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# **collective agreement**

*between*

**Canadian Union of Public Employees Local 1281 (CUPE1281)**

*and*

**Centre of Women and Trans People at University of Toronto**

*April 30, 2010 to May 1, 2012*

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# ARTICLE 1: DEFINITIONS

## **1.01 Employer:**

The Centre for Women and Trans People at the University of Toronto, as represented by the Collective who shall be designated the Employer's representative and authorized to administer the Collective Agreement in accordance with Article 3.

## **1.02 Union:**

The Canadian Union of Public Employees, Local 1281.

## **1.03 Employees:**

Those individuals within the bargaining unit as defined in Article 4.

## **1.04 Spouse:**

A person of the same or opposite sex to whom an Employee is married, or with whom an employee is living in a common-law relationship. For the purposes of conferring rights and benefits of this Collective agreement, a common law relationship shall be defined as six (6) months or more of co-habitation in a continuing same or opposite sex relationship.

## **1.06 Staff Liaison:**

A current member of the Collective who acts as the Employer's representative and acts as a liaison between the staff and the Collective regarding all matters related to staffing issues and areas of the Collective Agreement. The Collective with consultations with the staff appoints its Staff Liaisons. The Collective with consultations with the staff may also appoint an alternate member of the Collective to act as the stand in member for the Staff Liaison.

## **1.07 Dependant:**

A spouse and/or child defined in the Income Tax Act of Canada or other person for whom an Employee holds the primary responsibility of providing care and ensuring the health and well being of. Dependant eligibility will be determined on a yearly basis, as per the Income Tax Act of Canada.

## **1.08 In Writing:**

For the purposes of this agreement the term "in writing" shall refer to a hard-copy letter drafted on the Centre's or Union's letterhead, which may be delivered by fax or other means. For these purposes, "in writing" shall not include electronic mail.

## **1.09 Time In Lieu:**

For the purpose of this Agreement, time in lieu means the employee may either take time off or be paid for extra time worked.

## **1.10 Day:**

Working or Business day

### **1.11 Long Term leave**

Long term leave shall be: General leave, Education leave, Parental leave and Maternity leave.

### **1.12 Replacement Employee:**

A replacement employee hired to cover a permanent employee during a long-term leave, and shall enjoy all the rights of the Collective Agreement with the exception of Article 8.10

## **ARTICLE 2: PURPOSE AND SCOPE**

### **2.01 Purpose**

The purpose of this Collective Agreement is to promote the mutual interest of the Employer and its Employees and to provide for the operation of the U of T Women's Center under conditions which will further the welfare of Employees, economy of operations, and quality and quantity of work.

### **2.02 Scope**

This Agreement will establish and maintain rates of pay and other forms of remuneration, other working conditions and conditions of employment, and to provide appropriate procedures for the resolution of grievance and problems during the term of the Agreement. Both parties will make every effort to settle issues at the initial levels through constructive consultation and discussion.

### **2.03 Co-Operation**

It is recognized by this Agreement that it is the duty of the Employer and the Employees to cooperate fully, individually and collectively for the advancement of the conditions defined above and to further the interests of the Women's Centre and its members. The provisions of this Agreement shall take precedence over any conflicting rules, policies or procedures developed by the Employer. In the event of any conflict between any of the terms of this Agreement and the terms of any other rule, policy or procedure, the terms of this Agreement shall prevail.

### **2.04 Gender Neutral Language**

This Agreement, and all communications relating to this Agreement, shall be written in gender neutral language.

## **ARTICLE 3: EMPLOYER'S RIGHTS**

### **3.01 Employer**

From time to time, the Employer shall appoint Staff Liaison, who will 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 Staff Liaison shall be assumed to be the Unions point of contact for all purposes of this Agreement, except where otherwise explicitly provided herein.

### **3.02 Employer's Exclusive Function**

The Union recognizes the functions of the Employer to hire; transfer; promote; demote; relocate; discipline; lay off; recall; classify; maintain order and efficiency; determine the standards of the work to be performed; establish and enforce working rules; and discipline, suspend, or discharge its Employees for just cause. The Employer will act to create a healthy and safe work environment for staff by being a resource and assisting with the work of Employees and the Centre as required.

The Employer agrees to exercise such functions in a fair, reasonable, and equitable manner, and in a manner, which is consistent with other provisions in this Agreement.

Two (2) Staff Liaisons are appointed by the Collective and agreed to upon by the staff, one of whom shall be designated in writing to the Union as the Employer's representative, while the other shall be designated the "Alternate" in the case of the first Staff Liaison's absence, unavailability, and/or conflict of interest in particular circumstances dealing with the grievance procedure.

### **3.03 Employer's Role**

The Employer should seek to establish a healthy, safe and financially stable work environment to ensure conditions of work for Employees of the Centre. The Employer shall create a policy to enhance stability and financial management. Part of the role of the Collective is to assist, provide support and aid with the work of the Centre and its Employees as mutually agreed to by the Employees.

### **3.04 Consistency**

It is hereby agreed that these functions will be exercised in a manner consistent with and subject to the provisions of this Agreement in a manner which is fair and equitable.

## **ARTICLE 4: RECOGNITION AND JOB SECURITY**

The Employer acknowledge the imbalance of power in society is reflected in the imbalance of power in our workplaces, and that women and transpeople make up of an overwhelming majority of the unstable temporary workforce; therefore, the employer shall address this through a commitment to challenging the precariousness of temporary and replacement work, and providing permanent full time employment whenever possible.

### **4.01 Recognition**

The Employer recognizes the Union as the sole and exclusive Collective bargaining agent for all its Employees, including temporary employees hired to replace permanent staff, as defined by Article 08, located at Toronto, Ontario, save and except those persons who are hired as

Summer Student Employees, work-study, part-time or casual employees, as defined by Article 08, and persons who hold office by virtue of election / selection to the Collective of the Centre.

#### **4.02 Job Description**

A job description (including hours) is appended to the Collective Agreement for each permanent position. The job descriptions may not be amended or eliminated without the written agreement of the Union. Such agreement shall not be unreasonably withheld.

#### **4.03 Replacement of Employees**

It is agreed that should the Employer desire to hire a temporary Employee covered by this agreement, who is absent by reason of vacation, leave of absence (paid or unpaid) or other Employer approved reasons, the Employer shall have the right to hire such replacements on temporary. All provisions of the Collective Agreement shall apply to temporary employees hired to replace a permanent position with the exception of their ability to grieve termination when caused by the return to work of the permanent Employee.

#### **4.04 Temporary employees Hired to Permanent**

Any temporary or term employee that has worked for a continuous (6) six months or more and who is hired again for a permanent position for the same position they held as a temporary employee shall be deemed to have completed their probationary period.

#### **4.05 Shop Steward**

From time to time, the Union shall appoint a Shop Steward, who has been elected by and from the members of the bargaining unit as defined in Article 4.01, 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 Shop Steward shall be assumed to be the Employer's point of contact for all purposes of this Agreement, except where otherwise provided.

## **ARTICLE 5: HEALTHY WORK ENVIRONMENT**

#### **5.01 Policies, Laws and Regulations**

The Union and the Employer agree to observe the provisions of the Ontario Human Rights Code, the Ontario Health and Safety Act, Municipal By-laws, University of Toronto and the Employer's policies and procedures. Any claim by an Employee or the Union pertaining to a violation of the Human Rights Acts, or any labour relations legislation may be subject to a grievance which will be processed in accordance with the Grievance Procedure.

# ARTICLE 6: NO DISCRIMINATION / HARASSMENT

## 6.01 No Discrimination

**6.01.1** The Employer recognizes that we exist in the context of an oppressive society. The dynamics of that oppression are complex and multi-layered. Oppression has severely adverse effects on those who experience it. These effects include but are not limited to emotional or mental distress, under/unemployment, decreased/no access to housing, decreased/no access to education, decreased/no access to health care, decreased/no quality of life, decreased/no access to sense of community, decrease/no access to social participation, increased interaction with police/(in)justice system, incarceration and death. In order for oppression to be eradicated the social institutions on which this society is built need to be completely dismantled and restructured in such a way that ensures full participation from oppressed and silenced people.

The Employer agrees that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to any Employee or applicant for employment by reason of age; race; creed; colour; place of origin; ethnic origin; citizenship; ancestry; native language; political or religious affiliation, beliefs or activities (not contradicting the Centre's mandate); gender identity; sex: sexual preference, orientation or identification; marital status; family status; parental status; number of dependants; class; place of residence; record of offences except where it relates to a bona fide qualification because of the nature of employment; Acquired Immune Deficiency Syndrome (AIDS), AIDS-related Complex (ARC), positive Human Immune Deficiency Virus (HIV) test and any other illness or disability so long as it does not significantly impair the performance of the duties of the position; Union membership or activity; nor by reason of the exercise of any of the rights contained in this Agreement.

**6.01.2** 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.

**6.01.3** Where the Employer deems it necessary for the operation of the centre that an Employee shall have a specified level of competence in English and/or French, such requirements shall be deemed non-discriminatory, determined by the Employer/Collective.

**6.01.4.1** Where an applicant is hired under Article 18.06 such hiring shall be deemed non-discriminatory.

## **6.02 No Harassment**

**6.02.1** The U of T Women's Centre-St. George Campus Collective can add to Article 6 not take away at any time during the duration of this agreement provided these additions do not counter Article 18 of this agreement.

**6.02.02** The Employer agrees that there shall be no form of harassment exercised or practiced with respect to any Employee or any applicant seeking to become an Employee by reason of any grounds as set forth in Article 6.01.1.

