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# **collective agreement (unit 2)**

*between*

**Canadian Union of Public Employees Local 1281**

*(hereinafter referred to as "The Union")*

*and*

**Ryerson Students' Union (RSU)**

*(hereinafter referred to as "The Employer")*

***April 1, 2015 to March 30, 2018***

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# **Article 1:**

## **DEFINITIONS**

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- 1.01 RSU (Ryerson Students' Union)**  
Ryerson Students' Union, formerly the Ryerson Students' Administrative Council (RyeSAC), at Ryerson University as defined by its letters patent and by-laws.
- 1.02 EMPLOYER**  
The Ryerson Students' Union at Ryerson University, as represented by the Executive and the President who shall be designated the Employer's representative and authorized to administer the Collective Agreement in accordance with Article three (3).
- 1.03 UNION** The Canadian Union of Public Employees, Local 1281.
- 1.04 EMPLOYEES**  
Those individuals within the second bargaining unit of the Ryerson Students' Union as defined in Article 4.01.
- 1.05 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.
- 1.06 DEPENDANT**  
A spouse, child, other person defined in the Income Tax Act of Canada 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.
- 1.07 CORRESPONDENCE TO UNION**  
Where notice or reply to the Union is required by any provision of this Agreement, such notice shall be in writing to the sub-local Shop Steward, with a copy immediately sent to the President of the CUPE Local 1281 via e-mail at [president@cupe1281.ca](mailto:president@cupe1281.ca) and to the Service Coordinator via email at [office@cupe1281.ca](mailto:office@cupe1281.ca) and forwarded via regular mail to the Union at #25 Wood Street, Suite 102, Toronto, Ontario, Canada M4Y 2P9. Any notice which does not meet this requirement shall be deemed to be null and void.
- 1.08 IN WRITING**  
For the purposes of this agreement the term "in writing" shall refer to a hard-copy letter drafted on company or union letterhead, which may be delivered by email or fax, and a hard copy also provided to CUPE 1281 by postal mail and date stamped within five (5) days of the original letter fax. If the original signed copy is not received the electronic letter shall be deemed void.
- 1.09 SUB-UNIT**  
Refers to those unionised employees who hold positions in this bargaining unit, namely the Executive Director of Operations and Services and the Executive Director of Communications and Outreach.
- 1.09 BUSINESS DAY**  
The term business day or day shall refer to those days where the main office, SCC311 of the Employer is open between Monday and Friday.
- 1.10 BUSINESS HOURS**  
The Employer shall conduct its operations between 10am and 6pm Monday to Friday.

## **Article 2:**

### **PURPOSE OF THIS AGREEMENT**

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#### **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 Employer's business 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 co-operate fully, individually and collectively for the advancement of the conditions defined above and to further the interests of the RSU's members.

## **Article 3:**

### **MANAGEMENT RIGHTS**

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#### **3.01 EMPLOYER'S REPRESENTATIVE**

The President shall be appointed as the Employer's representative and they will be the final authority to 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 President shall be the Union's point of contact for all purposes of this Agreement, except where otherwise explicitly provided herein. In the advent that the President is unavailable the Vice-President of Finance and Services shall be temporarily designated the Employer's representative.

#### **3.02 MANAGEMENT'S EXCLUSIVE FUNCTION**

The Union acknowledges that it is the exclusive function of the Employer to manage the operations in which the Employer is engaged, and without restricting the generality of the foregoing, to:

- (a) Maintain order, discipline and efficiency, amongst its Employees;
- (b) Make, alter, and enforce from time to time reasonable rules, regulations and policies to be observed by its Employees, and before altering any such rules it will consult with the Union and provide them an opportunity of making representations regarding such proposed changes.
- (c) Hire, direct, promote, retire, evaluate, reclassify, transfer, layoff, suspend, discipline or discharge for just cause any Employee;
- (d) Determine the nature, type, and scope of operations and services to be operated, the methodology of extending these services, the kinds and locations of offices, operations and services to be utilized, the control of such operations and the extension, limitation, curtailment or cessation of the same and to determine, and in the interests of efficient operations, the standard of service for each and to provide the necessary resources to achieve such standards.

#### **3.03 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**

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#### **4.01 RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for its supervisors of the Employees in unit one, including temporary employees, as defined by Article 7.02, located at Toronto, Ontario.

#### **4.02 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**

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#### **5.01 NO DISCRIMINATION**

The Employer agrees that there will be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to any Employee by reason of age; race; creed; colour; place of origin; ethnic origin; citizenship; ancestry; native language; religious affiliation, beliefs or activities; gender; sexual orientation; class; marital status; family status; parental status; number of dependants; place of residence; Acquired Immune Deficiency Syndrome (AIDS), positive Human Immune Deficiency Virus (HIV) test; handicap or disability; Union membership or activity; record of offences except where it relates to a bona fide qualification because of the nature of employment; nor by reason of the exercise of any of the rights contained in this Agreement. In respect of the above every Employee has a right to equal treatment with respect to all aspects of employment including, but not restricted to, the distribution of work and opportunity for employment.

#### **5.02 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, Ryerson University 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 of a grievance, which will be processed in accordance with the Grievance Procedure.

#### **5.03 TESTS**

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

#### **5.04 NO HARASSMENT**

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

- (a) Any improper behaviour which is offensive to any Employee and which that one knows or ought reasonably to have known would be inappropriate or unwelcome; or,
- (b) Objectionable conduct, comment or display made on either a one-time or continuous basis that demeans, offends, intimidates, belittles or causes personal humiliation or embarrassment to an Employee; or,
- (c) Unwanted attention of a sexually oriented nature; or
- (d) Implied or expressed promise of reward for complying with a sexually oriented request; or
- (e) Implied or expressed threat of reprisal, actual reprisal or the denial of opportunity for the refusal to comply with a sexually oriented request; or
- (f) Remarks or behaviour, which may reasonably be perceived to create a negative working environment.
- (g) Offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demeans and belittles an individual(s) and/or causes personal humiliation.

**5.05 HARASSMENT FROM BOARD MEMBERS OR MEMBERS OF UNIT 1**

Harassment from a member of the Board of Directors or an employee of unit 1 shall be defined as complaints not related to work performance, any offensive comment and/or action which demeans an individual or causes personal humiliation.

**5.06 PERSONAL/PERFORMANCE HARASSMENT**

Any work-related or performance complaint expressed in a public forum or not addressed to the immediate supervisor of an Employee, whether expressed by Management, a duly elected or appointed member of the Board of Directors, or an Employee shall also be defined as harassment.

**5.07 AFFIRMATIVE ACTION**

Nothing under Article 5 will be construed as a barrier to the formulation or implementation of any affirmative action plan mutually agreed upon by the Union and the Employer.

**5.08 PERSONAL SERVICES**

The rules, regulations and requirements of employment 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.

**5.09 DENIAL OF SERVICE**

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

- (a) Where the actions of any individual pose a threat to the safety and security to the Employee or to any other individual, Employees must take appropriate steps to immediately notify Ryerson security.
- (b) An Employee who refuses service to an individual must immediately notify their supervisor of the incident. The Employee may then choose to refrain from discussing the incident further, until such time as written notice of the incident has been provided in accordance with articles 5.08 (c) and (d), 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 any other Employee 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 one business 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's representative 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 Employer's representative, 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 6:**

### **UNION SECURITY – CHECK-OFF OF UNION DUES**

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#### **6.01 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 within 30 days of employment with the Employer, subject to the provision of Article 13.02 governing the probationary period.

#### **6.02 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's representative with reasonable notice of such required absences, permission for which the Employer will not reasonably withhold. Time spent by Employees in performing such Union duties will be considered as time worked, but will not be used in the calculation of overtime as defined in Article 22.10

#### **6.03 REPRESENTATION**

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

#### **6.04 BARGAINING UNIT WORK**

Only Employees hired according to the process specified in Article 16 may perform bargaining unit work, as set out in the job descriptions.

