parental Leave shall be recalculated during a pregnancy or parental leave for an Employee who would have otherwise been awarded any ATB or negotiated salary increases during the time of leave.

The payment of the supplementary benefit shall be as follows:

i. the Employer shall estimate the amount of the Employment Insurance payment and provide a supplementary payment to the Employee on the usual salary payment schedule and this supplementary payment shall be regarded as an advance;
ii. upon receipt of that information, the Employee shall provide evidence of the actual payments received from Employment and Social Development Canada;
iii. the subsequent payments to the Employee shall be adjusted up or down to reflect the actual E.I. payment.

Should an Employee fail to return to work for a minimum period of six (6) months or on a reduced workload for an equal number of hours, pro-rated over a longer period of time not to exceed twelve (12) months, following the expiration of the Pregnancy and/or Parental Leave, they shall be required to repay the Supplementary Benefit they have received, except when the Employee provides satisfactory evidence of the illness of the Employee or the child or when the Employee is laid off.

e) Extended Parental Leave

A Member who has taken a Pregnancy leave and who also elects to take an extended Parental leave shall be entitled to a leave absence of up to a maximum of sixty-one (61) weeks. All other parents who do not take or who are not eligible for Pregnancy leave shall be entitled to n extended Parental leave of absence of up to sixty0three (63) weeks.

An extended Parental leave shall be comprised of:

i. a one (1) week waiting period, as required by the Employment Insurance Act of Canada, and for which a SUB payment is available, if it has not already been paid at the beginning of a pregnancy leave and;
ii. sixty-one (61) weeks of unpaid extended Parental leave, for which EI benefits are payable and for which a SUB payment is available, and;
iii. An additional one (1) week under the University's SUB plan at the end of the leave for which no EI benefits are available. This last week of SUB is not payable, if it has already been paid at the end of the pregnancy leave.

f) The maximum amount of leave under Article 24.05 d) is reduced by the number of weeks of Parental or Adoption leave taken by the Employee's partner.

An additional Extended Parental Leave without compensation, up to a maximum of six (6) months, shall be given to any Employee who has been employed by the Association for at least fourteen (14) months immediately preceding the commencement of a Parental Leave. Additional Extended Leave shall commence immediately upon the completion of a Parental Leave. The Employee shall

give written notice to the Employer's Representative at least three (3) months prior to the commencement of the Additional Extended Parental Leave.

An Employee wishing to return from Extended Parental Leave prior to the original date of return shall notify the Employer's Representative, In Writing, at least four (4) weeks in advance, giving the revised date of return.

g) Other

During a Pregnancy or Parental Leave, the Employer and the Employee will continue to make contributions toward the cost of the available benefit plans unless the Employee has advised the President, In Writing, that they do not wish to continue to make the Employee contributions to such plans. The Employer shall continue to make employer contributions to the Pension Plan unless the Employee has advised the Employer In Writing that they do not wish to continue to make the Employee contributions. The Employer shall consult with the Employee regarding the ramifications of discontinuing contributions to the Pension Plan. Benefits levels shall be based on the Employees' full salary, unless otherwise stated in this Article.

During an Extended Parental Leave, the Employee shall be required to make both the Employee and the University contributions toward the cost of the available benefits that the Employee wishes to continue and shall advise the President In Writing of their intentions to do so. The Employer shall continue to make employer contributions to the Pension Plan unless the Employee has advised the Employee's Representative In Writing that they do not wish to continue to make the Employee contributions. The Employer shall consult with the Employee regarding the ramifications of discontinuing contributions to the Pension Plan. Benefits levels shall be based on the Employees' full salary, unless otherwise stated in this Article.

Upon return to work form an Extended Parental Leave, an Employee shall resume their former position provided that it still exists, with full salary and benefits. If their position no longer exists the reinstatement provisions as stated in the *Employment Standards Act, 2000* and as amended from time to time will apply.

24.08 Leave for Civic Duties

The Employer shall grant leave with pay to an Employee for the period of time they are required:

a) to be available for jury selection;

b) to serve on a jury;

c) to attend as a witness or participant in any proceeding held;

i. in or under the authority of a court of justice or before a grand jury;

ii. before a court, judge, justice, magistrate, or coroner;

iii. before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise thatin the performance of the duties of her position;

iv. before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses or participants before it; or

v. before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witness before it;

d) the Employee, upon return to work, shall turn over monies received for reimbursement for the loss of time in connection with such proceedings, less expenses, to the Employer.

e) leave for the purpose of voting during the time that polls are open on a Federal election day to ensure the Employee has a period of three (3) consecutive hours for the purpose of voting.

f) leave for the purpose of voting during provincial and municipal elections to ensure the Employee has a period of three (3) consecutive hours for the purpose of voting.

Any such leave must be arranged with the Employer's Representative.

The Employee shall notify the Employer's Representative or their designate immediately upon their receipt of notification that the Employee shall be required to attend court and present proof of service requiring attendance.