**6.02.03** There shall be no harassment of the Employees by members of the Collective, users of the Centre or from work-study, part-time or summer positions. Any complaint alleging harassment shall be made first to the Staff Liaison as the Employers representative. Harassment by volunteers of the organization is the responsibility of the Employer. Harassment shall be defined as conduct that is vexatious or should reasonably be understood to be unwelcome in an employment setting, such as:

### **Emotional Abuse/ Sexual Harassment**

- i) unwelcome remarks, jokes, innuendoes, or taunts about a person, in person, via mail, email telephone calls, or voice mail;
- ii) insulting gestures or practical jokes of a nature which cause awkwardness, embarrassment or offence;
- iii) offensive comments and/or actions which demean, humiliate or threaten an individual or group;
- iv) displaying graffiti offensive pictures or written material – mail, email;
- v) leering, smirking (suggestive staring);
- vi) 'outing' one at work, to family, associates, or government agency.
- vii) unwanted attention of a sexually oriented nature, stalking, fondling, patting, kissing;
- viii) refusing to talk to, or work with, a person by reason of any of the prohibited grounds;
- ix) demands for sexual favours or unwanted sexual overtures;
- x) implied or expressed promise of reward for complying with a sexually oriented request;

- xi) implied or expressed threat of reprisal, actual reprisal, or the denial of opportunity for the refusal to comply with a sexually oriented request;
- xii) sexual assault – Any non-consensual, sexual, violent physical and emotional act involving psychological manipulation, coercion, or physical force. Such contact may include rape (sexual intercourse – oral, anal or vaginal involving another person without that person’s consent or cognizance), anal or genital penetration with or without object, or the touching of an unwilling person’s intimate parts (genitalia, groin, breast, buttocks, chest or clothing covering them) or forcing an unwilling person to touch another’s intimate parts. Persistent unwanted contact or attention after the end of a “consensual” relationship.
- xiii) physical assault/abuse- hitting, slapping punching, kicking, pushing or harming one in any way. Forced feeding of undesired food and medications, throwing objects, or throwing employees on chairs, tables, floor, wall etc; confining, holding or preventing one from leaving or entering;
- xiv) behavior which may reasonably be perceived to create a negative working environment;
- xv) reprisal or threat of reprisal against any grievor, witness or any person involved in the investigation of a grievance under this Agreement.

### **6.03 Gender Harassment and Discrimination**

Gender Identity is defined herein to refer to the understanding of gender outside of biological sex and/or limited to a Male/Female definition. Gender identity is fluid and rooted in self-identity or multiple genders, trans-sexualism, intersex, transgender identity or gender-less.

Gender-based Harassment refers to discrimination, alienation, intimidation and silencing or the differential treatment of a person as a result of their gender identity.

Gender-based Harassment may include the following forms:

- ❑ Denial of employment, resources, promotion, fair wages and/or underemployment of a worker due to gender identity.
- ❑ Unwanted or unwelcome comments, conduct or behavior, such as gestures, threats, or verbal, written or physical abuse, that humiliate, intimidate, exclude and isolate an individual or group based on this ground.
- ❑ Intentional or unintentional privileging of certain individuals due to their gender identity.
- ❑ Reinforcing in policy and/or practice gender-based resources, work environment, services, programs that are rooted in gender-locked binaries.

- ❑ Systemically excluding, alienating and creating a silencing work space for individuals whose gender identities surpass Male/Female dichotomy.
- ❑ Creating work space that tolerates harassing treatment, fear, hatred, or extreme negative attitudes to workers due to gender identity.
- ❑ Advocating for policy or procedural changes that deems reverse genderphobia or reverse oppression as a legitimate basis to terminate programs, services, or staff.
- ❑ Unwanted attention, both psychical and emotional to individuals due to gender identity
- ❑ behavior, language or terminology which could reasonably be interpreted as patronizing and as undermining self-respect or adversely affecting performance or working conditions.
- ❑ Negative or derogatory comments, offensive nicknaming or name-calling, innuendo, insults or slurs that are rooted in gender identity.
- ❑ Silencing of talk about gender-identity or treating topics differently than other issues
- ❑ Forcing workers to 'come out' or stay 'in the closet' against their wishes with respect to gender identity.
- ❑ Written threats or derogatory emails, telephone calls, voice mail, or mail, that are rooted in gender identity
- ❑ Genderphobic graffiti or posters
- ❑ Negative stereotyping of particular groups based on their gender orientation.
- ❑ Maintaining values, belief systems and disseminating literature that promotes hatred towards persons based on their gender orientation

#### **6.04 Racial/Ethnic Harassment and Discrimination**

Racial motivated incidents – refers to the actions, gestures and incidents that are rooted in systemic and interpersonal based racism.

The occurrences of racial motivated incidents that lead to the creation of an intimidating, hostile, or offensive work environment for the worker; or unreasonably interfering with the work performance, living environment, personal security, or participation in any university/community-sponsored activity of the worker(s); or threatening the employment opportunities of the worker. Racial-based harassment can occur within the work environment or outside the physical workspace while in the company of people associated with the work environment. This may include employers, workers or members of other agencies, organization's patrons, committee members, other staff, university professionals, or members of the advisory committee to the UofT's Women's Centre-St. George Campus Collective.

Racial Harassment can occur can include the following:

- ❑ Demeaning racist statements, of-color jokes, crude remarks, offensive stories, and remarks rooted in a person's clothing, body, hair, appearances etc.

- ❑ The display or circulation of written materials, pictures, telephone calls, emails, voice mail, or mail that staff finds racist
- ❑ Intentional and unintentional privileging of European descended people over non-European descended people
- ❑ Providing resources, service, programs that are exclusionary on racial grounds
- ❑ Advocating for policy or procedural changes that deems “reverse racism” or reverse oppression as a legitimate basis to terminate programs, services or staff
- ❑ Bias in administrative decisions, employment and workplace practices, promotion, appointment, leave, and salary increases due to one’s racial identity. Subject to 10.01.1.
- ❑ Behaviors which could reasonably be interpreted as offensive and patronizing, and as undermining self respect or adversely affecting performance or working conditions
- ❑ Undue and unwanted attention, such as repeated flirting, compliments about clothing or physical attributes, staring, or making racially-connoted gestures
- ❑ On-going devaluing of staff’s concerns around identifying racism
- ❑ Making staff’s work difficult due to a racially hostile environment
- ❑ Using a position of power and authority to: 1) threaten or punish, either directly or by implication, for refusing to tolerate racism, or for reporting racism, or 2) promise rewards for dropping a complaint rooted in racism
- ❑ Engaging in inappropriate verbal and other expressive behavior of a racial nature in instructional settings.
- ❑ Unwanted attention to staff due to racial background leading to watching, repeated unsolicited contact or gifts, etc, the term *stalking* may be appropriate.

#### **6.05 Sexual Orientation**

Homophobia/heterosexism or harassment based on sexual orientation is defined as a set of actions, behaviors, decisions and gestures rooted in the systemic intolerance, erasure and exclusion of individuals from aspects of the public sector as a result of their sexual orientation which sometimes includes individuals self defining as bisexual, queer, transsexual, two-spirited, ‘women loving women,’ transgender, lesbian, asexual, gay homosexual, poly-gendered, gender questioning or undecided.

Harassment based on sexual orientation can include the following:

- ❑ Abuse of power by a superior in such matters as, for example, appraisal, promotion and discretionary pay.
- ❑ Inappropriate or derogatory remarks in connection with work performance, appearance or personal attributes in front of other or in private towards queer or trans staff.
- ❑ Homophobic remarks, innuendos, gossip, or jokes including the transmission of offensive materials or statements via electronic means, telephone or mail.
- ❑ Suggesting those posters, images, publications and other print materials that are trans or queer are removed from the space.

- ❑ Threatening to ‘out’ a staff member or going ahead and ‘outing’ them whether in a meeting, to community, at an event or to community in the work environment.
- ❑ Engaging in a discussion with trans or queer identified staff with the hope of ‘converting’ them in the name of God or Higher Being.
- ❑ Advocating for policy or procedural changes that deem ‘reverse’ homophobia or ‘reverse’ oppression as a legitimate basis to terminate programs, services or staff.
- ❑ Proposing or requesting that same-sex partners of staff be excluded from community or public events organized by the Centre
- ❑ Persisting that trans or queer identified staff explain, justify or tell stories about their experiences as linked to sexual preferences or orientation or choices.
- ❑ Perpetuating the belief, actions, advantages, assumptions, in superiority (in policy, procedure, services, programming, or interpersonally) of heterosexuals or heterosexuality. It includes unrecognized privileges of heterosexual people and the exclusion of non-heterosexual people from policies, procedures, events, and decisions about what is important.

## **6.06 Ableism**

**6.06.1** *Ableism or Harassment on the Basis of Hidden or Visible Disability shall be defined as offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of a hidden or visible disability*

## **6.07 Family Status**

Discrimination based on Family Status is defined as a ‘set of actions, behaviors, decisions and gestures rooted in the systemic intolerance, evasure and exclusions of individuals based on their family status, ie.: single parents, parentless people, trans, queer parents, polyamorous/polygamous families.

Discrimination based on Family Status can include the following:

- ❑ Not recognizing all spouses/family types in employee contracts and support initiatives.

## **6.08 Class**

Class based discrimination or harassment is defined as a set of actions, behaviors decisions and gestures rooted in the systemic intolerance, erasure and exclusion of individual from the public sector based on their financial/economic status or holdings, personal/ familiar class background, persons collection government/ social assistance or Support, such as EI, Welfare, ODSP or other assistance programs.

Class based discrimination or harassment can include the following:

- Expecting employees to pay out of pocket with the expectation of re-imbusement for Centre related materials.
- Not providing travel cost from schedule work at Centre for the first week of employment or until first paycheck kicks in, whichever first.
- There will be no uniform, specific attire requirements or dress code expecting of employees with the exceptions of the prohibition of any article of clothing that depicts oppressive images or statements.