#### **6.05 CORRESPONDENCE TO 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.

#### **6.06 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 Secretary-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.

#### **6.07 UNION DUES - ANNUAL STATEMENT**

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

## **Article 7:**

### **TEMPORARY EMPLOYEES AND CONTRACTING OUT**

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#### **7.01 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.

#### **7.02 TEMPORARY EMPLOYEES**

Notwithstanding Article 7.01, 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 20 and 21; or,
- (b) where additional work of a short term project, not to exceed 6 months, requires the hiring of an added full-time Employee; or,
- (c) where the immediate filling of a vacancy is not feasible.

#### **7.03 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.

#### **7.04 TEMPORARY EMPLOYEE RIGHTS**

Temporary Employees appointed to greater than 24-hours per week, for more than 13 weeks and up to a maximum of 26 weeks, will be compensated at a rate equal to the base rate. 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 17 except when the Employee is laid off before the term of the contract expires;
- (b) Seniority as defined under Article 13;
- (c) Leave for Union and Public duties, as defined in Article 21.16 and 21.17 respectively;
- (d) General Leave, as defined in Article 21.13;
- (e) The Welfare Benefits defined in Articles 25.02, 25.03 and 25.04 which will instead be provided as defined for all other employees commencing 60 days following the start of employment.

#### **7.05 RETENTION OF BENEFITS WAGES, SENIORITY AND POST-PROBATION STATUS**

Where a temporary employee who has attained the Welfare Benefits defined in Articles 25.02, 25.03, 25.04 and 25.05 and wages as defined in Article 29, is subsequently hired to a permanent position through the hiring process in Article 16, such benefits and wages will continue uninterrupted. If the employee is hired into a permanent position for the same position they held as a temporary employee, the hire date and probationary start period and seniority will be counted from the start date of their first contract in the same position.

**7.06 CREATION OF PERMANENT POSITIONS**

If the temporary position is to be subsequently made permanent, the Union and the Employer must mutually agree to amend Appendix A to include such a new position. The process for filling vacancies as defined under Article 16 will then be followed. For the purposes of filling any permanent position, temporary employees will not be treated as internal candidates.

**7.07 NOTIFICATION**

Where an appointment is made under Article 7, the Employer will notify the Union.

**7.08 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.

## **Article 8:**

### **ACQUAINTING OF NEW EMPLOYEES**

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#### **8.01 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.

#### **8.02 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.

#### **8.03 BOARD OF DIRECTORS INTRODUCTION TO UNION**

The Union and the Employer will meet with the members of the newly elected Board of Directors within one month after taking office for an introduction session with regards to the Collective Agreement and the Union.

#### **8.04 ACQUAINTING NEW EMPLOYEES**

Within one month of a new Employee having started their employment, the Employer shall provide space in the workplace for the Shop Steward and an authorized Union Representative to conduct a one-hour orientation session on the Collective Agreement on work time.

## **Article 9:**

### **UNION/EMPLOYER COOPERATION MEETINGS**

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#### **9.01 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 no less than once a month, for the purpose of discussing matters of mutual concern. The minutes will be taken on a rotating basis with an agenda available before meetings.

#### **9.02 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.

#### **9.03 RECOMMENDATIONS**

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

#### **9.04 TIME OFF FOR UNION DUTIES**

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

## **Article 10:**

### **NEGOTIATIONS, BARGAINING AND CUPE ASSISTANCE**

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#### **10.01 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.

#### **10.02 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. Assistance during bargaining gives the Union the right to include one of the three bargaining seats on the committee as a designated representative of the Canadian Union of Public Employees. 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 11. 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.

#### **10.03 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. Bargaining meetings held outside of regular business hours, 10am - 6pm, will be considered as work time but shall not be calculated as overtime.

#### **10.04 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 11:**

## **GRIEVANCE AND RESOLUTION PROCEDURE**

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### **11.01 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.

### **11.02 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.

### **11.03 NOTICE OF GRIEVANCE**

A Notice of Grievance will include all of the following:

- (a) The type of grievance, as defined in Article 11.02
- (b) The specific provisions of the Agreement, which are alleged to have been violated
- (c) The details and nature of the grievance
- (d) The remedy to be sought through the resolution process

### **11.04 RESOLUTION PROCESS STARTING POINT**

Individual Grievance and Group Grievances begin at Step One as defined in Article 11.05(a). Policy Grievances and Union Grievances, and those pertaining to Layoffs under Article 18, shall begin at Step Two as defined in Article 11.05(b).

### **11.05 GRIEVANCE RESOLUTION PROCESS**

All grievances will be dealt with in the following manner:

- (a) **Step One:**
  - i. The Union will file a written Notice of Grievance as defined in Article 11.03 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 5 in which case the Grievor will have twenty (20) business days.
  - ii. 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.
  - iii. 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.
  - iv. 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 business days of the issuance of the Employer's response.

- v. 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:**

- i. 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.
- ii. 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 business days following the last meeting attended by all parties.
- iii. Should no further request or response be brought forward by the Grievor or the Union within sixty 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:**

- i. Failing resolution of the grievance under Step Two, the grievance will be resolved through the arbitration process as defined under Article 12.

**11.06 TIME LIMITS**

The time limits defined in Article 11.04 may be extended by mutual agreement between the Union and the Employer.

**11.07 REQUIRED RESPONSES**

Where a response to a grievance is required, such response will be in writing at all stages. Where a response denies a grievance, such response will include reasons for denying the grievance.

**11.08 LIMIT TO DISCUSSIONS**

After a grievance has been initiated by the Union, the Employer will not discuss the grievance with the Grievor, without an additional representative of the Union being present and without consent of the Grievor. All grievances shall be kept confidential and will only be discussed with the Union's rep, the Grievor and the Employer's representative.

**11.09 TIME OFF FOR UNION DUTIES**

The Employee will be permitted the necessary time off without loss of pay or benefits to attend to the adjustment of a grievance and may be present at any stage in the grievance procedure if so requested by either party.

**11.10 WITHOUT PREJUDICE**

If the Union, an Employee or group of Employees choose not to grieve a particular situation or withdraw at any stage, such action or lack of action will be entirely without prejudice.

**11.11 Confidentiality**

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

## **Article 12:**

### **ARBITRATION**

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#### **12.01 SELECTION OF AN ARBITRATOR**

- (a) The Union and the Employer's representative 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's representative, 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's representative will meet within ten business days to select another arbitrator.
- (d) Where the Union and the Employer's representative 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's representative may request, in writing of the Minister of Labour for the Government of Ontario to appoint an arbitrator.

#### **12.02 ARBITRATOR'S AUTHORITY & 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.

#### **12.03 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 fifteen (15) business days to clarify the decision.

#### **12.04 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.

**12.05 ACCESS TO THE WORK PLACE**

The Union and the Arbitrator will have access to the Employer's premises to view working conditions, and/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.

**12.06 TIME LIMITS**

The time limits defined under Article 12 may be extended by mutual agreement between the Union and the Employer.

**12.07 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 13:**

### **SENIORITY**

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#### **13.01 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.

#### **13.02 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, non-discriminatorily and in good faith.

#### **13.03 SENIORITY LIST**

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

#### **13.04 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 17.05 has passed.

## **Article 14:**

### **DISCHARGE AND DISCIPLINE**

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#### **14.01 VERBAL WARNINGS AND DIRECTION**

For the purposes of this clause, verbal warnings or directions shall not be interpreted as formal discipline.

#### **14.02 JUST CAUSE**

No Employee will be disciplined or discharged without just cause. In any grievance related to disciplinary action, the burden of proof of just cause lies with the Employer.