24.09 Deferred Salary Leave

Employees may apply for a leave of absence for one (1) full year, financing such a leave through deferral of salary.

Salary may be deferred either:

i. over a five (5) year period by the Employee's deferral of twenty (2o) percent of their current salary in each of four (4) years: or
ii. over a four (4) year period by the Employee's deferral of twenty-five (25) percent of their current salary in each of three (3) years.

The deferred salary is payable in the fifth year in option (i) or the fourth year in option (ii).

All Employees having five (5) or more years of service with the Association are eligible to apply for a Deferred Salary Leave.

An Employee who desires a Deferred Salary Leave shall make such a request In Writing to their immediate Supervisor three (3) months prior to the desired start date of the salary deferral period. The immediate Supervisor shall forward the request to the SRC, who shall consider the application and make a decision.

The Employee shall be notified of the granting or denial with explanation within one (1) month of submitting the application to their immediate Supervisor. Granting of permission shall not be unreasonably withheld provided that the leave can be reasonably accommodated. The withholding of such permission may become the subject of a grievance.

The maximum number of applications approved in any one year shall not exceed one (1).

Deferred Salary Leaves shall commence on May 1 of one year, and end on April 30 of the following year.

In each year of deferred salary preceding the year of leave an Employee shall be paid either eighty (80) percent of their current salary under Article 33 (i) (Term of Agreement) or seventy-five (75) percent of their current salary under Article 33 (ii).

The deferred salary funds shall be tracked in a separate trust account for each Employee. Interest shall be credited to the account monthly and paid to the Employee annually during the deferral period. The interest is taxable in the calendar year in which it is earned and shall be reported by the Employer on the appropriate Revenue Canada form.

During the deferral period, benefit levels shall be based on the Employee's full salary.

In the year of the leave, the Employer shall pay to the Employee the total of the deferred salary in installments conforming to the regular pay periods.

The Employer shall make the necessary statutory deductions and Union Dues from the deferred salary payments.

For the first thirty (30) days of a Deferred Salary Leave, the benefit coverage and premium payments by the Employer and the Employee shall not change. After the first thirty (30) days, the Employee shall be required to make both the Employee and Employer contributions toward the cost of the available benefits that the Employee wishes to continue, and will advise the Employer In Writing of their intention to do so. The Employer shall continue to make employer contributions to the Pension Plan unless the Employee has advised the President In Writing that they do not wish to continue to make the Employee contributions. The Employer

shall consult with the Employee regarding the ramifications of discontinuing contributions to the Pension Plan.

During the deferred salary period and leave, benefit levels shall be based on the Employee's full salary, unless otherwise stated in this Article. The contributions and coverage under the Long Term Disability Plan shall be based on the Employee's actual salary.

Upon return to work from a Deferred Salary Leave, an Employee shall resume their former position, provided that it still exists, with full salary and benefits. If the Employee's former position no longer exists, the reinstatement provisions as stated in the *Employment Standards Act, 2000* and as amended from time to time will apply.

In accordance with Governmental regulations, upon completion of a Leave, the Employee must return to the Employer for a period equal to or greater than the length of the Leave.

Employees who resign or are terminated during the deferral period shall be required to withdraw from the Deferred Leave Program. Upon withdrawal, all of the deferred salary shall be paid to the Employee. Payment shall be made within two (2) weeks after resigning or receiving notice of termination. Such payment shall be subject to statutory deductions and Union dues.

Should an Employee die during the deferral period, the deferred salary shall be paid to the estate of the deceased.

Participation in a self-funded leave plan could have implications for pension provisions and income tax. Employees are encouraged to become fully aware of the effects of the plan.

24.10 Union Leave

Union leave entitlements shall be granted subject to the ability of the Employer to carry out normal operations. Approval for any Union leave shall not be unreasonably denied.

a) Paid Union Leave

Upon written notification to the Employer's Representative at least ten (10) Days in advance, an Employee elected or appointed to represent the Union at conferences or conventions, or who is attending Union education sessions, or meetings of the Stewards Council, or the CUPE 1281 Annual Convention, shall be granted leave of absence with pay and benefits to a maximum of ten (10) Days per calendar year to be shared amongst the bargaining unit, with consideration being given for maintain staffing during regular business hours.

b) Unpaid Union Leave

Unpaid Union leave shall be granted to those Employees elected or appointed to represent the Union as an elected Officer of the CUPE 1281 Executive, for the purpose of attending monthly Executive meetings and other related executive business that may arise from time to time. Should these meetings occur during regular working hours, the Employee shall submit a request for time off for attendance to the Employer's Representative. No requests shall be unreasonably denied. Additional requests for unpaid union leave may be granted on a case-by-case basis by the Employer's Representative.

c) Union Steward

The elected Union Steward shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work for such purposes shall first be obtained from the Employer's Representative. Such permission shall not be unreasonably withheld. All time spent in performing such union duties shall be considered as time worked. The Union shall advise the Employer In Writing of the name of the one (1) Steward, whom will be chosen or elected annually from the bargaining unit and officially appointed in accordance with the CUPE 1281 By-Laws

Article 25: Training and Professional Development

25.01 All Employees have the right to attend the following meetings, with pay as Time in Lieu if required attendance falls outside or above regular working hours at the regular rate and with all travel and expenses paid by the Employer:

a) one (1) employee at the annual meeting of the Canadian Organization of Faculty Association Staff (COFAS)
b) two (2) employees at the Ontario Confederation of University Faculty Associations (OCUFA) biennial staff workshop

In addition, the Executive Director shall normally attend the Meetings of Canadian Association of University Teachers (CAUT) and OCUFA, as appropriate, with Time in Lieu at the regular rate and with all travel and expenses paid by the Employer.