#### **6.09 Discrimination towards prisoners/ex-prisoners**

Discrimination is defined as a set of actions, behaviors decisions and gestures rooted in the systemic intolerance, erasure and exclusion of individual from the public sector based on current or former incarceration in any youth, or adult, provincial, federal, municipal, or private correctional facility in any country.

Discrimination towards prisoners/ex-prisoners can include the following:

- Expecting potential or current employees to disclose bondability.

#### **6.10 Harassment from Collective Members**

**6.010.1** Harassment from a member of the Collective shall be defined as complaints not related to work performance, any offensive comment and/or action which demeans an individual or causes personal humiliation.

#### **6.11 No Barrier to Employment Equity**

**6.11.1** Nothing in this article shall be construed as a barrier to the formation or the implementation of any employment equity plan mutually agreed upon by the Employer and the Union.

#### **6.12 “Harassment-free Workplace” Postings**

**6.12.1** All locations in which Employees in the bargaining unit regularly perform duties shall have posted, in a prominent location, a sign the measurements of which shall be at least 50cm by 50cm, informing all who attend such location that all work locations operated by the Employer are harassment-free workplaces.

#### **6.13 Personal / Performance Harassment**

Any work-related or performance complaint expressed in a public forum or not addressed to the Staff Liaison, whether expressed by a member of the Collective, or a member using the Centre shall also be defined as harassment.

#### **6.14 Personal Services**

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

#### **6.15 Denial of Services**

The Employer recognizes the right of staff to refuse service to individuals that behave belligerently or abusively, or that contravene the Centre's or the University of Toronto'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 or Employee;

(b) An Employee who refuses service to an individual must immediately notify their Staff Liaison 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 to the Staff Liaison, except where an imminent threat to the safety and security of any individual remains, in which case the Employee will have the right to be accompanied by the Shop Steward for any discussion, or by a representative of the Union of their choosing where the Shop Steward may not be immediately available.

(c) An Employee who refuses service to an individual must immediately notify the Shop Steward in writing of the incident as soon as reasonably possible, and in all cases within (2) two working day following the incident. Such written notice will include the date, time, and location of the incident, a full account of the circumstances which lead to a denial of service and a list of witnesses to the incident where possible;

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

(e) A meeting between the Employee, the Staff Liaison, and the Shop Steward will be held as soon as is reasonably possible, and in all cases within one week following the incident, the purpose of such a meeting being to discuss the circumstances which lead 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 factor are normal in daily operations; this will not be considered denial of service.

## **ARTICLE 7: UNION SECURITY – DUES AND LABELS**

### **7.01 Compulsory Membership**

The Employer agrees that all Employees, as a condition of continuing employment, will become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union, during the life of the Agreement. All future Employees of the Employer will as a condition of continued employment become and remain members in good standing in the Union subject to the provision of Article 15.02 governing the probationary period.

### **7.02 Time for Union Duties**

Those Employees who are Union officers and/or Committee Members will 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, and participation in negotiations and arbitration. Employees must provide the Employer with reasonable notice of such required absences, permission for which the Employer will not reasonably withhold. Time spent by Employees performing such Union duties will be considered as time worked.

### **7.03 Representation**

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

### **7.04 Bargaining Unit Work**

Only Employees hired according to the process specified in Article 18 or transferred in accordance with Article 18.07 may perform bargaining unit work, as set out in the job descriptions.

### **7.05 Correspondence to the Union**

Where notice or reply to the Union is required by any provision of this Agreement, such notice will be in writing to the shop steward, with a copy immediately forwarded to the President of the Union.

#### **7.06 Union Dues – Deductions**

The Employer will deduct from every Employee the amount authorized by the Union as Union dues, and assessments once per pay period. Such deductions will be made from the payroll at the end of each pay period and will be forwarded to the Treasurer of the Union not later than the 15th day of the following month accompanied by a list of names, contact information, and job title of all Employees from whose wages the deductions have been made.

#### **7.07 Union Dues – Annual Statement**

At the same time that Income Tax (T4) slips are made available, the Employer will print on the amount of Union dues paid by each Union member in the previous year.

#### **7.08 Union Label**

The CUPE Union label shall be placed and displayed in the workplace and on all the materials such as posters, leaflets and/or written document produced by Union members.

## **ARTICLE 8: TEMPORARY EMPLOYEES AND 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 will not be hired, and contracting-out will not be utilized, so as to result in the displacement or layoff of bargaining unit members.

#### **8.02 Temporary Employees**

Notwithstanding the above Article, the Union recognizes the need for the Employer to hire temporary employees under certain circumstances. The Employer agrees that such appointments are not substitutes for, or alternatives to, regular employment. Such Employees are hired only:

(a) To replace a regular Employee on leave as defined in Articles 24, 25 and/or Article 26; or,

(b) Where additional work of a short term project, not to exceed 9 months, requires the hiring of an added full-time Employee; or,

(c) Where the immediate filling of a vacancy is not feasible.

### **8.03 Temporary Position Description**

When a temporary position with more than 24 hours/week is created, the Employer must consult with the Union to establish the job description.

### **8.04 Temporary Employee Rights**

Temporary Employees appointed to greater than 24-hours per week, for more than 13 weeks will be compensated at a rate equal to the base rate, (save and except Summer Student Employees, work-study employees.) Furthermore, the person filling the position will enjoy all the rights and benefits of the Collective Agreement which will be effective from the first day of their temporary employment, save and except:

(a) Layoff procedures as defined under Article 19 except when the Employee is laid off before the term of the contract expires;

(b) Seniority as defined under Article 16;

### **8.05 Summer Student Employees**

Additional work may arise which will be of a short-term nature for which summer students may be appointed by a temporary contract for a maximum of four months in the period between April 15 and September 15 of each year. Such students will be registered at a post secondary institution immediately before, during or immediately after such contract.

### **8.06 Retention of Benefits**

Where a temporary employee who has attained the Benefits defined in Article 29, is subsequently hired to a permanent position through the hiring process in Article 19, such benefits will continue uninterrupted.

### **8.07 Creation of Permanent Position**

If the temporary position is to be subsequently made permanent, the Union and the Employer must mutually agree to amend Appendix A (Job Descriptions) to include such a new position. Should a permanent position arise that is being filled by a temporary contract, the Employee has the right to apply as an internal candidate, provided that her work performance has been satisfactory during the contract up to that point. The hiring process for filling vacancies as defined under Article 18 will then be followed.

### **8.08 Notification**

Where an appointment is made under Article 8, the Employer will notify the Union.

### **8.09 No Contracting Out**

In order to provide job security for the members of the bargaining unit the employer agrees that all duties or services performed by the Employees shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any person, company or non-unit employee without consent of the Union.

### **8.10 Term of Replacement**

The maximum term of a replacement employee shall be twenty four (24) months. The replacement employee shall enjoy the benefits of the collective Agreement outlined in Articles 20.03, 20.04, 20.05 and 20.06 upon the termination of her contract. These benefits shall be in effect only after employment for 18 months

## **ARTICLE 9: ACQUAINTING OF NEW EMPLOYEES**

### **9.01 Informing New Employees**

The Employer agrees to inform new Employees that a Union Agreement is in effect and the conditions of employment set out in the Articles dealing with the Union Security and 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.

### **9.02 Employee Introduction to Union**

On the Employee's commencing employment, the Employer will introduce the new Employee to their Shop Steward and will provide them with a copy of the Collective Agreement.

### **9.03 Collective Introduction**

The Union will hold a session during the Annual Collective training normally held in the summer months. Additional training can be held as requested. The purpose of the meeting will be to hold an introduction session with regards to the Collective Agreement and the Union.

## **ARTICLE 10: LABOUR / MANAGEMENT CO-OPERATION**

### **10.01 Right to Participate**

**10.01.1** Desiring to maintain participation in the Employer's operations over and above the participation provided for in the job descriptions, the Employer agrees that all

meetings of its Collective, its sub-committees, commissions, and committees, with the exception of those meetings which deal with contract negotiations, staff evaluations, formal grievances, and all matters concerning staff discipline and discharge, shall remain open to all Employees. Staff attendance at all meetings, participation in sub-committees and participation as described in this clause shall be on paid time.

**10.01.2** The Employee shall be informed of, and have the right to participate and in consensus decision-making discussions in Collective meetings. The Employee shall be informed of, and have the right to participate in consensus decision-making discussions in committees, and all caucuses and other groupings of the Employer, save and except those that exclude persons on the basis of gender, sexual orientation, race and/or ethnicity, class and dis/ability. Attendance at all meetings of such bodies shall be at the expense of the Employer.

**10.01.3** Management responsibility lies solely with the Collective but permanent staff may be placed in a supervisory position over term and casual Employees with the mutual agreement of the permanent staff and the Employer for ease of operational functions. Such "supervisory duties" shall not imply any Employer functions pursuant to Article 2.

**10.01.4** The Employer agrees to undertake ongoing education for Collective members and Employees regarding this Agreement.

## **10.02 Structure of Meetings**

Union/Employer co-operation meetings will be scheduled at the request of either party, after which a meeting time will be scheduled within a period of seven days. Meetings should take place when requested and at a time that is mutually agreed to discuss any questions, excluding grievances, which may arise in connection with office procedures or any suggestions for the Centre and its services. The meetings shall not be held to discuss wages or any other matters related to bargaining and or the administration of this Agreement. The minutes for meetings will be taken on a rotating basis with an agenda available before meetings.

## **10.03 Scope of Discussions**

It is understood that Union/Employer co-operation meetings will not deal with matters which are properly the subject of Collective bargaining or the administration of the Agreement, unless otherwise mutually agreed to by the parties.

#### **10.04 Recommendations**

Union/Employer co-operation meetings may forward recommendations to the Union and/or the Employer.

#### **10.05 Time Off for Union Duties**

Time spent by Employees in Union/Employer co-operation meetings will be considered to be time worked.