#### **14.03 PROGRESSIVE DISCIPLINE**

The Employer accepts and gives effect to the principle of progressive discipline by adopting the procedures set forth below in 14.04 (a) to (f).

#### **14.04 DISCIPLINE PROCEDURE**

##### **(a) Notice of Meeting to Advise of Adverse Report**

Prior to issuing an Adverse Report the Employer shall convene a meeting with the Employee to inform them that such an action is under consideration within 5 business days of the act or incident in concern to attempt to reach a resolution. The Employer shall provide a Notice of Meeting in writing at least twenty-four (24) hours prior to the Employee and the Union, at which the Employee will be entitled to Union representation. Present at the meeting will be the respective supervisor of the Employee. At the meeting the Employer shall outline the complaint and subsequently provide an opportunity for the Employee to respond to the allegation.

If during the meeting the complaint made about the Employee is found to be without grounds or the Employer decides not to pursue action, the Employer shall immediately expunge from the Employee's personnel file the Notice of Meeting to Advise of Adverse Report (14.04 a) and any documentation related to the complaint.

##### **(b) Adverse Report**

An Adverse Report may be issued by the Employer in response to an issue related with an Employee's job tasks. Adverse Reports will include an accurate and sufficient description by the Employer of the basis for the Adverse Report, specific details on the standards of service expected, an explanation of how the Employee failed to meet such standards, how the Employee's action or inaction must be altered to attain such standards, and a defined timeline to be determined by Management by when such standards must be met. Such timeline will give the employee a reasonable opportunity to correct the problems referred to in the Adverse Report. If it is found that these problems are not corrected, the Employee may be subject to further Adverse Reports or a Warning. In any subsequent grievance procedures or arbitration, the Employer shall not assert new and unrelated grounds as the basis for the Adverse Report.

##### **(c) Written Warning**

If the complaint issued in 14.04 a or 14.04 b is not dismissed or otherwise resolved; or where the same behaviour recurs while the Adverse Report is still on file; or in response to an issue related with an Employee's job tasks; a Written Warning may be issued by the Employer within fifteen (15) business days. The fifteen (15) business days shall not coincide with vacation time or sick days. The Written Warning shall state that the disciplinary action 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 his/her work up to a reasonable standard by a date to be determined by the Employer and stated in the Written Warning. Such date shall give the employee a reasonable opportunity to correct the problems referred to in the Written Warning. No act, omission, or failure to conform to a required standard shall appear in a Written Warning which did not appear in the

Adverse Report. In any subsequent grievance procedures or arbitration, the Employer shall not assert new and unrelated grounds as the basis for the Written Warning.

(d) **Response to Written Warning or Adverse Report**

An Employee receiving a Written Warning or Adverse Report may respond in writing within ten (10) business days. Any response provided will become part of their personnel record, and such reply will be prepared outside of normal working hours. The response may request a meeting to take place between the Employee, the Union and the Employer to discuss the Written Warning or Adverse Report.

(e) **Expiration of Written Warnings and Adverse Reports**

All Written Warnings or Adverse Reports, and associated responses from the Employee, will be removed from the Employee's files after twenty-four (24) months, or earlier at the mutual agreement of the Employer, Employee and Union. An Employee has the right to access their personnel file upon request.

(f) **Formal Discipline**

Formal discipline means a suspension or termination. Formal Discipline shall only be imposed following the issuance of a Written Warning, and only in accordance with the terms defined in the Notice of Meeting in 14.04a and Written Warnings in 14.04c. Employees will be notified in writing of the grounds for formal discipline with a copy immediately provided to the Union.

The Employer may implement formal disciplinary action within fifteen (15) business days after issuing the Written Warning if the problem is not corrected, or, after two (2) Written Warnings have been issued for the same behaviour or complaint the Employer may implement formal disciplinary action as specified in the most recent written warning. The fifteen (15) business days allowance shall not coincide with vacation or sick time.

The Employer shall advise the Employee and the Union, in writing, of the formal disciplinary action to be taken. The Employer may also request a meeting with the Employee within five (5) business days after the written Notice of Formal Discipline has been issued. Such request must be made in writing to the Union and the Employee, and it must state that the Employee will be entitled to Union representation at such a meeting.

**14.05 SCOPE OF DISCIPLINE**

The Employer shall not discipline an employee for any reason other than those contained in the Notice as set out in the written Notice of Meeting in 14.04a.

**14.06 JUSTIFICATION FOR IMMEDIATE DISCIPLINARY ACTION**

Notwithstanding the above, where an Employee has engaged in fraud or theft or is in immediate danger to themselves or others, the Employer reserves the right to discipline an Employee for just cause, without first having such a meeting, or issuing a written warning or adverse report.

**14.07 WRONGFUL OR UNJUST DISMISSAL**

An Employee considered by the Union to be wrongfully or unjustly discharged, suspended or laid off, will be entitled to file a grievance at Step Two of the Grievance Procedure under Article 11.05(b).

**14.08 REINSTATEMENT AND COMPENSATION**

An Employee will be immediately reinstated to their former position, without loss of seniority, should it be found upon investigation or by ruling of an Arbitrator that an Employee has been unjustly suspended or discharged. Following reinstatement, the Employee will be compensated for all time lost in an amount equal to what their normal earnings and benefits would have been during the period of discharge or suspension; or by other arrangement mutually agreed to by the Union and the Employer, or as imposed by decision of an Arbitrator.

**14.09 RESPONSIBILITY FOR CASH SHORTAGES**

Employees who are responsible for the counting or handling of cash shall not be responsible for paying back any determined shortage out of their own pocket, unless otherwise mutually agreed to by Management and the Employee, or where prescribed by an Arbitrator. This clause shall not serve to limit Management's right to properly issue a Warning or Adverse Report or to take any other action as defined under Article 14.

**14.10 CONFIDENTIALITY**

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

## **Article 15:**

### **STRIKES AND LOCKOUTS**

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#### **15.01 NO STRIKES OR 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.

#### **15.02 THIRD PARTY PICKETS**

In the event that any other Employee of the Employer, or employees of Ryerson University, the Student Campus Centre or the Ryerson Students' Union who are members of CUPE and/or OPSEU, or the Continuing Education Students' Association of Ryerson (CESAR) engage in a legal strike and maintain a legal picket line:

- (a) The Employees covered by this Agreement will have the right to refuse to cross such picket line, without pay, provided the individual Employee has given the Employer 24-hours notice.
- (b) Failure to cross such a picket line by Employees will not be considered a violation of the Agreement, nor will it be grounds for disciplinary action. It is understood that loss of pay will be incurred as a result of duties not performed. This will not be considered to be discipline.
- (c) These provisions will hold except where the Employer shuts down operations in support of a strike.

## **Article 16:**

### **FILLING OF VACANCIES / HIRING PROCESS**

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#### **16.01 DEFINITION OF VACANCY**

For the purposes of Article 16, "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 positions will not be subject to any provision under this Agreement.

#### **16.02 NOTICE OF VACANCY**

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

#### **16.03 EXAMINATION OF VACANT POSITIONS**

In the event of a vacancy, and prior to any action under this Agreement to fill such vacancy, the Union and Employer shall attend a meeting to discuss the job description for the vacant position. The Employer 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.

#### **16.04 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. Accordingly, the recall process as defined in Article 18 must be satisfied prior to undertaking any internal transfer or hiring process.

#### **16.05 HIRING COMMITTEE**

A hiring committee (herein for the remainder of Article 16 referred to as "the Committee") will be appointed for the purposes of undertaking the hiring process for any vacancy that exists. The Committee will consist of one member from the sub-unit or in exceptional circumstances one member appointed by the Union's Executive, and two members appointed by the Employer from the Executive. The Employer will notify the Union of the creation of the Committee, following which both the Union and the Employer will have five (5) business days to appoint their respective members. The work of the hiring committee and the subject matter of interviews shall remain confidential during the hiring process. However, if the hiring committee agrees, such information may be disclosed to the Executive members.