When meetings fall outside of the regular working hours, the Time in Lieu will accumulate to a maximum of seven (7) hours per day at the conference.

25.02 Professional Development

The Employer shall pay for all costs related to travel, accommodation, and/or registration costs associated with a professional development seminar, conference or workshop. Such request must be made in advance of registration, In Writing and must detail the perceived benefit of the opportunity to both the Employee and Employer. The Employer shall consider such a proposal in the context of

relatedness to the Employee's responsibilities, the time commitment of the opportunity, the needs of the organization, and cost, and accordingly may agree to cover all, some, or none of the associated costs. Any reimbursements will be issued no later than the next regular payday following submission of receipt(s) for reimbursement.

25.03 Professional Development Allowance (PDA)

Eligibility

a) All employees shall be allocated a professional development allowance each year as set out below. Should this Agreement expire, the PDA shall continue at the final year's amount until a new Agreement is ratified, at which point any negotiated increases shall be paid retroactively. The professional development allowance for each employee will be $2,500 as of July 1, 2025, $2,500 as of July 1, 2026, and $2,500 as of July 1, 2027 and $2,500 as of July 1st 2028.

b) Use of funds

The funds are designated for use by the employee for professional development purposes. Expenses covered by the allowance can include:

i. dues and membership fees for professional associations;
ii. computer software and supplies used or consumed in the pursuit of the employee's professional development;
iii. travel, including registration, transportation, food and accommodation for the employee to attend conferences, field trips, research visits, or workshops consistent with UOITFA policies for expense claims;
iv. subscriptions to professional publications;
v. other expenses directly associated with the overall workload assignment as discussed with the Employer's Representative; and
vi. other items as approved by the Employer's Representative.

c) All goods purchased through the Professional Development Expense Account remain the property of the UOITFA. If an employee wishes, they may purchase these items from the UOITFA after four (4) years at fair market value.

d) Unspent Balances and Borrowing
PDA accounts shall be adjusted to the budget at July 1. If an employee has not spent all of their PDA prior to July 1, the unspent allocation shall be made available to that employee for up to three (3) further years.

Article 26: Payment of Wages, Allowances and Hours of Work

26.01 Regular Pay Days

The Employer shall arrange for the payment of salaries and wages every one (1) month in accordance with the annual salaries set out in Article 32 (Salary and Compensation). On each payday, each Employee shall be provided with an itemized statement of wages and deductions.

26.02 Hours of Work

The normal workweeks shall be Monday to Friday and shall total thirty-five (35) hours, which includes a half (.5) hour paid break per day for lunch.

An Employee may opt to have their lunch break split into two 15-minute or three 10-minute rest periods throughout the day.

Flexible work arrangements and varying degrees of remote work shall be granted to employees where possible and operationally feasible. Remote work arrangements will be not unreasonably denied.

The Employee, upon consultation with the Employer's Representative, will arrange their weekly schedule at the beginning of each Term.

When it is not reasonably possible to take a lunch or life style break during the day the Employee may make a request to the Employer's Representative to replace the lunch break with early departure the same day or late arrival on another mutually agreeable day.

26.03 Flex Time

In exceptional circumstances management may approve an adjustment in working hours or flex time. Employees should make requests to the Employer's Representative 48 hours in advance. Requests shall not be unreasonably denied.

26.04 Overtime

Overtime is voluntary. Overtime shall be defined as that time spent in hours of work beyond the normal hours of thirty-five per week, for which attendance is out of necessity for fulfilling the demands of the job, and for which advance permission has been received from the Employer's Representative, where practical.

26.05 Time in Lieu of Overtime

Employees shall be compensated for accrued overtime as follows:
the Employee shall accrue lieu time on the basis of one (1) hour for each hour of overtime. Such time off in lieu of overtime is to be taken at a time mutually agreed to by the Employee and the Employer's Representative. The Employee shall request Time in Lieu and such Time shall not be unreasonable denied.

26.06 Travel Allowance

Employees shall be reimbursed for travel expenses incurred as a result of implementing the Employers directions. While the Employer does not require any

Employee to own a car as a condition of employment, where an Employee agrees to use a private automobile for the purposes of implementing the Employers directions, the Employee shall be compensated as outlined in the UOITFA Travel and Reimbursement Policy. Employees are assumed to be solely responsible for the vehicles they operate in such situations, and as such will not be reimbursed for parking tickets or other traffic infractions or fines.