#### **10.06: Notice to the Union**

Where notice to the Union is required in fulfillment of any obligation of any clause of this Collective agreement, such notice shall be in writing to the shop steward with a copy to the President of CUPE Local 1281 at 25 Wood St Suite 102, Toronto ON. M4Y2P9

## **ARTICLE 11: NEGOTIATIONS**

#### **11.01 Negotiating Committees**

The Union will be entitled to select a negotiating committee of no more than three persons and not less than 2 persons. The Union will advise the Employer of the names of the members of this committee at the time it gives notice to bargain to the Employer. The Employer will select a negotiating committee of not more than three persons and not less than two persons. The Employer will notify the Union of the names on this committee within five business days of the Union's notice to bargain.

#### **11.02 CUPE Assistance**

In accordance with the CUPE 1281 by-laws, the Union will have the right to have the assistance of representatives of the Canadian Union of Public Employees when negotiating with the Employer, in addition to the three Union members on the committee. The Union will 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 will have access to the Employer's premises in order to investigate and assist in settlement of grievances as defined in Article 12. Such access will be at a reasonable time on prior notice to the Employer and will not unreasonably interfere with the operation of the Employer's business.

#### **11.03 Time Off for Union Duties**

The Employees selected by the Union to represent it on the negotiating committee will be entitled to attend all Union/Employer negotiating meetings held within working hours without loss of remuneration.

#### **11.04 Exchange of Information**

In order to facilitate Collective bargaining the parties agree to share all information, data, reports, save only those privileged communications passing between the Employer and its Industrial Relations Counsel and/or its Board of Directors and between the Union and its Industrial Relations Counsel and/or its members. Such information may include the following list of items which is offered here as being merely illustrative: job descriptions, positions in the bargaining unit, current wage and benefit levels, technical information relating to comparative wage surveys, cost of living, other economic indicators, and budget data.

## **ARTICLE 12: INFORMAL COMPLAINT**

**12.01** The Employer agrees that it is the desire of the parties here to that complaint of Employees shall be adjusted/dealt with as quickly as reasonably possible. It is understood that an Employee has no grievance until they have first given their Staff Liaison an opportunity to adjust/deal with their complaint. If an Employee has a complaint, they shall first discuss the matter with their Staff Liaison, within forty (40) days after the Employee would reasonably be expected to have become aware of the circumstances giving rise to the complaint.

**12.02** The Staff Liaison shall be allowed ten (10) working days to seek information and advice from the collective and other allied organizations, along with communicating their decision, in writing, to the complainant is satisfied. Failing settlement, the Staff Liaison shall immediately forward all files, notes, correspondence etc. to the Collective. The complainant has the right to file a written grievance in the following manner and sequence

## **Article 13: GRIEVANCES**

#### **13.01 Definition**

A Grievance will be defined as any difference arising out of the interpretation, application, or alleged violation of this Agreement or a case where the Employer has acted improperly.

#### **13.02: Types of Grievances**

(a) **Individual Grievances:** A grievance, whether initiated by an individual or by the Union, that is confined in scope to a particular Employee.

(b) **Group Grievance:** Where the matter is of concern to a group of Employees or where several individual grievances, after being consolidated at some stage, are brought forward as one grievance.

(c) **Policy Grievance:** Where either party disputes the general application, interpretation, or alleged violation of an Article of this Agreement, where the matter of concern is not specifically confined in scope to any particular Employee.

(d) **Union Grievance:** Where the matter is of specific concern to the Union.

### **13.03: Grievance Procedure**

Grievances shall be dealt with in the following manner:

(a) **Step One:**

1. The Union will file a written Notice of Grievance with the Employer's representative within ten (10) business days of the date upon which the incident giving rise to the grievance first occurred, except for a grievance filed under Article 31 (Health and Safety) in which case the Grievor will have twenty (20) business days.
2. The Union will seek to settle the dispute with the Employer's representative to the satisfaction of the Grievor, which may include a meeting. The Grievor has the right to be present at this step.
3. The Employer's representative will provide the Union with a written response to the Notice of Grievance within ten (10) business days. If warranted the Employer's representative shall schedule a meeting within five (5) business days after the response to the grievance is submitted.
4. Failing resolution of the grievance to the mutual satisfaction of the Union and the Employer, either may request an escalation of the resolution process to Step Two within ten (10) business days of the issuance of the Employer's response.
5. Should no further request or response be brought forward by the Grievor or the Union within ten days of the Employer's response being issued or a meeting taking place, the

matter will be considered to be resolved to the mutual satisfaction of the parties, and no further action will be expected or required.

**(b) Step Two:**

1. Failing resolution of the grievance under Step One, the Grievor may request a meeting between the Union, the Employee(s), and the Employer's representative to attempt to resolve the matter. This meeting will occur no later than ten business days following the request.
2. Failing resolution of the grievance to the mutual satisfaction of the Union and the Employer, either may request an escalation of the resolution process to Step Three after ten (10) business days following the last meeting attended by all parties.
3. Should no further request or response be brought forward by the Grievor or the Union within sixty (60) days following the last meeting attended by all parties, the matter will be considered to be resolved to the mutual satisfaction of the parties, and no further action will be expected or required.

**(c) Step Three:**

Failing resolution of the grievance under Step Two, the grievance will be resolved through the arbitration process as defined under Article 14.

## **ARTICLE 14: ARBITRATION**

### **14.01 Selection of Arbitrator**

(a) The Union and the Employer will meet within ten business days of notification of the intent to proceed to arbitration, for the purposes of selecting a single arbitrator.

(b) Where a single arbitrator has been agreed upon by the Union and the Employer, the arbitrator will be requested in writing by the party requesting the arbitration, to set a place, time and date for the hearing within 120 days of such request.

(c) Where a single arbitrator does not accept the request to arbitrate, or where they are unable to set a hearing date within the 120 day period stipulated, the Union and the Employer will meet within ten business days to select another arbitrator.

(d) Where the Union and the Employer are unable to agree on a single arbitrator within ten business days of meeting for that purpose, or where two arbitrators have been selected but decline or were unable to set a date within the 120 days specified, either the Union or the Employer may request, in writing of the Minister of Labour for the Government of Ontario to appoint an arbitrator.

#### **14.02 Arbitrator's Authority and Process**

(a) The Arbitrator will hear and determine the subject of the grievance and will issue decision which is final and binding upon the parties and upon any Employee or Employer affected by it.

(b) The Arbitrator will determine their own procedure, but will give full opportunity to all parties to present evidence and make representation.

(c) The Arbitrator will not have the power to alter or amend any provision of this Agreement.

(d) The Arbitrator will have the power to amend a grievance, modify penalties, and relieve against non-compliance with time limits, or any other technicality or irregularity.

(e) The Arbitrator will have jurisdiction to determine whether a grievance is grievable.

#### **14.03 Clarification of Decision**

Should the Union and the Employer disagree as to the meaning of the decision of the arbitrator, either party may apply within 15 business days to clarify the decision.

#### **14.04 Arbitrator's Expenses**

The Union and the Employer will bear the expenses of its representative and both will share equally the fees and expenses of the arbitrator.

#### **14.05 Access to the Work Place**

The Union and the Arbitrator will have access to the Employer's premises to view working conditions, machinery, or operations which may be relevant to the resolution of the grievance. Such timely access will not be unreasonably withheld upon notice being given, and will not unreasonably interfere with the operation of the Employer's business.

#### **14.06 Time Limits**

The time limits defined under Article 13 may be extended by mutual agreement between the Union and the Employer.

#### **14.07 Time Off for Union Duties**

An Employee will be permitted the necessary time off without loss of pay or benefits to prepare for, travel to, and attend any arbitration process.

## **ARTICLE 15: RECOURSE**

#### **15.01 Just Cause**

**15.01.1** The Employer shall not discipline, suspend or discharge an Employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the Employer.

#### **15.02 Progressive Recourse**

**15.02.1** The Employer accepts and gives effect to the principle of progressive recourse by adopting the procedures set forth below. The Employer recognizes that, prior to imposing disciplinary action, an Employee shall be given a reasonable opportunity to correct the situation complained of.

**15.02.2** Any of the time allowances set out in this Article may be extended if mutually agreed to in writing by the Employer and the Employee. Such agreement shall not be unreasonably withheld by either Party.

**15.02.3** Failure to reasonably conform with the provisions of this article shall render the recourse, suspension or discharge null and void.

#### **15.03 Recourse Process**

##### **15.03.1 Step One: Notice of Meeting**

Prior to any consideration of recourse, the Employer who has a complaint or who has received a complaint concerning an act, omission, or failure to conform to a required standard, including but not limited to, gender, sexual, racial or

ethnic harassment, shall, within ten (10) working days of receiving the complaint, notify the Employee in writing and schedule a meeting to be held within fifteen (15) working days to discuss the subject matter of the complaint informally. The Notice of Meeting 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 her representation at the meeting. If the complaint is dismissed by the Employer, the Notice of Meeting and all other relevant documentation concerning the meeting shall be destroyed.

**15.03.2** Step Two: Letter of Warning

If the complaint is not dismissed, or otherwise resolved, as a result of the meeting referred to in 15.03.1, or where the Employee waives explicitly, or implicitly by not attending, her opportunity for such meeting, the Employer may, within twenty-one (21) days of the meeting, send the Employee a Letter of Warning. Where a Letter of Warning is sent to an Employee. The Letter of Warning shall state the recourse action that may be imposed, in accordance with the procedures herein contained and/or, where the complaint concerns the standard of the Employee's work, if the Employee fails to bring her work up to a reasonable standard by a given date to be determined by the Employer. Such date shall give the Employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning. No act, omission, or failure to conform to a required standard shall appear in a Letter of Warning which did not appear in the Notice of Meeting issued under 15.03.1.