#### **16.06 HIRING PROCESS DETERMINATION**

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

#### **16.07 JOB POSTING**

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

**16.08 EQUITY HIRING STATEMENT**

The posting for a vacancy must contain the following equity hiring statement: *“The Ryerson Students’ Union is committed to employment equity and encourages applications from diverse communities, including: aboriginal or First Nations people, racialised people, persons with disabilities, members of the queer community, lesbian, gay, bi-sexual, two-spirited or transgender people, new immigrants and women.”*

**16.09 EXTERNAL ADVERTISING**

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.

**16.10 EVALUATION AND RECOMMENDATION**

The Committee will endeavour to evaluate the applicants based on the criteria established at the start of the hiring process in accordance with Article 16.08. Based on these evaluations, the Committee will recommend the most appropriate applicant to the Employer.

**16.11 NON-UNANIMOUS RECOMMENDATIONS**

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

- (a) Issue “majority” and “minority” recommendations, outlining the supporting rationale for two candidates
- (b) Propose to the Employer further steps to be taken to identify the most appropriate applicant, which may include re-inviting previous applicants to a subsequent interview

**16.12 HIRING DECISION**

In accordance with Article 3.02(c), the final hiring decision shall be the sole purview of the Employer, who may accept or reject any recommendation made by the Committee under Article 16.11. The Employer has the responsibility of informing the chosen candidate and all other applicants interviewed about the decision.

**16.13 STARTING SALARY**

The starting salary of all new employees shall be the base rate, as defined by Article 29.

**16.14 TRAINING PERIOD**

The Employer is responsible for ensuring that an employee upon hiring is provided with proper and adequate training in the fulfilment of the duties of her/his position, including general office orientation and an introduction to policies and procedures.

## **Article 17:**

### **LAYOFFS AND RECALLS**

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#### **17.01 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 Article 17.02.

#### **17.02 NOTICE OF LAYOFFS**

The Employer will provide written notice of impending layoffs to the affected Employee(s) no less than thirty (30) business days prior to the effective date, or will issue equivalent salary for the period in lieu thereof.

#### **17.03 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.

#### **17.04 RETENTION OF BENEFITS DURING LAYOFF**

The Employer agrees to maintain the Employees welfare benefits described in Article 25 during the first four (4) months of a layoff.

#### **17.05 REHIRING LIMIT**

The Employer will be required to make a decision whether to rehire an Employee on layoff within six (6) months of the effective date of the layoff. Four months following layoff, the Employees employment with Ryerson Students' Union will cease, and no further benefits or payments will be due.

#### **17.06 RECALL ORDER**

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

## **Article 18:**

### **PAID HOLIDAYS**

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#### **18.01 PAID HOLIDAYS**

Employees shall be given the following as paid holidays: December 20<sup>th</sup> thru to and including January 2<sup>nd</sup>, and the following statutory holidays, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, and all other days proclaimed as statutory holidays by the Federal, Provincial and/or Municipal governments, Ryerson University, or the Employer.

#### **18.02 STATUTORY HOLIDAYS FALLING ON A SATURDAY OR SUNDAY**

In the event that a statutory holiday occurs on a Saturday or Sunday, the Monday following shall be considered the holiday, unless otherwise agreed upon. When the July 1 holiday falls on a Tuesday, Wednesday, or Thursday the employee may take the preceding Monday as the holiday, unless otherwise requested by the Employer by written notice two (2) weeks prior to the Monday.

#### **18.03 HOLIDAYS DURING VACATION**

If the paid holiday defined under Article 19 falls within the vacation period assigned to or chosen by the Employee, such day will not be counted as a vacation day.

#### **18.04 RELIGIOUS HOLIDAYS**

The Employer recognizes that an Employee may, for religious or cultural reasons; wish to observe holidays other than those listed under Article 19.01. In such cases, and subject to two weeks advance written notice, the Employee will be entitled to one (1) paid holiday, a maximum of two times per year. If additional days are required, Employees may use accumulated vacation or lieu time, to observe such holidays.

# **Article 19:**

## **VACATIONS**

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### **19.01 VACATION YEAR**

For the purposes of Article 19, Vacation Year shall be defined as the period from May 1, to April 30 of the following calendar year.

### **19.02 VACATION ENTITLEMENT ACCRUAL**

Employees will accrue paid vacation entitlement on the following basis:

- (a) During the first three years of employment, Employees will be granted fifteen (15) days of vacation entitlement to be used during the Vacation period in which their second employment anniversary will fall.
- (b) During the fourth and subsequent years of employment, Employees will be granted twenty (20) days of vacation entitlement to be used during each of the Vacation periods in which their four and all following employment anniversaries will fall.
- (c) Such vacation time shall be accrued and granted on the 1<sup>st</sup> day of May, and shall be taken at times authorized by the Employer's representative.

### **19.03 PROBATIONARY VACATION ENTITLEMENT**

New Employees may only use Vacation entitlement accrued under Article 19.02(a) following four (4) months of employment. Employees whose employment commences after December 31 may carry this vacation entitlement forward to be used in the next Vacation Year.

### **19.04 CARRY OVER OF VACATION ENTITLEMENT**

Employees may carry forward up to five days of vacation entitlement, which remains unused at the end of any Vacation Year, for use only in the next Vacation Year. Instead of carrying vacation days forward Employees shall have the option of requesting a pay out for an unused days up to a maximum of five days per year; pay out requests must be put in writing by no later than April 15 of the same fiscal year. Carry forwards of any unused days are not permitted for more than one year.

### **19.05 VACATION ENTITLEMENT**

At time of termination or resignation, an Employee will be entitled to be paid for the prorated portion of their unused vacation entitlement for the current Vacation Year, equal to the period from May 1 to the date of layoff, termination or resignation, and to all unused vacation entitlement carried forward from previous years.

### **19.06 VACATION REQUESTS**

Vacation entitlement shall be used at times mutually agreeable to the Employee and the Employer, in accordance with the following provisions:

- (a) Vacation requests will be submitted to the Employer no later than May 30, for those vacations equal to or greater than four business days, which are to be taken between June 1 and Labour Day in each year.
- (b) For all other times not defined under Article 19.06(a), Employees will submit vacation requests no less than 2 weeks in advance or less if mutually agreed upon, for vacations equal to or greater than four business days in length.

(c) Employees will submit vacation requests no less than one week in advance, for vacations less than four business days in length.

(d) Employees will be entitled to receive their vacation in an unbroken period unless reasonably deemed operationally unfeasible.

**19.07 SENIORITY AND VACATION SCHEDULING**

In the case where concurrent vacations will cause undue harm or hardship to the Employers operations, vacations will be granted first on the basis of seniority among those Employees who have children who attend school or day care, and second on the basis of seniority among remaining employees.

**19.08 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 21.

## **Article 20:**

### **SICK / MEDICAL LEAVE**

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#### **20.01 DEFINITION OF SICK LEAVE**

Sick leave means the period of time an Employee is absent from work, with full pay, as a result of being ill or temporarily disabled, exposed to contagious disease, the illness of an Employee's child or dependant that necessitates her absence, or because of an accident for which compensation is not payable under the Worker's Compensation Act. Records of sick time for dependants will be kept separate from Employee sick leave.

#### **20.02 SICK LEAVE ACCRUAL**

Employees can earn sick leave entitlement at a rate of two days per month worked, beginning at the date of hiring. Such sick leave days may be carried forward from year to year to a maximum of 85 days. There shall be no payouts of sick leave credits accumulated at the time of lay-off, discharge, resignation or retirement.

#### **20.03 SICK LEAVE USAGE**

One sick leave day will be deducted from an Employees accrued total, for all normal working days – exclusive of holidays as defined under Article 18 – that an Employee is absent from work for the purposes and reasons defined under Article 20.01. Where an Employee attended work for any part of a regular working day, 0.5 of a sick leave day will be deducted.