Employees who are required to work or attend a conference, function, meeting or other event out of town shall be reimbursed at the current rates as outlined in the UOITFA Travel and Reimbursement Policy for meals that are not provided as part of the work obligations. Reimbursement shall be issued no later than the next regular payday following receipt(s) being submitted for reimbursement.

26.07 Dependent Care

Employees who are required to work or attend a conference, function, meeting or other event outside of their normal working hours shall be reimbursed for the costs of dependant care. Such reimbursement will be issued no later than the next regular pay day following receipt(s) being submitted for reimbursement. Dependent care reimbursements shall not exceed $50 per function.

26.08 Taxi Allowance

Employees shall be reimbursed for the reasonable costs of safe travel home, where they are required to work between 9:00PM and 7:00AM. Such reimbursement shall be issued no later than the next regular payday following receipt(s) being submitted for reimbursement and shall not exceed $20 at any given time.

26.09 Required Educational Allowances

The Employer shall pay the full cost of any course of instruction required for the performance of the Employee's job, where the Employer agrees that such course is necessary for an Employee to better qualify themselves.

26.10 Phone Expenses for Professional Employees

The Employer agrees to pay for or reimburse Professional Employees for 100% of the costs associated with establishing and operating a cost effective cell phone for work-related purposes, as agreed on by the parties. The Employer will pay the full costs associated with the replacement of the cell phone in the case of equipment failure, loss, or theft.

26.11 Parking

The UOITFA will contribute $10 per month to each employee's parking costs. The UOITFA will pay for parking directly (or reimburse employees upon receipt of proof of purchase).

Article 27: Benefits and Pension

Multi-Sector Pension Plan:

In this Article, the terms used shall have the meanings described:

1.

(a) "Plan" means the Multi-Sector Pension Plan

(b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;

(i) The straight time component of hours worked on a holiday; and

(ii) Holiday pay, for the hours not worked; and

(iii) Vacation pay; and

(iv)Sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace;

All other payments, premiums, allowances and similar payments are excluded.

(c) "Eligible Employee" means all employees in the bargaining unit who are employed by the employer, and who have worked 500 hours at the Association.

2. Commencing July 1, 2016 each Eligible Employee shall contribute for each pay period an amount equal to 1.5% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 9% of Applicable Wages to the Plan.

3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article 4 of the agreement include:

(a) <u>To be Provided at Plan Commencement</u>

date of hire;
date of birth;
Social Insurance Number;
date of first contribution;
seniority list to include hours from date of hire to
Employer's fund entry date (for the purpose of calculating past service credit);
gender.

(b) To be Provided with each Remittance

name;
Social Insurance Number;
monthly remittance;
pensionable earnings;
year to date contributions;
employer portion of arrears owing due to error, or late
enrolment by the Employer.

(c) To be Provided Initially and as Status Changes

full address;
termination date where applicable (MM/DD/YY)
marital status, and any change to marital status;
date of death (if applicable);

(d) To be Provided Annually but no later than December 31

current complete address listing for all Eligible
Employees;
period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);
period(s) of lay-off, while subject to recall;
period(s) of absence for pregnancy or parental leave;
period(s) of strike or lockout;
other leaves of absence.
hours worked by employees covered by the collective
agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan, and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to.

Multi-Sector Pension Plan
PARTICIPATION AGREEMENT

The Agreement made this _____ day of _____ 201__.

B E T W E E N: the University of Ontario Institute of Technology Faculty Association (UOITFA)
(the "Employer")

- and -

MULTI-SECTOR PENSION PLAN BY ITS TRUSTEES
(the "Trustees")

In consideration of the Employer becoming a participating employer, commencing July 1, 2016, in the Multi-Sector Pension Plan (the "Plan"), by making contributions to the Plan in accordance with the collective agreement ("Collective Agreement") between the Employer and Local 1281 of the Canadian Union of Public Employees (the "Union"), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the Parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the Collective Agreement, failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to enforce this Participation Agreement. If the Employer is delinquent in its contribution payments, the Employer shall pay the Trustees for any related losses or costs, including interest, liquidated damages and costs in accordance with the provisions of this Participation Agreement and the Agreement and Declaration of Trust dated January 1, 2002, as amended ("Declaration of Trust") which established the Plan.

2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.

3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.

4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.

5. The Employer agrees to be bound by the Declaration of Trust. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and any subsequent amendments as they are made.

6. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act,* R.S.O. 1990, Ch. P-8, as amended, and any additional information which may be required by the applicable legislation for an Employer located in a province other than Ontario which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the information required for each Eligible Employee is as follows:

(a) <u>To be Provided at Plan Commencement</u>
date of hire;
date of birth;
Social Insurance Number;
date of first contribution;
seniority list to include hours from date of hire to Employers' Fund \entry date (for the purpose of calculating past service credit);
gender.