**15.03.3** Step Three: Recourse Meeting

Prior to imposing discipline, and within fourteen (14) days of becoming aware of the circumstances which, in her opinion, provide *prima facie* grounds for the recourse action, the Employer shall notify the Employee in writing of the time and place of the complaint to enable the Employee to make adequate response to the allegations, and shall inform the Employee that she is entitled to Union representation at the meeting.

**15.03.4** Step Four: Notification of Action

The Employer shall advise the Employee in writing of its decision within fifteen (14) days of the recourse meeting referred to in Step Three and the decision shall include the reasons as to why any disciplinary action is to be taken.

**15.04 Confidentiality**

**15.04.1** The Employer and the Employee agree that all correspondence and meetings relating to disciplinary procedures shall be kept strictly confidential between the parties directly involved in the investigation and processing of the complaint.

#### **15.05 The Recourse Files**

**15.05.1** Both parties agree that an Employee's service file may contain entries of a disciplinary nature and must be kept in a locked and safe place.

**15.05.2** The record of a recourse action and matters forming the basis of or raised during such a recourse action shall not be referred to or used against an Employee after a period of twelve (12) months following such an action, unless a directly related recourse action occurs during such a period. In such actions, the earlier action and matters forming the basis of or raised during such action may be referred to or used against an Employee for a further twelve (12) months following the subsequent recourse action. Any time during which an Employee is on total layoff shall not be regarded as part of the twelve (12) month period(s) specified above.

**15.06** Notwithstanding 14.02, 14.03.1 and 14.03.2 it is understood that the Employer reserves the right, in extreme situations, to suspend an Employee with pay for just cause without having to first issue a Letter of Warning (14.03.2), subject to Articles 12, 13, 14.03.3 and 14.03.4

**15.07** Grievance related to the procedures set forth in this Article, or to any disciplinary action, suspension or discharge, may proceed to Step One of Article 13 within fifteen (15) days of the date of notification by the Employer stipulated in Article 14.03.4. The grievance may then proceed according to the remainder of Article 12.

**15.08** The employees covered by this Agreement shall have the right to refuse to cross legal picket lines that directly interfere with the performance of their duties. Failure to cross such picket lines shall not be grounds for disciplinary action. Salary shall not be deducted for any time not worked as a result of such refusal. Staff shall endeavor to continue working in an alternate location.

## **ARTICLE 16: SENIORITY**

### **16.01 Definition**

Seniority is defined as length of service in the bargaining unit and will be applied on a bargaining unit wide basis. Seniority will be applied in determining preference for promotions, transfers, demotions, layoffs, recall and as set out in other provisions of this Agreement.

### **16.02 Probationary Period**

A newly hired Employee will be on probation for a period of three months from the date of employment. During the probationary period the Employee will be entitled to all rights and benefits of this Agreement except as otherwise stated. The Employee will be given orientation, training, and evaluations during this time period. After completion of the probationary period, seniority will be effective from the original date of hire. Probationary Employees may be discharged at any time during the probationary period, subject to the Employer acting reasonably, fairly, equitably, and non-discriminatorily and in good faith.

### **16.03 Seniority List**

The Employer will maintain a seniority list showing the date upon which service in the bargaining unit commenced for each Employee. This list will be made available upon request by any member of the bargaining unit.

### **16.04 Loss of Seniority**

An Employee will not lose seniority while duly absent from work in accordance with other applicable Articles of this agreement, because of sickness, accident, layoff or leave of absence approved by the Employer, or legal strike action. An Employee will only lose seniority in the event that:

- (a) The Employee is discharged for just cause and is not reinstated through the Grievance Procedure.
- (b) The Employee resigns or retires.
- (c) The Employee fails to return to work within one week following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It will be the responsibility of the Employee to advise the Employer of any such cause, and to ensure the Employer is kept informed of their current address and phone number.
- (d) The Rehire Limit as defined in Article 19.08 has passed.

## **ARTICLE 17: EVALUATION and STAFF DEVELOPMENT**

### **17.01 Employee Evaluation**

The Parties agree that the employees are entitled to receive evaluations of the employee's work and abilities. The Parties agree that evaluations be available through formal and informal avenues. The Collective is encouraged to provide the Employees with constructive informal feedback on an on-going basis. Any written and formal evaluation shall be discussed with the Employee and the Employer and will be signed by the Employee and dated to indicate their knowledge of the written evaluation but shall not be considered an agreement or consent of the information contained within the evaluation. The Employee also has the right to add their comments to the evaluation. The Parties agree that formal evaluation is not intended to replace or discourage informal and constructive comments and evaluations.

**17.02** Evaluation of collective members: Employees are encouraged to present recommendations of action to collective members in Employee reports during collective meetings without recourse or negative action taken by the Employer.

**17.03** Every 1 year on the date of hire, upon request, employees will be presented with a written performance evaluation to be completed by the collective and delivered by an evaluation committee.

**17.04** The Collective will develop a process in which staff and others who work with staff have an opportunity to provide input on staff performance. Employees are not mandated to formally evaluate themselves or their coworkers unless they choose to do so. A standard form is to be developed for this purpose by the Collective.

**17.05** The evaluation committee will compile and consider the information and present the employee with a completed performance evaluation within two weeks of initiation of this process. The completed evaluation shall be signed by both parties and will become part of the employee's employment file. Only the final evaluation will be submitted to the employees file. Signatures simply imply that the evaluation has been seen, not that there is an agreement with statements on the evaluation.

- 17.06** Should the Employee and Employer not be able to reach an agreement on the evaluation, it may be included in the employment file with a written submission by the employee attached. Employees shall be given at least five (5) working days notice of an evaluation.
- 17.07** All evaluations shall be in writing and provided to the employee within five working days of completion. The employee shall have the right to comment in writing and such comments shall be appended to the evaluation.
- 17.08** All information will be kept private and confidential. All evaluations will be kept in a locked cabinet in the office.

## **ARTICLE 18: STRIKES AND LOCKOUTS**

### **18.01 No Strikes and Lockouts**

For the duration of this Agreement, there will be no strikes or lockouts by the Employees covered by this agreement, except as outlined in the Ontario Labour Relations Act.

### **18.02 Third Party Pickets**

In the event that any other Employee of the Employer, or employees at the University of Toronto St. George campus who are members of either CUPE, United Steel Workers and/or OPSEU, or other parties that are engaged in a strike and maintain a picket line:

Employees covered by this Agreement shall have the right to refuse to cross picket lines that directly interfere with the performance of their duties. Failure to cross such picket lines shall not be grounds for disciplinary action. Salary shall not be deducted for any time not worked as a result of such refusal. If the Employer requires, Employees who refuse to cross picket lines that directly interfere with the performance of their duties shall work in an alternate location.

## **ARTICLE 19: FILLING VACANCIES / HIRING PROCESS**

### **19.01 Employment Equity Statement:**

The Employer believes:

Oppression does not occur in the absence of privilege and it is the responsibility of those with privilege to relinquish that privilege and work in solidarity with oppressed people. The Women's Centre at U of T St George campus recognizes that individuals are not oppressed or privileged but rather, that most people experience dynamics of oppression and dynamics of privilege in their day-to-day lives. Groups that experience systemic oppression include but are not limited to women, indigenous, people of colour, queers, trans people, working class people, immigrants, non-English speaking people (except pertaining to Article 6.01.3), people in under resourced communities, people with visible with non visible and visible disabilities, and fat people. And understanding of anti-oppressive principles will permeate all labour policy and practices taking place at the Centre. Moreover, the Centre recognizes that structural and institutional injustice exists, thus, both conscious and unconscious prejudice influence our experiences, that we live in a society rooted in oppression, and the process of developing a sound anti-oppression analysis is ongoing.

In the non-existence and impossibility of a "level playing field" with regards to people's experience and job qualifications and methods of evaluating the above, as well as the need to dismantle these inequalities in our hiring policy, where applicants are qualified, hiring preference shall be given to persons outlined in 18.01. All hiring notices shall include the statement in 18.01.

**19.01.1** The Women's Centre at U of T St George campus welcomes the contributions that individuals from marginalized communities bring to our organization, and invites aboriginal people, people of colour, two-spirited, poor people, queer people, trans people, sex workers, gender variant and gender queer, working-class people, single parents, members of racialized groups, immigrants and people with disabilities to apply, and people of non-western and/or dominant faiths. We encourage applicants to describe the contributions and experiences they, as individuals who identify with marginalized communities, would bring to the Centre, in their cover letter, and submit a one-page personal statement locating themselves and their work within the dynamics of power and privilege.

## **19.02 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 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 will not be subject to any provision under this Agreement.

### **19.03 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.

### **19.04 Examination of Vacant Position**

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 will provide the Union with two days notice of such meeting. In accordance with other provisions of this Agreement, the Union and Employer must mutually agree to amend any job description, or portion thereof.

### **19.05 Hiring Procedure**

**19.05.1** A hiring committee shall be formed to fill any bargaining unit position. The hiring committee shall include members of designated groups pursuant to Article 18.01.

**19.05.2** The hiring shortlist shall include members of designated groups included in Article 18.01.

### **19.06 Hiring, Promotions and Staff Changes**

**19.06.1** In making staff changes, transfers, promotions, or in filling vacancies or new positions, appointments shall be made of the applicant with the greatest seniority. In the case of an Employee applying for a position in a job classification in which they have not worked before, the Employer must agree that the job is such that the applicant could learn and perform the duties after three months during which training is provided, and orientation. An evaluation of the applicant will occur after two months when the orientation is complete and the training period is nearly complete. If the evaluation indicates that the applicant cannot perform the required duties she will be returned to their former position. Any Employee displaced by this movement will also be returned

to their former position except for any probationary Employees who may be terminated.