#### **20.04 SICK LEAVE NOTIFICATION**

Employees will take all reasonable steps possible to notify their defined Supervisor of their impending absence, prior to the start of the work day, or as soon as is known where a health situation will necessitate an anticipated extended absence. For the purposes of Article 20, telephone conversations, voice mail, and/or e-mail will be accepted forms of notification.

#### **20.05 COMPULSORY QUARANTINE**

One half (0.5) sick leave day will be deducted from an Employees accrued total, for all normal working days – exclusive of holidays as defined under Article 18 – that an Employee is absent from work due to a compulsory medical quarantine as prescribed by a medical officer for up to three weeks in length.

#### **20.06 MEDICAL CERTIFICATES**

An Employee may be required to produce a certificate from a qualified medical or para-medical practitioner for any illness in excess of three consecutive working days, certifying that such Employee is unable to carry out their duties due to illness. The employer will reimburse the employee for expenses related to obtaining such certificate up to \$25.

#### **20.07 MEDICAL LEAVE**

Employees will be granted up to three days per year with full pay, in order to engage in personal preventative medical, dental or other such health care, with two days notice given to the Employer, wherever possible. Employees should be prepared to show proof of medical, dental, or other such health care for the duration of their absence from work. Such time is not to be considered sick leave as outlined in Articles 20.01 or 20.03.

**20.08 RETENTION OF SICK LEAVE ENTITLEMENT**

When an Employee is given Leave of Absence as defined under Article 21, or is laid off as defined under Article 18, such Employee will retain the sick leave accrued prior to leave or layoff upon returning to work.

**20.09 SICK LEAVE WITHOUT PAY**

Sick leave without pay will be granted to an Employee who does not qualify for sick leave with pay until such time as the long-term disability provision outlined in Article 25 comes into effect. An employee who qualifies for long-term disability payments shall be granted leave until they are able to return to their job.

## **Article 21:**

### **LEAVE OF ABSENCE**

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#### **21.01 RETENTION OF BENEFITS – PAID LEAVE**

While exercising any Paid Leave as defined in Article 21.04 through Article 21.12 inclusive, Employees shall maintain all rights, protections and benefits prescribed to them within this Agreement.

#### **21.02 RETENTION OF BENEFITS – UNPAID LEAVE**

While exercising any Unpaid Leave as defined under Article 21.13 through Article 21.20 inclusive, for a period greater than one month, Employees shall maintain all rights, protections and benefits prescribed to them within this Agreement, with the exception of Vacation Entitlement Accrual as defined in Article 19.02, Sick Leave Accrual as defined in Article 20.02, and Welfare Benefits as defined under Article 25.01(c) and Article 25.01(d) though the Employee may direct payments to maintain such coverage.

#### **21.03 RETENTION OF SENIORITY**

In no case shall any Leave on the part of an Employee, as defined under Article 21, result in a loss of seniority to the Employee.

#### **21.04 BEREAVEMENT LEAVE**

Employees will be granted Bereavement Leave with full pay, as follows:

- (a) Ten working days in the case of death of a child or spouse.
- (b) Five working days in the case of death of a parent, sibling, or intimate companion.
- (c) Three working days in the case of death of a mother-in-law, father-in-law, grandparent or any other relative or close friend.
- (d) In cases where the Employee is compelled to travel to attend to a bereaved relative in excess of 500 kilometres one-way from their primary place of residence, the Employee will be granted an additional two working days leave.

#### **21.05 COMPASSIONATE LEAVE**

Employees will be granted Compassionate Leave with full pay to a maximum of one time per affected individual per year, as follows:

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

#### **21.06 MARRIAGE LEAVE**

Employees will be granted Marriage Leave with full pay, as follows:

- (a) Two working days in the case of an Employee's marriage or other commitment ceremony to be taken on, or as an immediately adjacent working day to, the day of such ceremony.
- (b) One working day in the case of the marriage or commitment ceremony of an Employee's child, sibling, or parent, where the ceremony will fall on a regularly schedule working

day, or where the ceremony will take place 500 kilometres or more from Ryerson University.

**21.07 HOUSEHOLD LEAVE**

Employees will be granted Household Leave with full pay, as follows:

- (a) Up to three days as required, in the case of a flood, fire, or other catastrophe causing significant damage to an Employee's home.
- (b) One working day per year to allow for the relocation of an Employee's household.

**21.08 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.

**21.09 JUDICIAL LEAVE**

Employees will be granted Judicial Leave to serve as a juror or subpoenaed witness in any court of law, during which period the Employee will receive the difference between their normal earnings and any payment received for such service – excluding payment for travel, meals or reimbursement for other expenses. Accordingly, the Employee will present proof of service and the amount of pay received within ten business days of receipt of such payment.

**21.10 PREGNANCY AND PARENTAL LEAVE**

Employees will be granted Pregnancy and Parental Leave in accordance with the Ontario Employment Standards Act. In addition to these rights, while on such Leave the Employees will receive their full salary less any Employment Insurance benefits they are entitled to. Pregnancy or Parental Leave shall be extended as General Unpaid Leave for a period of up to twelve (12) months upon request by the Employee. Such request shall be provided to the Employer by the Employee, in writing by hard copy or email, no later than two (2) months prior to the employee's expected return date from paid Pregnancy or Parental Leave.

**21.11 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 thirty-two (32) hours per calendar year, per Employee. Time spent at such meetings will not be used in the calculation of overtime as defined in Article 23.10.

**21.12 PAID PENITENTIARY LEAVE**

Employees will be granted up to one month Penitentiary Leave with full pay, where such Employee is incarcerated as a result of their reasonable actions undertaken with the purpose of implementing the directions of the Employer. Where such incarceration extends beyond one month the Employee will be granted Unpaid Penitentiary Leave as defined in Article 21.18. The Employer will pay all fines levied on Employees by criminal courts as a result of such actions by the Employee. It is agreed the Employees have the right to refuse to undertake any action, which the Employee reasonably expects, could result in a fine or incarceration.

**21.13 GENERAL UNPAID LEAVE**

Employees will be granted General Leave without pay, upon two months notice being provided, for up to one year, providing that satisfactory reason is provided to the Employer, such leave may be extended only by mutual agreement between the Employee and Employer.

**21.14 UNPAID PERSONAL LEAVE**

Employees will be granted Personal Leave, upon five working days notice being provided, for up to five working days per year, for personal reasons. The Employer will not unreasonably refuse such personal requests.

**21.15 UNPAID UNION CONVENTION LEAVE**

Employees will be granted Union Convention Leave without pay, upon five working days notice being provided, where such Employee has been elected to represent the Union at any Union function as provided in the Agreement and in the CUPE Constitution. Such Leave will not exceed a total of 15 working days per Employee in any calendar year, and only one Employee will be granted Leave under this clause at a time.

**21.16 UNPAID ELECTED UNION LEAVE**

Employees will be granted Elected Union Leave without pay, upon one month notice being provided, where such Employee has been elected or appointed to a full time position with the Union or any organization with which the Union is affiliated, such leave not to exceed one year. Further, upon request, any employee who is elected to the Union's Local executive committee and who requires unpaid leave to perform the part-time duties of that office shall be granted unpaid leave.

**21.17 UNPAID PUBLIC OFFICE LEAVE**

Employees will be granted Public Office Leave without pay, upon one month notice being provided, where such Employee has been elected to a full time position of public office, with the Municipal, Provincial, or Federal governments, such leave not to extend beyond the first term of office for such position.