(b) <u>To be Provided with each Remittance</u>
name;
Social Insurance Number;
monthly remittance;
pensionable earnings;
year to date contributions;
employer portion of arrears owing due to error, or late enrolment by the Employer.

(c) <u>To be Provided Initially and as Status Changes</u>
full address;
termination date where applicable (MM/DD/YY);
marital status;
date of death (if applicable)

(d) To be Provided Annually but no later than December 31
current complete address list for all eligible employees;
period(s) of absence due to illness or disability, including WSIB;
period(s) of layoff, while subject to recall;
period(s) of absence for pregnancy or parental leave;
period(s) of strike or lockout;
other leaves of absence;
hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

7. All personal information about employees provided to the Administrator of the Plan pursuant to section 6 of this Agreement and/or the provisions of the Collective Agreement will be treated as Confidential Information. Except as required by law, Confidential Information will only be disclosed to the Trustees, employees of the Administrator, a service provider retained by the Trustees, the individual to whom the Confidential information pertains or a representative of that individual who has been authorized in writing. The Confidential Information is also subject to the provisions of the MSPP's Privacy Statement. The Trustees will provide to the Employer, at its request, a copy of the MSPP's Privacy Statement.

EMPLOYER

_____
Name:

MULTI-SECTOR PENSION PLAN, BY ITS TRUSTEES

_____
Name:

27.02 Benefits
The Employer agrees to enroll eligible Employees and their dependents in a mutually agreed upon group plan and to pay all premiums required by such plan.

27.03 Health Spending Account
The Employer shall make available a Health Spending Account (HSA) for all eligible Employees. The employer shall make $500.00 dollars available upon commencement of a group benefits plan in 2025, $500.00 available on July 1, 2026, $500.00 available on July 1, 2027 and $500.00 available on July 1st 2028.

Article 28: Workplace Health & Safety

28.01 Ontario Health and Safety Act (OHSA)

The Employer shall make all reasonable provisions for the safety and health of Employees during working hours, and abide by Ontario's Health and Safety Act. The Union may, from time to time, bring to the attention of the Employer In Writing any suggestions in this regard for their consideration.

28.02 Health and Safety Training

The Employer shall provide appropriate Health and Safety training for all Employees. Time spent attending any training sessions shall be considered as time worked, and the Employer shall assume all costs, if any, for this training. Costs related to this training shall not exceed $300 for the length of the Agreement.

28.03 Emergency / First Aid Training

Noting that the University health and safety policy includes "visitors and contractors," in the event that the provision of Emergency/First-Aid trained University personnel is not adequate, then the Employer shall make available to a sufficient number of Employees the opportunity to attend a properly accredited Emergency/First Aid Course. In any event, Employees will be permitted to take University-run Emergency/First Aid training upon request, subject to the University's agreement. Time spent attending this course shall be considered as time worked, and the Employer shall assume all costs if any of this course.

28.04 Working Alone

Any employee may close the office door when working alone.

Article 29: Technology and Workplace Changes

29.01 Union Notification of Changes

The Employer shall take adequate steps to notify all Employees, and the Union, six (6) weeks before the introduction of any technological changes that affect the rights of Employees, conditions of employment, wage rates or workloads. Any such change shall be made only after the Union and the Employer have reached an Agreement or settled any disagreement through the grievance procedure.

29.02 Work Displacement

When a position as defined in Appendix A is eliminated by virtue of technological change or mechanization, the Employee shall be given the opportunity to fill other positions as defined under Article 20.13 (Layoff, Recall and Termination of Employment - Right of Recall) and 20.14 (Layoff, Recall and Termination of Employment) and/or to elect the severance provision defined under Article 20.15 (Layoff, Recall and Termination of Employment - Severance).

29.03 Training Period

Where the introduction of new methods or machines requires different or greater skills than are currently possessed by an Employee, the Employer shall provide to

the affected Employee a training program sufficient in duration for the Employee to acquire the necessary knowledge or skills. If after such training period the Employee is unable to acquire the new skills and knowledge necessary, the Employee shall be given an opportunity to fill other positions as defined in Article 20 ((Layoff, Recall and Termination of Employment), or elect the severance provisions defined under Article 20.15 (Layoff, Recall and Termination of Employment - Severance). No new Employee shall be hired by the Employer to assume any of the job duties of the worker whose job is affected by technological change, until after such Employee has completed their training program and is deemed to be unable to do the job.

29.04 Electronic Surveillance
The Employer shall not engage in any form of electronic surveillance of Employees, however will retain the right to examine and retrieve Association-related information from an Employee's Association-provided computer, office phone and Association e-mail account(s) in the event that the Employer requires access and the Employee is not able to provide this due to their absence. The Shop Steward will be notified in advance of any such action by the Employer.

Article 30: Conflict of interest

30.01 This Article shall only apply to members of the Association where the conflict of interest would directly apply to their relationship with Employees working under this Agreement.

30.02 Employees and persons acting on behalf of the Employer shall avoid participation in or voting on any decision-making process in which they have a conflict of interest.