**19.06.2** In making vacation appointments or any other short-term appointments, the Employer must clearly explain the parameters of work to the Employee and forward a copy of said parameters of work to the union with start and end dates. It is the responsibility of the Employer to inform Employees the contents of the Collective Agreement.

### **19.07 Staff Transfers**

**19.07.1** Any bargaining unit member shall be given an interview for any open or new positions. If the bargaining unit member is not hired for the position, the hiring committee shall put the details of their decision in writing and send a copy to the applicant.

### **19.08 Recall of Employees on Layoff**

No new Employees will be hired when there are Employees on layoff qualified and willing to do the job and able to start within ten working days. Employees being recalled shall be notified in writing, by registered mail, at least one month in advance of the date of the recall. If the Employee fails to notify the Employer, in writing, of her intention to return to work within one week of receiving the recall notice, she shall forfeit her seniority rights. It shall be the responsibility of the Employee to keep the Employer informed of her current address.

### **19.09 Internal Posting Period**

The posting for a vacancy shall be first advertised internally, for a period of (10) ten working days during which time Employees may submit an internal application, and the process will continue as described in Article 18.07.

### **19.10 External Advertising**

Where no application has been received from an Internal Applicant, or where the requirements of Article 18.07.1 have been fulfilled and a vacancy still exists, the Committee will 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 will be the sole purview of the Employer.

### **19.11 Hiring Decision**

In accordance with Article 3.02, the final hiring decision shall be the purview of the Employer, who may accept or reject any recommendation made by the Committee under Article 18.06.1. The Employee involved in the hiring shall be part of the discussion(s) to make the decision but does not have the final determination. The Employer has the responsibility of informing the chosen candidate about the decision.

#### **19.12 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 her position, including general office orientation and an introduction to policies and procedures.

#### **19.13 Letter of Employment**

The Employer shall provide a Letter of Employment to the newly hired employee within (5) five business days from the time the decision was made.

## **ARTICLE 20: LAYOFFS AND RECALLS**

#### **20.01 Seniority and Security**

The Union and the Employer recognize that job security should increase in proportion to length of service in the bargaining unit. In the event of a layoff, an Employee about to be laid off may bump any Employee with less seniority, providing the Employee exercising this right is qualified for the position. Such bumping rights must be exercised within 15 working days of the Notice of Layoff as defined in the next Article, Article 19.02.

#### **20.02 Notice of Layoffs**

Employees being laid off shall be notified in writing at least four (4) weeks in advance of the date of the layoff explaining the reasons for the layoff. A copy of the letter shall also be sent to the Employee. If the Employee does not have the opportunity to work her regular hours for four (4) weeks after notice of layoff, she shall be paid for that part in which work is not available. "In the event of a layoff notice, the Employer and the Employee shall discuss how to obtain such employment as is possible for the Employee(s) facing layoff.

#### **20.03 Right to Vacation Pay**

An Employee on layoff may request, at their option, payment in credit of accrued vacation days. Such payment will be issued on the next regular pay day for all Employees, provided the

request is made at least five business days in advance. Employees on layoff will not accrue any additional vacation days from the date of layoff.

#### **20.04 Retention of Benefits During Layoffs**

The Employer agrees to pay the full coverage for a basic health insurance plan for the first six (6) months of a total layoff unless the Employee is eligible for equivalent benefits through other employment.

#### **20.05 Severance**

If, as a result of the Employer permanently ceasing all or part of the operations, or if by reason of any changes in operating methods, the Employer is permanently unable to provide work for a displaced Employee at the same rate of pay in a comparable class of work, the Employee shall be given four (4) weeks notice. Severance pay shall be four (4) weeks pay at the regular rate of the position last held for the first completed year of service and two (2) weeks additional pay for every completed year of service to a limit of four (4) years.

#### **20.06 Rehiring Limit**

The Employer will be required to make a decision whether to rehire an Employee on layoff within four (4) months of the effective date of the layoff. Six (6) months following layoff, the Employees employment with the Women's Centre at the University of Toronto, St. George campus will cease, and no further benefits or payments will be due.

#### **20.07 Recall Order**

**20.07.1** The Employer will recall employees in the order of their seniority, provided they are qualified to do the work.

**20.07.2** Employees being recalled shall be notified in writing, by registered mail, at least one month in advance of the date of the recall. If the Employee fails to notify the Employer, in writing, of her intention to return to work within one week of receiving the recall notice, she shall forfeit her seniority rights. It shall be the responsibility of the Employee to keep the Employer informed of her current address.

## **ARTICLE 21: TRAINING**

### **21.01 Training**

- 21.01.1** The parties recognize the organizational and individual benefits to be obtained through staff training, and that training shall be understood as an ongoing means of enabling employees to maximize their talents and their abilities.
- 21.01.2** Employees who wish to attend courses related to their employment and offered during working hours must have the approval of the employer. Operating requirement shall be the major consideration in granting or rejecting such approval, which shall not be unreasonable withheld.
- 21.01.3** In the event that the employer should introduce new methods or machines which require new or greater skills than are possessed by an employee, the employer shall provide training for the employee(s) affected, at the employer's expense.

The Employer agrees to make reasonable efforts to provide training opportunities for its employees, including Conflict resolution training from an accredited organization. The Employer shall carry the cost of such training and establish and maintain an adequate budget line for staff development.

Employee/s attending any training shall be paid their wage.

## **ARTICLE 22: HOURS OF WORK AND OVERTIME**

### **22.01 Hours of Work**

- 22.01.1** Each Employee is responsible to the Employer for the number of hours for which she is hired to a maximum of thirty-two (32) hours per week, Monday through Friday including one (1) paid lunch hour for everyday worked.

### **22.02 Overtime**

- 22.02.1** Employees shall be compensated for overtime worked after 32 hours in one week for full-time employees. This compensation will be time off at a rate of 1.5 hours per hour of overtime worked, and will be compensated as a pay out for up to a maximum of 3 hours per week. Overtime beyond working 35 hours in one week will be compensated in lieu time at a time mutually agreed to by the Employer and Employee. Such request shall not be unreasonably denied.

- 22.02.2** No more than twenty (20) working days of overtime may be accumulated in one year (Sept.1 - Aug. 31) and no more than five (5) working days of overtime may be accumulated in any one month. No more than five (5) days of accumulated compensatory time shall be taken at any one time without consent of the Employer. Such consent shall not be unreasonably withheld. The Employer shall provide the conditions under which accrued overtime can be taken off.
- 22.02.3** Employees are required to fill in hours in a daily log book to be kept in a mutually agreed upon place.
- 22.02.4** The Staff Liaison will be responsible for reviewing Employee log book each pay period.
- 22.02.5** A monthly log sheet outlining overtime hours, vacation days accrued, sick days accrued, and self care days accrued will be filled out by employees and kept in the employee hourly log book.
- 22.02.6** While Employees are expected to work on weekends occasionally, Employees shall have the right to refuse to work more than one weekend in one month.
- 22.02.7** Work related traveling except traveling to regular working hours, shall be considered working time.

### **22.03 Right to Refusal of Overtime**

Employees have the right to refuse any request of the Employer to work overtime hours beyond 32 hours a week.

## **ARTICLE 23: HOLIDAYS**

**23.01** The Employer has the right to add to the list of holidays any additional Holidays during the length of the Agreement, however there is no right to remove any holiday from the list.

### **23.02 Statutory Holidays**

Employees shall be given the following paid holidays: All Employees shall be entitled to all statutory holidays (New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day), as well as Easter Monday, Civic Holidays, December 23 and 24, the working days that fall between Christmas Day and New Year's Day, May Day, International Women's Day, Prisoner's Justice Day (August 10) and seven (7) floating holidays chosen at the Employee's discretion and approved by the Employer.

Such holidays shall normally be taken on the day they occur, but individual Employees may substitute these particular days with days of their own choosing provided they give the Employer one week's notice in writing. Other days that may be substituted, include but are not limited to First Nations Day, Chinese/Vietnamese New Year, Rosh Hashanah, Nowruz, Samhain, Diwali, Kwanza, Eid, Salem, Yom Kippur, Summer Solstice, Winter Solstice, Beltain, Lunar New Year, African Liberation day, Passover, Eastern Orthodox Christmas, Armenian genocide remembrance day, Imbolc, Lughnasda, Vernal equinox, Fall equinox and all Federal, Provincial and Municipal statutory holidays.

### **23.03 Holidays Falling on Days not Normally Worked**

In the event that a holiday falls on a day not normally worked, the next day normally worked shall be considered the holiday. " And "If the holiday falls within the Employee's vacation period, the Employee shall, in addition to their regular paid vacation, receive an extra day's vacation in lieu of such holiday.

### **23.04 Holiday During Vacation**

If the paid holiday defined under Article 22.02 falls within the vacation period assigned to or chosen by the Employee, such day will not be counted as a vacation day.

## **ARTICLE 24: VACATIONS**

### **24.01 Entitlement**

**24.01.1** Full time Employees shall be entitled to twenty (20) working days vacation with pay annually, from the date of hire. Temporary Employees shall be entitled to either 5% vacation pay or pro-rated vacations.

**24.02 Vacation Year**

For the purposes of Article 23, Vacation Year shall be defined to coincide as the period between the date of hire and anniversary of the date of hire.

**24.03 Carry Forward**

Annual vacation must be spent in the year that it is earned except that a maximum of ten (10) working days per year may be carried forward to the next year, unless otherwise mutually agreed upon by Employer and Employee.

**24.04 Vacation Request**

Unless the Employer and the Employee mutually agree otherwise, all requests for vacation time shall be submitted to the Employer for approval at least one (1) month in advance for every two weeks taken. Such approval implies that the Employer has some control over the scheduling of vacation periods in order to ease the operations through "peak" periods, but that this control shall not be used to deny the Employee the right to an unbroken vacation period should this be desired by the Employee.