**21.18 UNPAID PENITENTIARY LEAVE**

Employees will be granted Penitentiary Leave without pay, following one month of Paid Penitentiary Leave as defined in Article 21.12, where such Employee is incarcerated for a period greater than one month as a result of their reasonable actions undertaken with the purpose of implementing the directions of the Employer. The Employer will pay all fines levied on Employees by criminal courts as a result of such actions by the Employee. It is agreed the Employees have the right to refuse to undertake any action, which the Employee reasonably expects, could result in a fine or incarceration.

## **Article 22:**

### **PAYMENT OF WAGES AND ALLOWANCES**

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#### **22.01 REGULAR PAY DAYS**

The Employer will pay salaries and wages every two (2) weeks in accordance with the annual salaries set out in Article 29.01. On each payday each Employee will be provided with an itemized statement of wages and deductions.

#### **22.02 EQUAL PAY FOR EQUAL WORK**

Where an Employee has the necessary qualifications and has proven ability to handle the work of a specific job description, there will be no discrimination between women and men in the matter of appointments and salaries for positions.

#### **22.03 HOURS OF WORK**

The normal workweek will be Monday to Friday and will total forty (40) hours that includes one hour for lunch for each day worked.

#### **22.04 OVERTIME**

As a salaried employee, it is understood that a reasonable amount of overtime will be accrued to conduct work for the Employer. Hours of work will be regularly tracked and submitted to the Employer's Representative on a monthly basis for information purposes only. Should overtime exceed more than 250 annual hours, a Labour Management meeting shall be held to discuss a job analysis and the flow of work between employees. When the employment of the Employee ceases permanently, any accumulated overtime up to a maximum of 250 hours shall be paid out by the Employer.

#### **22.05 TIME IN LIEU OF OVERTIME**

For situations such as retreats, conferences, or special events, the Employee and Employer may mutually agree on the granting of time-off from work in lieu of overtime, such time off in lieu of overtime is to be taken at a time mutually agreed to by the Employee and Employer.

#### **22.06 PAY DURING VACATIONS**

Employees may, upon five working days notice being provided, request early issuance of any pay cheques which will be issued during their planned vacation period – such pay cheques, which will maintain their normal date of issue, will be provided to the Employee on their last regular working day prior to the commencement of the vacation period.

#### **22.07 MILEAGE ALLOWANCE**

Employees will be reimbursed for transportation expenses incurred as a result of implementing the Employers directions. While the Employer does not require any Employee to own a car as a condition of employment, where an Employee agrees to use a private automobile for the purposes of implementing the Employers directions, the Employee will be compensated at the rate of \$0.38 per kilometre, plus \$2.00 per passenger per trip, and receipted parking. Such compensation may be altered by mutual agreement between the Employer and Employee. Reimbursement will be issued no later than the next regular payday following receipt(s) being submitted for reimbursement. Employees are assumed to be solely responsible for the vehicles they operate in such situations, and as such will NOT be reimbursed for parking tickets or other traffic infractions or fines.

#### **22.08 TAXI ALLOWANCE**

Employees will be reimbursed for the reasonable costs of safe travel home, where they are required to work between 9:00PM and 7:00AM. Such reimbursement will be issued no later than the next regular payday following receipt(s) being submitted for reimbursement.

**22.09 REQUIRED EDUCATIONAL ALLOWANCES**

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

**22.10 REQUESTED EDUCATIONAL ALLOWANCES**

Employees will be eligible to be reimbursed for costs associated with a course of instruction. Such reimbursement must be requested in advance of registration, in writing and must detail the perceived benefit of the course to both the Employee and Employer. The Employer will consider such a proposal in the context of relatedness to the Employee's responsibilities, the time commitment of the course, the needs of the organization, and cost, and accordingly may agree to reimburse all, some, or none of the associated costs. Any reimbursement will be issued no later than the next regular payday following successful completion of the course and the submission of receipt(s) for reimbursement. A Receipt indicating full payment of registration fees for the course will be the necessary documentation for reimbursement.

**22.11 PROFESSIONAL DEVELOPMENT ALLOWANCE**

Employees will be eligible to be reimbursed for costs related to travel, accommodation, and/or registration costs associated with a professional development seminar, conference or workshop. Such reimbursement must be requested in advance of registration, in writing and must detail the perceived benefit of the opportunity to both the Employee and Employer. The Employer will consider such a proposal in the context of relatedness to the Employee's responsibilities, the time commitment of the opportunity, the needs of the organization, and cost, and accordingly may agree to reimburse all, some, or none of the associated costs. Any reimbursement will be issued no later than the next regular payday following submission of receipt(s) for reimbursement. The Employer agrees to consult with the Union in establishing the Professional Development budget for the year, and subsequent to the budget being approved by the Board of Directors, will provide all Employees with information on the amount approved and how Employees can make application to access such funds, and further that such funds for Management and the Union be allocated separately in the budget. The employer will make their decision on reimbursement equitably and non-discriminatorily.

**22.13 CELLULAR TELEPHONE**

A cellular telephone and reimbursement for the monthly expense of any personally held cellular telephone, with voice mail and text messaging service that is used for work related business, including long-distance calls providing that employees include their name and position with the Ryerson Students' Union and the name of the Employer.

**22.12 EXPENSE ACCOUNT**

An expense account of \$600 per fiscal year will be granted to each employee and used at the discretion of the Employer.

## **Article 23:**

### **CESSATION OF OPERATIONS/SEVERANCE PAY**

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#### **23.01 CESSATION OF OPERATIONS**

If, as a result of the Employer ceasing all or part of the operations, or if by reason of any change in operating methods, the Employer is unable to provide work for a displaced Employee at the same regular rate of pay in a comparable class of work, the Employee will be given notice of termination in accordance with the Employment Standards Act (Section 40) and subject to the provisions under Article 17.

#### **23.02 SEVERANCE PAY**

If notice of termination is given under Article 23.01, the Employee will receive severance pay in accordance with the Employment Standards Act and one week's pay for every year of completed service with the Employer up to an eight (8) year maximum.

## **Article 24:**

### **JOB DESCRIPTIONS**

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#### **24.01 JOB DESCRIPTIONS**

The Employer agrees to provide to the Union job descriptions for all positions included under Article 4.01, which is 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.

#### **24.02 CHANGES IN JOB DESCRIPTIONS**

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 Agreement, and will include the date it was appended.

## **Article 25:**

### **WELFARE BENEFITS**

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#### **25.01 ONTARIO HEALTH INSURANCE PLAN**

The Employer will pay 100% of the cost of the Ontario Health Insurance Plan for all Employees, as paid through Employer Health Tax premiums.

#### **25.02 DENTAL INSURANCE**

The Employer will cause to be maintained a Dental Insurance plan, and shall pay 100% of premiums associated with such plan, for all Employees who have been employed for at least three months, and their dependants and/or spouse subject to the approval of the insuring company. The Dental Insurance plan at the time of execution of this agreement will be Great West Life Assurance Policy Number 252252.

#### **25.03 LIFE AND LONG-TERM DISABILITY INSURANCE**

The Employer will cause to be maintained Long-Term Disability, Accidental Death and Dismemberment, and Life Insurance, and shall pay 100% of premiums associated with such plan, for all Employees who have been employed for at least three months, and their dependants and/or spouse subject to the approval of the insuring company. These benefits at the time of execution of this Agreement will be contained within Great West Life Assurance Policy Number 252252.

#### **25.04 EXTENDED HEALTH INSURANCE**

The Employer will cause to be maintained an Extended Health Insurance plan, and shall pay 100% of premiums associated with such plan, for all Employees who have been employed for at least three months, and their dependants and/or spouse subject to the approval of the insuring company. The Extended Health Insurance plan at the time of execution of this agreement will be Great West Life Assurance Policy Number 157079.

#### **25.05 PRESCRIPTION DRUG SUPPLEMENT**

For prescription medications, which are covered by the Extended Health Insurance Policy defined in Article 25.02, prescribed to the Employee or their dependant or spouse – where such individuals are covered under the same policy - Employees shall be reimbursed by the Employer directly for any difference between the coverage provided by the policy, and the full pharmacy price of the medication. Such reimbursement will be issued no later than the next regular payday following receipt(s) being submitted for reimbursement.