30.03 A conflict of interest includes but is not limited to situations in which an Employee or a person acting on behalf of the Employer is involved in decision-making and;
a) stands to personally benefit or be harmed financially by virtue of the decision;
b) has family or close friends who stand to benefit or be harmed financially by virtue of the decision;
c) has a close personal relationship, whether positive or negative, with anyone who is affected by the decision-making process

30.04 An Employee or member of the Association may not supervise a member of their immediate family.

30.05 Whenever a potential conflict of interest arises, the person who is first aware of the situation shall immediately inform the Employer's Representative or designate and the Union and any relevant party or Parties (In Writing, upon request) of the potential conflict, with the goal of resolving the matter in an open and collaborative manner.

30.06 The usual remedy for alleviating a conflict of interest is the recusal or removal of the person with the conflict of interest from the decision-making process

Article 31: Maintenance of Present Conditions and Benefits

31.01 All rights, benefits, privileges and working conditions which Employees now enjoy, receive, or possess as Employees of the Employer will continue to be enjoyed and possessed in so far as they are consistent with this Agreement, and may only be modified by mutual agreement between the Employer and an authorized representative of the Union, In Writing.

Article 32: Salary and Compensation

Starting Wage Level and Salary Floor by Classification and Position

Classification

Administrative	
Executive Assistant (EA)	Salary Floor $54,303
Member Services and Communications Coordinator (MSCC)	
Organizing	Salary Floor $81,444
Professional	
Executive Director (ED)	Salary Floor $$81,444

All Employees shall get an annual Across-the-Board (ATB) increase of:

- three (3) percent (%) on January 1st, 2026
- one point five (1.5) percent (%) on July 1st, 2026,
- two (2) percent (%) on July 1st, 2027
- two-point five (2.5) percent (%) on July 1st, 2028

ATB increases are applied to Employee's base salaries and to the salary floor.

An Employee, who has completed their probationary period shall get one (1) Career Development Increment in the amount of $3050 (January 1st, 2026), $3050 (July 1st, 2026) $3050 (July 1st, 2027) and $3050 (July 1st, 2028) for the length of this Agreement.

Annual salary adjustments shall be made by the Employer on July 1 of each year except in the July 1st, 2025 to June 30th, 2026 year are as described above for ATB and CDI, and in Letter of Understanding #3: University Pension Plan for the one- time only offset payments.

Article 33: Duration and Term of the Agreement

This Agreement shall be binding and remain in effect from July 1, 2025 to June 30, 2029 and shall continue from year to year thereafter unless either party gives the other notice In Writing within the period of ninety (90) days before the Agreement ceases to operate that it desires to enter into negotiations to amend this Agreement.

Within thirty (30) working days of the receipt of the notice to bargain, the Parties shall enter into negotiations for a new Agreement unless mutually agreed otherwise by the Union and the Employer.

Any changes deemed necessary in this Agreement may be made at any time during the existence of this Agreement by mutual written agreement between the Employer and the Union.

Retroactivity

Any retroactivity owing will be paid out to all present employees within two (2) pay periods of Union ratification of this settlement.

All wage increases and adjustments provided for in this Agreement shall be retroactive to the effective date of such increase of adjustment. All items will be effective and retroactive to July 1, 2025 unless otherwise specified in the Memorandum of Settlement.

Retroactivity will be based upon all hours paid.

Retroactivity pay and adjustments will be paid on a separate cheque. The Employer will supply the employee with a detailed explanation of the retroactive pay calculations. Retroactivity will be paid in respect of all remuneration to all eligible employees on the payroll as of July 1, 2025 and to all new employees hired since that date.

Dated this ___12th_____ day of ___August_____, 2025___.

FOR THE EMPLOYER

FOR THE UNION

APPENDIX A: Job Descriptions

Job Title: Executive Director
Employer: UOITFA
Reports To: Employer's Representative
Incumbent: Christine McLaughlin

The UOITFA is the sole and exclusive bargaining agent for Tenure/Tenure-Track, Teaching and Limited Term Faculty Members. The Executive Director is responsible for working with the President and members of the UOITFA to promote the interests of the UOITFA membership.

Description of Duties

The UOITFA Executive Director is responsible for:
The Executive Director is the Chief Officer of the Association and reports to the President of the Association.

Specific Duties

General

Overseeing the daily operations of the Association; helping to create Association policy; risk management; liaising with the University Administration, Human Resources and Association legal counsel; ensuring University compliance; acting as the UOITFA designate in accordance with the UOITFA collective agreement with the University when called upon; serving as a non-voting member of all Association committees; acting as a resource and advisor to the Executive and assisting in carrying out its duties of the UOITFA in consultation with the Executive; acting as a staff resource for joint committees and working groups; advising members in resolving work-related problems; assisting the Member Services and Communications Coordinator with Association communications and publications; providing continuity and institutional memory for the Association; maintaining electronic records; upholding confidentiality in all sensitive matters; and other duties as assigned by the Executive.