**24.05 Vacation Entitlement**

Employees shall be entitled to additional vacation on the following basis:

After 2 year’s service..... 6 weeks

After 3 year’s service..... 7 weeks

After 4 year’s service..... 8 weeks

**24.06 Illness During Vacation**

Sick leave will be substituted for vacation entitlement, where it can be medically certified that an illness or accident occurred while on vacation. Other types of leave, such as bereavement, may also be substituted for vacation, subject to Article 25.

**ARTICLE 25: SICK LEAVE**

**25.01 Definition**

**25.01.1** Sick leave is the period of time an Employee is absent from work with full pay by virtue of being mentally or physically ill or disabled, including personal crisis health affects, exposed to a contagious disease, or under examination or treatment by a health care practitioner or because of an accident for which compensation is not payable under the Worker's Compensation Act.

## **25.02 Credits**

- 25.02.1** Sick days per year shall be earned by Full-time Employees at the rate of two (2) days for every month an Employee is employed during the first two (2) years, and two and a half (2.5) days for every month subsequently.
- 25.02.2** The unused portion of an Employee's sick leave shall accrue for the Employee's future benefit up to a maximum of one hundred and twenty (120) working days. There shall be no buy-out or pay-back on any portion of sick days.
- 25.02.3** Employees shall be entitled to an additional four (4) hours maximum per month, paid time for medical appointments above and beyond appointments taken during sick leave time.

## **25.03 Sick Leave Without Pay**

- 25.03.1** Sick leave without pay shall be granted to an Employee who does not otherwise qualify for sick leave with pay, provided that there is a reasonable expectation that the Employee is able to return to work within one (1) year of the date of application for sick leave without pay.

## **25.04 Certificate of Illness**

- 25.04.1** An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) consecutive working days, or in excess of twenty (20) sick days taken in a year, certifying that she was unable to carry out her duties. If the Employer requests that the Employee obtain a certificate of illness from a doctor for sick days taken, the Employer shall cover the cost of the certificate.

# **ARTICLE 26: LEAVE OF ABSENCE**

## **26.01 Requests**

**26.01.1** Unless stated otherwise all requests for leave mentioned in Article 16 shall be made to the Employer in writing, fourteen (14) days before the leave begins indicating the time(s) and date(s) being requested.

**26.01.2** Thirteen (13) weeks or one quarter of the length of the leave, using whichever is the earlier date before the end of the leave an Employee must notify the Employer in writing stating their intention to return. If written notice is not received, the Employer may begin hiring process to fill vacancy at the end of the leave.

**26.01.3** Long term leave shall be a maximum of twenty four (24) months.

## **26.02 Bereavement Leave**

**26.02.1** An Employee shall be granted ten (10) work days without loss of salary or wages in the case of the death of: a relative, partner, spouse, significant other, child, grandchild, grandparent, parent of partner/spouse, anyone who has been residing in the same household and close personal friends. Where burial takes place more than one thousand kilometres from the place of residence of the Employee, an additional two (2) days leave with pay shall be added to such bereavement leave. In exceptional circumstances, additional leave without pay may be granted.

## **26.03 Maternity/Paternity and Adoption Leave**

### **26.03.1 Right to Continue Working**

A pregnant Employee who wishes to continue working during the period of pregnancy shall not be denied that right.

### **26.03.2 Parental Leave of Absence**

A leave of absence of up to one year shall be granted at the request of any Employee in order to care for newly-born or adopted children. The Employee shall receive full salary for the first two (2) weeks of a parental leave of absence. The employer shall pay the difference between the employee's Employment Insurance benefits and ninety-five percent of regular earnings for the full period of time the employee qualifies for such benefits. Employees who are not eligible for Employment Insurance benefits, and who have been employed for a period of twenty weeks, will be granted leave with full pay for ten weeks. The

Employee on parental leave is entitled to remain on the Employer's health plan without change to the Employer's contribution and continues to accumulate vacation allowance.

#### **26.04 Gender Transitioning Leave**

Employees who have been employed for a period of twenty weeks shall be granted full leave with pay for a period of ten weeks for the purpose of transitioning, or the option of ten (10) weeks' worth of pay to subsidize any transitioning costs not covered under Ontario Health Insurance Plan in lump sum advance where financially possible.

#### **26.05 Jury Leave**

The Employer shall grant leave of absence to an Employee who serves as a juror or witness in any legal proceeding. The Employer shall pay such an Employee the difference between her normal earnings and benefits and the payment she receives for jury service or being a witness, excluding payment for travelling, meals and other expenses to a maximum of five (5) working days. The Employee will present proof of service and the amount of pay received.

#### **26.06 Family Leave**

- 26.06.1** Employees shall be entitled to leave of absence with pay for the following:
- a. up to three (3) working days for flood or fire in the Employee's home;
  - b. one (1) working day for a formal hearing to become a Canadian citizen;
  - c. one (1) working day for graduation of the Employee, spouse/partner or dependent;
  - d. one (1) working day for moving one's household (maximum of one (1) day per year).
  - e. Personal crisis (1) working day.

#### **26.07 Incarceration Leave**

- 26.07.1** Employees shall be entitled to up to one (1) week leave without loss of salary or benefits for a period of time spent in a Canadian jail. Should such an incarceration extend for more than one (1) week, the Employer shall grant the Employee leave without pay for the remainder of the incarceration. It is agreed that Employees have the right to refuse to undertake any action which the Employee reasonably expects could result in a fine or incarceration.

## **26.08 Leaves of Absence Without Pay**

**26.08.1** The Employer agrees to grant an employee general leave of absence of up to one year, without pay. By mutual agreement, such leave may be extended. Employees requesting or claiming leaves of absence shall normally give at least one (1) month written notice. Such notice must include the commencement date and the term of the leave. Such leave shall not be unreasonably withheld.

## **26.09 Compassionate Leave**

**26.09.1** Upon the Employee's request, an Employee shall be granted leave with pay of up to three (3) calendar weeks to attend to an ill relative, partner/spouse or close friend/associate, once per year. Where the illness is diagnosed as life-threatening or terminal, an additional four (4) weeks of leave without pay shall be granted. Request for additional leave without pay shall not be unreasonably withheld.

## **26.10 Self Care Days**

**26.10.1** Employees shall be entitled to five (5) working-days Self Care Days annually with pay.

## **26.11 Paid Union Leave**

Employees will be granted Union Leave with full pay, upon five working days notice being provided, to attend Union Meetings of CUPE 1281, scheduled during regular working hours to a maximum of sixteen (16) hours per calendar year, per Employee. Time spent at such meetings will not be used in the calculation of overtime.

## **26.12 Election Leave**

Employees will be allowed, Election Leave with full pay, four consecutive hours off before the closing of polls in any federal, provincial, or municipal election or referendum.

## **26.13 Education Leave**

The Employer agrees to grant an employee an educational leave. Such leave is to be taken to pursue longer education. Terms of the leave shall be by mutual agreement between the Employer and the Employee. Employees requesting educational leave shall normally give at least two (2) months written notice. Such notice must include the commencement date and the term of the leave. Such leave shall not be unreasonably denied.

#### **26.14 Solidarity Leave**

Upon the Employee's request, an Employee shall be granted leave with pay of up to two (2) days to show and or give solidarity to organizations, institutions, individuals or issues that are in struggle. These solidarity must be within the vision statement and mandate of the Center.

#### **26.15 Community Volunteer Leave**

The Employee shall be granted, in each calendar year, eight (8) hours leave with pay to work as a volunteer for a community organization or activity.

Subject to operational requirements as determined by the Employer and with advance notice of at least ten (10) working days, an Employee's volunteer leave shall be approved.

Employees may volunteer outside of regular working hours; however, volunteer hours must be scheduled in a way that does not result in overtime or time in lieu. The employer is not responsible for travel expenses, or other expenses incurred by the employee through their volunteer work.

The volunteer work must be aligned with the Vision and Mandate of The Centre.

## **ARTICLE 27: PAYMENT OF WAGES AND ALLOWANCES**

**27.01** The Employee shall be paid salaries and wages up to date and semi-monthly, in accordance with the attached Appendix B (Wages), forming part of this Agreement. Each Employee shall receive with their pay an itemized statement of the salary and deductions for the pay period and year to date figures. Such payment may be made by direct deposit or by cheque.

**27.02** It is understood that where an Employee is instructed to keep books and handle payroll etc. the ultimate responsibility and liability remains with the Employer to ensure correct, up to date and timely execution of such payments, deductions and cheques.

**27.03** Employees shall, upon written request, receive on the last day preceding the commencement of their annual vacation, all wages which may fall due during the period of their vacation.

## **ARTICLE 28: EMPLOYMENT EXPENSES**

**28.01** The Employer shall reimburse for any and all costs incurred by employees related to duties carried out for the Centre or for purchases for the Centre. Employees however shall not be expected to incur out-of-pocket expenses for the Employer or the Centre.

### **28.02 Travel Expenses**

**28.02.1** Mileage rates paid to Employees using their own automobiles for the Employer's business, upon approval of Employer, shall be 35¢ per km. If an Employee does not own a car or does not elect to use a personal car, the Employer shall, if requested, provide transportation appropriate to the occasion.

### **28.03 Legal Costs**

**28.03.1** The Employer shall provide for any legal costs incurred by employees related to duties carried out for the Centre.

## **ARTICLE 29: BENEFITS**

**29.01** The Employer shall pay 100% of the cost of the benefits plan made available through the University of Toronto Graduate Students' Union subject to provisions of its carrier as outlined in the Letter of Understanding #3

**29.02** The Employee can choose to receive 10% of her monthly wages in lieu of benefits. This payment-in-lieu is to be made on a monthly basis.