#### **25.06 ADDITIONAL COVERAGE**

Employees may, at their option, pay for additional benefits in addition to those described in Articles 25.02, 25.03 and 25.04, and the Employer will include such additional costs in direct payroll deductions where possible.

#### **25.07 ALTERNATE PLAN/CARRIER**

It is understood that the Employer retains the right to change policies and/or carriers, provided that the level of benefits provided are maintained or increased.

#### **25.08 PRESCRIPTION EYE-CARE ALLOWANCE**

Employees will be granted an Eye-Care Allowance towards the cost of any services provided by an optometrist or ophthalmologist, or towards the costs of prescribed eye care, such as eyeglasses, optical sunglasses, or contact lenses. Such allowance may be utilized for the goods and services defined above for an Employee and/or their dependant(s), and shall not exceed \$300 in a 24 month period, will be issued no later than the next regular pay day following receipt(s) being submitted for reimbursement.

**25.09 RECREATION AND ATHLETICS CENTRE MEMBERSHIP**

Employer shall pay the equivalent of the cost of a RAC membership or the equal value of the cost of a RAC membership at any other accredited fitness facility per year for an employee at their request.

**25.10 CANADA PENSION PLAN**

The Employer agrees to pay 50% of the full cost of the Canada Pension Plan, the remainder to be deducted from the bi weekly payroll of the Employee.

**25.11 SUPPLEMENTATION OF COMPENSATION**

Any Employee who has been certified by a medical doctor as being unable to perform their regular work with the Employer on account of an occupational accident that occurs while working with the Employer and that is recognized by the Workplace Safety and Insurance Board (WSIB) as compensable within the meaning of the Compensation Act, will receive from the Employer the difference between the amount payable by the WSIB and their regular salary, so long as the Employee continue to be Employed by the Employer in accordance with all other provisions of this Agreement. The Employer will provide the cost of an insurance plan that provides additional wage loss coverage to the maximum allowable by the insuring company for occupational accidents while working with the Employer. This coverage will be sufficient to make up the difference between the benefit received by the Employee from the WSIB and their regular salary so long as the Employee continue to be Employed by the Employer in accordance with all other provisions of this Agreement. In the event that the insurance or WSIB payments are delayed, the Employer will provide full compensation to the Employee and the Employer will accept repayment from the insurance company or the WSIB when such repayment occurs.

**25.12 SAVINGS THROUGH LEGISLATION**

If the premium paid by the Employer for any Employee benefit is reduced as a result of any legislative or other action, the amount of the saving will be used to increase other benefits available to the Employees, as may be mutually agreed upon between the parties, or will be passed on to the employees in the form of increased wage or salary rates.

**25.13 25.13 MULTI-SECTION PENSION PLAN (MSPP)**

All bargaining unit employees shall enroll in the Multi-Sector Pension Plan (MSPP) as outlined in Appendix B herein. For each enrolled Employee, the Employer shall contribute 4% of gross regular wages to the MSPP monthly. Each enrolled Employee shall contribute 0.25% of their gross regular wages to the MSPP each month.

## **Article 26:**

### **WORKPLACE HEALTH AND SAFETY**

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#### **26.01 WORKPLACE HEALTH AND SAFETY**

The Employer will make all reasonable provisions for the safety and health 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.

#### **26.02 HEALTH AND SAFETY IMPROVEMENT FUND**

The Employer agrees to contribute \$0.05 for each regularly scheduled hour worked by each Employee in the bargaining unit to a Health and Safety Improvement Fund, to be administered and used by the Employer for research, studies, or investigation of workplace health and safety issues, to promote the occupational health and safety of Employees, or to improve the health and safety 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.

#### **26.03 AIR QUALITY**

The Employer agrees to make arrangements, in accordance with the Joint Health and Safety Committee to have air quality tested regularly in areas, which may be of concern to the health and safety of its Employees.

#### **26.04 EMERGENCY/FIRST AID TRAINING**

The Employer will make available to a sufficient number of 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.

## **Article 27:**

### **TECHNOLOGY AND WORKPLACE CHANGES**

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#### **27.01 UNION NOTIFICATION OF CHANGES**

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

#### **27.02 WORK DISPLACEMENT**

When a position as defined in Appendix A is eliminated by virtue of technological change or mechanization, the Employee will be given the opportunity to fill other positions as defined under Article 17 and/or to elect the severance provision defined under Article 23.

#### **27.03 TRAINING PERIOD**

Where the introduction of new methods or machines requires different or greater skills than are currently possessed by an Employee, the Employer will provide to the affected Employee a training program sufficient in duration for the Employee to acquire the necessary knowledge or skills. If after such training period the Employee is unable to acquire the new skills and knowledge necessary, the Employee will be given an opportunity to fill other positions as defined in Article 17, or elect the severance provisions defined under Article 23. No new Employee will be hired by the Employer to assume any of the job duties of the worker whose job is affected by technological change, until after such Employee has completed her training program and is deemed to be unable to do the job.

## **Article 28:**

### **PRESENT CONDITIONS AND BENEFITS**

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#### **28.01 MAINTENANCE OF BENEFITS AND CONDITIONS**

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

## **Article 29:**

### **WAGES**

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#### **29.01 WAGE SCALE**

All Employees will start with a salary of \$65,000 per year.

#### **29.02 ANNUAL INCREASES**

Employees shall receive an increase of 3.25% in pay on May 1<sup>st</sup> of each year for the duration of this agreement.

#### **29.03 MAXIMUM SALARY**

All employees will receive a regular annual increase as outlined in the Agreement up to a maximum rate of \$84, 500.00. Any employee that reaches the capped rate will no longer receive the 3.25% annual increase, but will instead receive an annual 2% increase to account for COLA.

**Article 30:**

**DURATION OF THIS AGREEMENT**

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**30.01 DURATION**

This Agreement will continue in force and effect from April 1, 2015 to March 30, 2018.

**30.02 INVITATION TO BARGAIN**

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.

**30.03 EXTENSION OF THIS AGREEMENT**


Failing Agreement by March 30, 2018 on an 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.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorised representatives.

Dated at the City of Toronto, Province of Ontario

This 30<sup>th</sup> day of March, 2015.

**FOR THE EMPLOYER**



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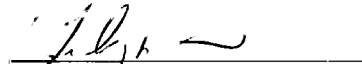
Rajean Holett  
President



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Pascale Diverlus  
Vice President Equity

**FOR THE UNION**



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Cary Massa  
Bargaining Team



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Michael Verticchio  
Bargaining Team

Mary-Jo Nadeau, Service Coordinator  
On behalf of the President CUPE 1281

## **Appendix A:**

### **JOB DESCRIPTIONS**

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#### **EXECUTIVE DIRECTOR OF COMMUNICATIONS & OUTREACH**

1. The Director of Communications and Outreach shall be responsible to perform the duties and responsibilities as outlined below. The Director of Communications and Outreach shall perform such duties in consultation with the Executive and the Director of Operations and Services of the Ryerson Students' (the Students' Union), and shall report directly to the Employer's Representative or authorized designate.
2. The Director of Communications and Outreach shall fulfill the following responsibilities:
  - a. In consultation with the Director of Operations and Services, advise and assist the Executive in maintaining and improving the organisation's responsiveness to, advocacy for, and representation of its membership;
  - b. Work with the Executive, the Director of Operations and Services and the appropriate staff to develop and implement: policy, procedures and long-range plans; annual goals and objectives; community services; campaigns; skills development, communications and promotion strategies; events; and out-reach programmes;
  - c. Assist with, direct, oversee, and act as a resource for the Student Union's community services and member outreach programmes, including but not limited to: the Community Service Groups; student groups; course unions; graduate students' associations; and Oakham House Societies;
  - d. Oversee the development and coordination of a communications strategy to ensure the Student Union's effective and inclusive communication with its membership through various different media, including but not limited to: promotional materials; advertisements; letters; posters; signage; and direct interaction;
  - e. Oversee the development and coordination of an outreach strategy that promotes membership awareness, involvement, and diversity;
  - f. Assist and coordinate the Student Union's collaboration within the student movement and with other organisations that share common aims and objectives of the Student Union;
  - g. Oversee the development and coordination of campaigns strategies that promote the diverse needs and interests of Ryerson students, as well as assist with, direct, oversee, and act as a resource for implementation of campaigns jointly undertaken with other students' unions through the Canadian Federation of Students (the Federation);
  - h. In consultation with the Director of Operations and Services, develop and implement a promotions strategy for the Student Union's services, including those jointly undertaken with other students' unions through the Federation;
  - i. Assist with, direct, oversee, oversee design and act as a resource for the production of promotional materials including the Members' Handbook and Dayplanner and the Student Union's website;

- j. Supervise the full-time staff in the areas described above, including but not limited to: the Campus Groups Administrator; Equity and Campaigns Organiser; Events Coordinator; Internal Coordinator; Graphic Designer and Coordinator; Internal Coordinator and Student Issues and Advocacy Coordinator;
  - k. Advise, support and provide recommendations to members of the Executive in the area of labour relations and Collective Agreement administration of all full-time and part-time staff in their related area including but not limited to: the Campus Groups Administrator; Equity and Campaigns Organizer; Events Coordinator; Internal Coordinator; Graphic Designer and Coordinator; and Student Issues and Advocacy Coordinator;
  - l. In conjunction with the Director of Operations and Services, ensure that all part-time staff, summer student employees, and volunteers receive the appropriate orientation, training and supervision;
  - m. Oversee the administration & proper implementation of applicable funding programs for part-time staff, summer student employees;
  - n. Assist with the orientation of incoming Executive and Board members and all new staff on all aspects of a member-driven representation and advocacy, including but not limited to: democratic structures of the Student Union and the Federation; the administrative structures of the University; other decision-making bodies and representative groups within the University community;
  - o. Represent the Student Union on Ryerson University committees and decision-making bodies throughout the community as delegated by the Executive;
  - p. May be asked to represent the Student Union on the Student Campus Centre Board and assist with the governance, promotions and operations of the Student Campus Centre; will provide recommendations to the Executive on contracts, policies, financial viability and services of the Student Campus Centre to ensure the operating Agreement is adhered to and students' needs are put first;
  - q. Assist the Director of Operations and Services in the execution of her/his duties; and
  - r. Perform additional related duties as may be assigned by the Employer's Representative.
3. Although the Director of Communications and Outreach shall not hire, promote, retire, evaluate, reclassify, transfer, layoff, suspend, discipline or discharge any full-time staff they will assist and advise the Executive in areas of labour relations and the Collective Agreement to mediate issues that may arise in the workplace.
  4. The Director of Communications and Outreach shall use her/his best efforts at all times to promote the best interests of the Ryerson Students' Union and the Canadian Federation of Students. She/he shall not disclose the Student Union's or the Federation's private affairs or confidential information, or use or allow anyone to use such information for his own purposes or those of any other individual or organisation.
  5. Advise, assist with, oversee and act as a resource to Management members in all aspects of the Students' Union; each Executive Director is required to attend meetings of the Executive Committee and the Board for the purpose of providing regular updates and making recommendations to Management.

## **EXECUTIVE DIRECTOR OF OPERATIONS & SERVICES**

1. The Director of Operations and Services shall be responsible to perform the duties and responsibilities as outlined below. The Director of Operations and Services shall perform such duties in consultation with the Employer's Representative and the Executive Director of Communications and Outreach of the Ryerson Students' Union, and shall report directly to the Employer's Representative or authorized designate.
2. The Director of Operations and Services shall fulfill the following responsibilities:
  - a. In consultation with the Director of Communications and Outreach, advise and assist the Executive in maintaining and improving the financial and service operations and to ensure the long-term viability of the organisation;
  - b. Work with the Executive, the Director of Communications and Outreach and the appropriate staff to develop and implement: policy, procedures and long-range plans; annual goals and objectives; services to meet the needs of the membership;
  - c. Develop financial control protocols and accountability measures;
  - d. Direct, oversee and monitor all financial matters, including but not limited to budgeting, banking, payroll, auditing, benefit plan administration, accounting, and managing the Student Union's investment portfolio;
  - e. Ensure the receipt and proper reconciliation of membership dues and student levies;
  - f. Ensure compliance with all applicable laws and government regulations, including the submission of all corporate filings;
  - g. Develop and implement appropriate policies and systems to promote the efficient operation of the Student Union's offices and services and to ensure the allocation of adequate resources and equipment for such purposes;
  - h. Coordinate, direct, oversee, and act as a resource for the Student Union's services, including but not limited to: CopyRITE; the Used Book Room; Studentsaver; International Student Identity Card (ISIC) distribution; Discounted TTC Metropass sales; Members' Health and Dental Plan; and Member Services Office administration;
  - i. Supervise the full-time staff in the areas described above, including but not limited to: the CopyRITE Services Coordinator; Finance Coordinator; Health and Dental Plan Administrator; Members' Services Coordinator; and Used Book Room Coordinator;
  - j. Advise, support and provide recommendations to members of the Executive in the area of labour relations and collective agreement administration of all full-time and part-time staff in their related area including but not limited to: CopyRITE Services Coordinator; Health and Dental Plan Administrator; Finance Coordinator; Members' Services Coordinator; and Used Book Room Coordinator

- k. In consultation with the Director of Communications and Outreach, oversee the administration and proper implementation of applicable funding programs for part-time staff and summer student employees;
  - l. In conjunction with the Director of Communications and Outreach, ensure that all part-time staff, summer student employees, and volunteers receive the appropriate orientation, training and supervision;
  - m. Direct and oversee the management of the students' centre, including but not limited to, the facilities, bar, café and conference services;
  - n. Assist with the orientation of incoming Executive and Board members and all new staff on all aspects of a member-driven, non-profit, non-share capital corporation, with particular focus on transparency, accountability, fiscal management, legal obligations and fiduciary responsibility;
  - o. Represent the Student Union on Ryerson University committees and decision-making bodies throughout the community as delegated by the Executive;
  - p. May be asked to represent the Student Union on the Student Campus Centre Board and assist with the governance, promotions and operations of the Student Campus Centre; will provide recommendations to the Executive on contracts, policies, financial viability and services of the Student Campus Centre to ensure the operating Agreement is adhered to and students' needs are put first;
  - q. Assist the Director of Communications and Outreach in the execution of her/his duties; and
  - r. Perform additional related duties as may be assigned, from time to time, by the Employer's Representative.
3. Although the Director of Operations and Services shall not hire, promote, retire, evaluate, reclassify, transfer, layoff, suspend, discipline or discharge any full-time staff they will assist and advise the Executive in areas of labour relations and the collective agreement to mediate issues that may arise in the workplace.
  4. The Director of Operations and Services shall use her/his best efforts at all times to promote the best interests of the Ryerson Students' Union and the Canadian Federation of Students. She/he shall not disclose the Student Union's or the Federation's private affairs or confidential information, or use or allow anyone to use such information for her/his own purposes or those of any other individual or organisation.
  5. Advise, assist with, oversee and act as a resource to Management members in all aspects of the Students' Union; each Executive Director is required to attend meetings of the Executive Committee and the Board for the purpose of providing regular updates and making recommendations to Management.

**Appendix B:**  
MULTI-SECTOR PENSION PLAN (MSPP)

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See Attached PDF