Collective Agreement

Providing support for the collective agreement review process; compiling appropriate background research and documents; drafting of language; providing support role for Collective Bargaining; participating on the negotiating team, sometimes acting as a spokesperson; organizing and preparing materials for conciliation/mediation/arbitration sessions; overseeing the final preparation of the UOITFA collective agreement with the University upon the completion of bargaining

Grievance

Working with the Association Grievance Officer(s) and Grievance Committee to assist and advise in advocating for members on contract interpretation; preparing, filing and processing grievances and appeals; member-tracking and case file management; assisting, advising and/or representing members through investigation, grievance and appeals processes; assisting, advising and/or negotiating resolutions to grievances and appeals; maintaining confidential member files; briefing the Executive on member issues and grievances; soliciting legal counsel/advice; filing and processing grievances; assisting with and or representing through the mediation/arbitration process; training members in grievance handling.

External and Internal Advocacy

Lobbying relevant individuals and/or bodies for the advancement of the Association's interests and mandate; advocacy towards and oversight of collegial governance at the University and among its

Administration; attending regular local, provincial and national meetings (including CAUT, OCUFA, and other affiliates).

Job Title: Member Services and Communications Coordinator
Employer: UOITFA
Reports To: Employer's Representative
Incumbent: Chelsea Bauer

The UOITFA is the sole and exclusive bargaining agent for Tenure/Tenure-Track, Teaching Faculty and Limited Term Faculty Members. The Member Services and Communications Coordinator is responsible for working with the President and members of the UOITFA to promote the interests of the UOITFA membership.

Description of Duties
They are responsible for member mobilization and organization, reception, filing and archiving, office management, bookkeeping, note-taking, data entry, event planning and coordination, and assisting the Executive Director and UOITFA Executive in other assigned duties.

Specific Duties
Member Mobilization and Advocacy
Assist with advocating for the advancement of the Association's interests and mandate including, but not limited to: providing support for events, campaigns and other activities designed to increase member awareness and engagement around Association issues. Develop and coordinate campaigns and member mobilization drives including bargaining related campaigns; develop and coordinate strike preparation and job action; assist with creating and maintaining links between the Association, campus groups, and labour organizations; liaise and mobilize for the advancement of labour and social justice campaigns.

Communications
Assist with design of communication pieces and newsletters; membership listserve management and messaging; manage proxy email accounts; detailed membership maintenance; distribution and compilation of data; web maintenance; web design; development, administration and analysis of surveys; managing the content, production and editing of the Association newsletter; managing the Association's social media accounts.

UOITFA Finances
Assist with managing accounts receivable/payable; preparation of financial reports; monitoring bank accounts and investment instruments; payroll administration; help with the preparation of the Association budget, preparing financial accounts for the annual audit and ensuring relevant financial and insurance information is provided to external organizations as required.

General/Office Administration
Assist with collection of data and statistics; manage office space, furnishings and equipment; assist Executive Director, President, and Council; committee support; provide research assistance;

manage and maintain electronic filing system; maintain filing system and organization of resource materials; act as recording secretary for meetings; preparation of agendas and minutes, as needed; preparation and organization of seminars/workshops; preparation of reports and distribution of information to officers, Executive and Council; acting as a resource and advisor to the Executive and assisting in carrying out its duties and internal committees of the UOITFA in consultation with the Executive; project management; campus and labour advocacy; upholding confidentiality in all sensitive matters.

LETTER OF UNDERSTANDING #1: RE: THE EMPLOYMENT OF CHRISTINE MCLAUGHLIN

This letter of understanding is made between the University of Ontario Institute of Technology Faculty Association (UOITFA) and the Canadian Union of Public Employees and its Local 1281.

WHEREAS the employer entered into a personal contract with Christine McLaughlin setting out conditions of the employment

AND WHEREAS the contract was in effect from February 21st, 2014 and recognizes Christine McLaughlin's first day of employment with the UOITFA as February 24th, 2014.

AND WHEREAS Christine McLaughlin is the incumbent into the Executive Director Position as established by Appendix A: Job Descriptions

AND WHEREAS Christine McLaughlin's job falls under the professional classification as established in Article 32: Salary and Compensation

AND WHEREAS the UOITFA is actively negotiating inclusion of all UOITFA employees into the plan enjoyed by UOITFA members;

NOW THEREFORE, the parties agree to abide by the Collective Agreement and its terms and conditions of employment for Christine McLaughlin.

This Letter of Understanding shall be in effect until Christine McLaughlin resigns her position with the UOITFA or until such time that the Parties agree otherwise.

LETTER OF UNDERSTANDING #2: RE: THE EMPLOYMENT OF CHELSEA BAUER (2019)

This letter of understanding is made between the University of Ontario Institute of Technology Faculty Association (UOITFA) and the Canadian Union of Public Employees and its Local 1281.

WHEREAS the employer entered into a personal contract with Chelsea Bauer setting out conditions of the employment.