### **29.03 Registered Retirement Savings Plan Benefit**

The Employer shall contribute toward an RRSP, chosen by the Employee, for each full-time employee. The amount shall be 4.5% of the Employee's gross annual salary (as indicated on their preceding T4 slip). Payroll taxes will be withheld from the contribution. The Employee will fill out The Centre for Women and Trans People at the University of Toronto RRSP form indicating the financial institution (bank or credit union) where the contribution should be made. The contribution shall be made each February 1<sup>st</sup> or the last day of employment.

## **ARTICLE 30: JOB DESCRIPTION**

### **30.01 Job Description**

The Employer agrees to provide to the Union job descriptions for all positions included under Article 4 which are mutually agreed upon, such descriptions will be included in Appendix A which shall form a part of this Agreement, and which will be recognized by the Union and the Employer as the job descriptions.

### **30.02 Changes in Job Description**

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

## **ARTICLE 31: HEALTH AND SAFETY**

### **31.01 Workplace Health and Safety**

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

**31.02** If any Employee feels her safety is being compromised or put at risk by the actions of any clients or volunteers of the Employer, any visitors to the premises of the Employer, the Employee shall have the right to arrange for the removal of such persons from the workplace, or the right not to be on the premises until the Employer resolves the situation.

### **31.03 Health and Safety Improvement Fund**

The Employer agrees to contribute substantial amount to a Health and Safety Improvement Fund, to be administered and used by the Employer for the investigation of workplace health and safety issues, to promote the occupational health and safety of Employees, or to improve the health, safety and ergonomics of the work environment, including the upgrade and maintenance of equipment. The Union and the Employer will mutually agree on expenditures to be allocated from this fund.

### **31.04 Ergonomics**

The employer will hire an ergonomic consultant as well as follow through on the consultant's recommendations to ensure employees are working in an ergonomically sound set up.

### **31.05 Emergency / First Aid Training**

The Employer will make available to its Employees the opportunity to attend a properly accredited Emergency/First Aid Course. Time spent attending this course will be considered as time worked, and the Employer will assume all costs, if any, of this course.

### **31.06 Computer Stations**

**31.06.1** Employees shall have the right to refuse to work at computer stations with video display monitors which emit radiation.

**31.06.2** The Employer agrees to supply computer-screen filters for all Video Display Terminals in the workplace, at the Employees request.

**31.06.3** In purchasing new or replacement computer station equipment, the Employer shall ensure that emission levels from VDT equipment do not exceed those allowed by current Ontario governmental standards and shall ensure that other computer station equipment adequately provides for the comfort and health of the Employee.

**31.06.4** No Employee shall be required to work in front of a VDT for more than four (4) consecutive hours at a time.

**31.07** An Employee has the right to refuse hazardous work.

## **ARTICLE 32: COPIES OF THE AGREEMENT**

**32.01** The Employer shall print a copy of the Collective Agreement for each Employee and collective member within thirty (30) days of signing, with the costs to be borne by the Employer.

**32.02** The Employer shall provide and pay translations of this Agreement as needed.

**32.03** In case of disagreement between the English Agreement and other translations, the English agreement shall be enforced.

## **ARTICLE 33: DURATION OF THIS AGREEMENT**

### **33.01 Duration**

**33.01.1** This Agreement will continue in force and effect from the date of ratification until **May 1, 2012**.

### **33.02 Invitation to Bargain**

**33.02.1** The Union or the Employer may not more than two months and not less than one month prior to expiration date of this Agreement present to the other, in writing, proposed terms for a new further Agreement and/or amendments to this Agreement. Following such notice, arrangements for a meeting between the Union and the Employer will be secured within one month. At such meeting, the parties will commence negotiations on the proposed amendments and/or terms of a new Agreement.

### **33.03 Extension of this Agreement**

**33.03.1** Failing Agreement by May 1, 2012 on a new or amended Agreement, this Agreement and all its terms will continue in force until a new Agreement is executed, or the right to strike or lockout accrues whichever comes first.

SIGNED this \_\_\_\_ Day of \_\_\_\_ 2011 at Toronto, Ontario

For the Union

\_\_\_\_\_  
Sabera Esufali

\_\_\_\_\_  
Margaret Lam

\_\_\_\_\_  
Jennifer Stacey

\_\_\_\_\_  
Marco Luciano

For the Collective

\_\_\_\_\_  
Michelle Pettis

\_\_\_\_\_  
Karen Keung

\_\_\_\_\_  
Sofia Guerrieri

\_\_\_\_\_  
Anisha (Elizabeth Sarah) Thomas

## **APPENDIX A - JOB DESCRIPTIONS**

The following are tasks and responsibilities which comprise paid job descriptions for the staff at The Women's Centre. It is understood that staff may delegate tasks to volunteers, Work-Study, Summer Students, temporary or part-time employees. This would allow staff to attend to tasks that further develop and maintain other aspects of The Women's Centre. In such cases, the staff will act in a supervisory and supportive role for the delegated tasks.

### **Programming and Volunteer Coordinator**

With the support of the Board of Directors and staff, the Volunteer and Programming Coordinator is responsible for the following categories:

- Recruitment, Outreach and Communication:
  - Designing and executing recruitment and outreach campaigns
  - Designing a variety of media-traveling displays, posters, ads, community service announcements
  - Maintaining office hours and handling office communications
  - Organizing information meetings
  - Assisting action groups with ongoing volunteer recruitment
  - Promoting OPIRG Toronto throughout campus and community
  - Maintaining and facilitating communication with other groups on campus and in the community
  - Updating website
  - Producing promotional pamphlets and information kits
  - Managing events board, job board and housing board
  
- Orientation and Volunteer Placement:
  - Organizing trainings relevant to volunteer and organizational needs
  - Meeting and interviewing new volunteers
  - Providing reference letters for volunteers as needed
  - Providing ongoing guidance to volunteers as it pertains to OPIRGs structure, policies, procedures etc.
  
- Training:
  - Identifying training needs and opportunities for volunteers and Board members
  - Facilitating/coordinating training sessions designed to meet the anti-oppression mandate and goals of the organization as required
  - Providing issue and skill based support/resources to volunteers

- Documenting training strategies
- Creating information and training and volunteer manuals as required
- **Supervision, Tracking and Evaluation of Volunteers:**
  - Reviewing and offering support for volunteer and action group activities
  - Ensuring volunteers and action groups maintain the integrity of the organization, understand and adhere to OPIRG Toronto's policies and procedures
  - Encouraging volunteers to provide ongoing feedback about organization
- **Programming and Action Groups:**
  - Provide on-going assistance to volunteers and action group initiatives
  - Attending action group meetings as needed
  - Assisting volunteers in the production of posters, pamphlets and outreach materials
  - Assisting volunteers and action groups in goal setting, programming initiatives, troubleshooting, record keeping and research
  - Supporting action groups in the maintenance of healthy group dynamics
  - Assisting with networking and providing information about campus and community groups, media contacts and relevant resources
  - Liaising with campus groups for planning joint activities and coalition building
  - Organizing and coordinating events that could lead to the establishment of new action groups or volunteer projects
- **Participating in Decision-Making:**
  - attending board meetings, staff meetings, relevant working group & committee meetings
  - assist in policy & planning
  - attending OPIRG provincial meetings & staff meetings, where possible
  - overseeing Board elections and orientation
- **Organizational Development:**
  - Working to strengthen cooperation between OPIRG Toronto volunteers and volunteers at other PIRGs
  - Informing volunteers about provincial opportunities (e.g. networking, funding, etc)

## **Administration and Information Coordinator**

With the support of the Board of Directors and staff, the Administration and Information Coordinator is responsible for the following categories:

- **Administration:**
  - financial management (banking, accounts payable, payroll, budgeting, audit preparation and reporting)
  - record keeping (maintain administrative & project file systems, archives)
  - correspondence (answering/responding to email and phone inquiries),
  - office organization (office supplies, maintenance)
  - grant proposals and administration
  - maintenance & development of Resource Centre
  - supervision of office volunteers and grant staff
  - plan Annual General Meeting and other special events
  - handle sponsorship proposals and room booking requests
  - managing events board, job board and housing board
  
- **Project & Event Coordination:**
  - assist board & volunteers with event/project programming, including conceptualizing, planning, publicizing, organizing, coordinating logistics, follow-up
  - co-ordinate layout, and submissions for OPIRG Action Speaks Louder quarterly newsletter
  - assist with anti-oppression training and program implementation
  
- **Promotion & Outreach:**
  - producing outreach materials (e.g. pamphlets, posters, press releases, newsletters)
  - networking with campus/community groups on common issues
  - work in coordination with other staff and volunteers to organize orientation week, and other events
  
- **Participating in Decision-Making:**
  - attending board meetings, staff meetings, relevant working group & committee meetings
  - assist in policy & planning
  - attending OPIRG provincial meetings & staff meetings, where possible
  - overseeing Board elections and orientation

- **Volunteer Coordination:**
  - assist the F/T Volunteer Coordinator with recruitment, orientation, placement, training, & supervision of volunteers
  - assist in coordination of action groups
  - assist in the maintenance of volunteer database, and support, evaluation & appreciation of volunteers/action groups

## **APPENDIX B – WAGE RATES**

During the term of this agreement:

1. The base wage of full time Employees and temporary Employees defined in Article 8.04 is \$20.00 per hour
2. The wage will be increased yearly at the rate 5%
3. The schedule of the yearly increase will be the anniversary of the Employee's date of hire.

## **APPENDIX C – COST OF LIVING ALLOWANCE (COLA)**

1. In order to protect the living standards of the bargaining unit members, wages shall be adjusted annually to reflect increases in the cost of living.
2. During the term of this agreement, the amount of the cost of living allowance shall be determined and re-determined on the basis of the Consumer Price Index for Metro Toronto published by the Dominion Bureau of Statistics herein referred to as the Consumer Price Index.
3. During the term of this agreement the annual increase in the cost of living allowance shall be paid in January.