AND WHEREAS the contract was in effect from September 4, 2018, and recognizes Chelsea Bauer's first day of employment with the UOITFA as September 17, 2018;

AND WHEREAS Chelsea Bauer is the incumbent into the Member Services and Communications Coordinator Position as established by Appendix A: Job Descriptions

AND WHEREAS Chelsea Bauer's job falls under the organizing classification as established in Article 32: Salary and Compensation

AND WHEREAS the UOITFA is actively negotiating inclusion of all UOITFA employees into the plan enjoyed by UOITFA members;

NOW THEREFORE, the parties agree to abide by the Collective Agreement and its terms and conditions of employment for Chelsea Bauer.

This Letter of Understanding shall be in effect until Chelsea Bauer resigns her position with the UOITFA or until such time that the Parties agree otherwise.

Letter of Understanding #3: University Pension Plan

The Parties commit to working jointly with the University Pension Plan (UPP) to transition from the Multi-Sector Pension Plan to the UPP during the term of this Agreement. The Employer shall make application to the University Pension Plan to initiate this transition process no later than August 29th, 2025.

The parties agree to a one-time only offset of 2% of base salary as of July 1st, 2025, to offset the increased cost of employee pension contributions associated with joining the UPP. This one-time only offset payment, not to base salary, shall be divided and paid out over 6 monthly installments between January 1st 2026 and June 30th 2026.

Memorandum of Understandings: University Pension Plan

Memorandum of Understanding

Between CUPE 1281 (the Union) and the UOITFA (the Employer)

Re the University Pension Plan

The Union and the Employer agree to work together to make an application to the University Pension Plan ("UPP"), for the members of the Union to begin participation in the UPP as of January 1, 2026. If this application is successful, contributions to the MSPP will cease and all pension-related contributions made by the Employer and the Union's members will be to the UPP.

1. Both the Employer and the Union recognize and agree that the terms and conditions concerning participation of the Employer and the Union's members in the UPP will be in accordance with the terms of the UPP, and both the Employer and Union recognize that the terms and conditions of the UPP are subject to change.

2. The Employer and the Union have put forward an application to the UPP on the following basis:

a) Contributions and pension accruals for the Union's members will begin as of January 1, 2026 (or as close to that date as possible) (the "Effective Date");
b) Both Employer and Employee Contributions to the UPP will be as required by the UPP;
c) All employees will become members of the UPP immediately on the Effective Date;
d) Pensionable Earnings will be as currently defined for employees under section 5.01 of the UPP Plan Text.

3. The Employer and the Union agree that, on the Effective Date, the Collective Agreement will be amended to reflect the removal of all references to the MSPP and any other changes required by the UPP.

4. The Employer and the Union agree that on the Effective Date, the collective agreement is amended to include a “no grievance and arbitration term” regarding pension matters, i.e.,

    a. any and all issues related to the UPP shall not constitute a "difference" between the parties for the purposes of the Ontario Labour Relations Act or the collective agreement and must be addressed under the provisions of the UPP and whatever mechanism the Sponsors may implement for issues or disputes related to the UPP and that it is the intention of the Employer and the Union that an arbitrator appointed under the collective agreement shall have no jurisdiction to hear any grievance referred to arbitration or grant any remedy in any way related to the UPP; and
    b. the terms and conditions of the UPP are not subject to collective bargaining, save and except for mutual agreement in writing to withdraw from the UPP.

5. This memorandum of settlement and any other relevant documentation related to the University Pension Plan will be appended to the UOITFA-CUPE 1281 Collective Agreement.

For the Union:

Christine McLaughlin — Date

Chelsea Bauer — Date

For the Employer:

Mikael Eklund — Date

Sylvie Bardin — Date December 10, 2025

Kimberly Nugent — Date December 10, 2025

MEMORANDUM OF AGREEMENT

B E T W E E N:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1281

(the "Union")

- and -

UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY FACULTY ASSOCIATION

(the "Employer")

1. **THE EMPLOYER AND THE UNION HEREBY AGREE** to amend the Memorandum of Agreement re: the University Pension Plan signed and dated by the parties on December 9th and 10th, 2025 (**"MOA"**) as follows:

   Paragraph 4 of the MOA is deleted in its entirety and replaced with the following:

   4. The Employer and the Union agree that on the Effective Date, the Collective Agreement is amended to include:

   (a) The incorporation of "no grievance and arbitration provisions" respecting pension matters – i.e., any and all issues related to the UPP shall not constitute a "difference between the parties for the purposes of the Ontario Labour Relations Act or the collective agreement and must be addressed under the provisions of the UPP and whatever mechanism the Sponsors may implement for issues or disputes related to the UPP and that it is the intention of the Employer and the Union that an arbitrator appointed under the collective agreement shall have no jurisdiction to hear any grievance referred to arbitration or grant any remedy in any way related to the UPP; and

   (b) Acknowledgement that the terms and conditions of the UPP are not subject to collective bargaining, save and except for mutual agreement in writing to withdraw from the UPP pursuant to and in accordance with the terms and conditions of the UPP, including any notice provisions, for doing so.

Dated this 22nd day of December 2025

On behalf of the Union:

On behalf of the Employer: