

COLLECTIVE AGREEMENT

- between -

ALPHAPLUS CENTRE / CENTRE ALPHAPLUS

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1582**

EXPIRY DATE

MARCH 31, 2025

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PREAMBLE

The parties recognize the mutual value of joint discussions and negotiations; and express their intention herewith to improve their relations and to provide settled and just conditions of employment.

The parties further agree to advance the services of AlphaPlus through efficient operations and to provide safe and healthy working conditions.

Therefore, the parties agree as follows:

ARTICLE 1 – RECOGNITION

1.01 The Employer recognizes The Canadian Union of Public Employees and its Local 1582 as the sole bargaining agent for collective bargaining purposes for all the Employer's Full-time, Temporary and Part-time Employees save and except Manager, persons above the rank of Manager, Controller, Executive Assistant, Fundraising Partnership Coordinator, Business Development Coordinator, and students employed during the school vacation period.

1.02 In this Agreement:

- a) "Full-time Employee" means a person hired by the Employer for a continuous full-time position which has a probationary period and comes within the bargaining unit described in Article 1.01.
- b) "Temporary Employee" means a Full-time or a Part-time Temporary Employee hired by the Employer in accordance with Article 17.07 hereof on a temporary appointment.
- c) "Part-time Employee" means a person hired by the Employer for a position which has a probationary period, and which comes within the Bargaining Unit described in Article 1.01 hereof and whose hours of work are normally 21 hours or less per week.
- d) "Student" means a person hired by the Employer for full-time employment for the school vacation period whose normal status during the remainder of the year is that of full-time enrolment in an educational institution and who is not already on the active payroll of the Employer.

- e) "Union" means the Canadian Union of Public Employees and also its Local 1582.
- f) "Bargaining Unit" means members of CUPE Local 1582 employed by AlphaPlus Centre / Centre AlphaPlus.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union acknowledges that it is the exclusive function of the Employer:

- a) To maintain order, discipline and efficiency;
- b) To hire, retire, discharge, direct, classify, transfer, promote, demote, and suspend or otherwise discipline any Full-time, Temporary or Part-time Employee of the Employer coming within this Unit, provided that a claim of discriminatory promotion, demotion, discipline or transfer, or a claim that any such Employee has been discharged without just cause, may be the subject of a grievance and dealt with as provided;
- c) Generally, to manage the operation and undertakings of the Employer and without restricting the generality of the foregoing, to determine methods and procedures to select, install and require the operation of any equipment, plant and machinery which the Employer deems necessary for the efficient and economical carrying out of the operations and undertakings of the Employer;
- d) To establish and enforce reasonable rules and regulations to be observed by the Employees, provided that they are not inconsistent with the provisions of this agreement.

2.02 Furthermore, the Employer agrees that it will exercise the foregoing functions set out in 2.01 in a fair and reasonable manner.

ARTICLE 3 – UNION SECURITY

3.01 It shall be a condition of employment with the Employer:

- a) That all present Full-time, Temporary or Part-time Employees who are, or become, members of CUPE Local 1582 shall remain as such members, and
- b) That all future Full-time, Temporary or Part-time Employees shall become members of CUPE Local 1582 within thirty (30) days from the respective dates of commencement of employment with the Employer and thereafter shall remain as such.

3.02 Probationary Period

Notwithstanding anything to the contrary contained in the Agreement the Employer has the exclusive right to discharge Employees within the appropriate probationary period as specified below:

- a) Full-time Employees shall be designated as Probationary Employees during the first six (6) months actually worked within the latest period of continuous employment. In no case shall a Full-time Employee be required to complete more than one (1) probationary period.
- b) Part-time Employees shall be designated as Probationary Employees for the first three hundred (300) hours actually worked. In no case shall a Part-time Employee be required to complete more than one (1) probationary period except as provided under Article 17.02.
- c) Temporary Full-time Employees shall be paid at the probationary rate for the first six months of any probationary assignment. Temporary Part-time Employees shall be paid at the probationary rate for the first three hundred (300) hours actually worked in any probationary assignment. Temporary Employees who successfully apply for permanent positions shall receive the probationary rate in accordance with the probationary period set out in Article 17.07 a).

3.03 Union Information

The Employer agrees to inform all full-time, temporary and part-time new employees the fact that a Union Agreement is in effect, and the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. In addition, the Employer will supply each full-time, temporary or part-time employee (on the first day of employment) with a copy of the current Collective Agreement.

ARTICLE 4 – CHECK OFF

4.01 The Employer in respect of each of the Full-time, Temporary or Part-time Employees of the Employer who is or who is required by Article 3 hereof to become a member of Local 1582, shall:

- a) Deduct from each pay of such Employees such sum for dues payable by such Employees as may be called for the by the by-laws of Local 1582; and
- b) Continue to make such deductions until this Agreement is terminated; and
- c) Within ten (10) working days after the end of each month pay sums so deducted during such month to the Treasurer of Local 1582 and furnish them with a list of the names of the full-time, temporary or part-time employees of the Employer for whom such sums are paid together with the amounts deducted and total unionized wages for each pay period. A copy shall be sent to the National Secretary-Treasurer of the Union.
- d) Confirm that the list above and the amounts deducted (4.01c) has been sent to the Treasurer of Local 1582 at each Union-Management meeting.

4.02

- a) Full-time, Temporary and Part-time Employees who are not members of the Union shall be required to pay the equivalent of Union dues as above.
- b) Without detracting from the terms of Article 4.02 a), bargaining unit employees temporarily occupying excluded positions in accordance with the terms of Article 17.01 a) (Seniority) shall be required to pay the equivalent of Union dues as above.

- 4.03 Local 1582 will save the Employer harmless from any and all claims which may be made against the Employer for amounts deducted from pay as herein provided.

ARTICLE 5 – NO STRIKE OR LOCK-OUT

- 5.01 The Union agrees that there will be no strike and the Employer agrees that there will be no lock-out as long as this Agreement continues to operate. The words “strike” and “lock-out” shall be as defined by the Labour Relations Act Ontario, R.S.O. 1980, as amended.

ARTICLE 6 – NO HARASSMENT OR DISCRIMINATION

- 6.01 There shall be no harassment, discrimination, interference, restriction, or coercion exercised or practiced by the Employer or the Union for any reason or factor not pertinent to employment with AlphaPlus, or by reason of membership or non-membership in a labour union with respect to any Fulltime, Temporary or Part-time Employee who is or is not a member of Local 1582.
- 6.02
- a) Each Full-time, Temporary or Part-time Employee, in the work place, has the right to freedom from harassment because of sex.
 - b) Every Full-time, Temporary or Part-time Employee has a right to be free from a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the Employee where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance when the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to such Employee.
- 6.03 Allegations of any violation of this article may be filed as a grievance at Step 2 of the grievance procedure as set out in Article 21, within ten (10) working days after the time such violation is alleged to have occurred. Both Local 1582 and the Employer shall treat such grievances in strict confidence.

6.04 For purposes of this article:

“Harassment” means engaging in suggestive or vexatious comment or conduct that is known or ought reasonably to be known to be inappropriate in the workplace.

6.05 Harassment Policy

The current joint Harassment Policy, as jointly amended from time to time, shall be used by the parties and violations of the same shall be subject to the provisions of Article 21 (Grievance Procedure).

ARTICLE 7 – UNION STEWARDS AND REPRESENTATION

7.01 The Union will supply the Employer with a list showing (and will thereafter notify the Employer of any change in such list):

- a) All its Stewards, not to exceed two (2) persons, with a specification of the areas each represents;
- b) The Grievance Committee, not to exceed two (2) persons;
- c) The Negotiating Committee, not to exceed two (2) persons; and
- d) The Union/Management Committee, not to exceed two (2) persons.

7.02 Probationary Employees are not eligible to be Stewards or Committee members.

7.03

- a) In addition to their regular duties, Stewards and Committee members have responsibilities under this Agreement. They must obtain permission to leave their duties from their Manager, but such permission shall not be unreasonably withheld.
- b) The Grievor, Steward involved (or in the case of a policy grievance, the President of the Local or their designate), and members of the Grievance Committee shall suffer no loss of pay for time spent in grievance meetings with Employer representatives.

- c) In any event, the amount of Union business conducted during the Employee's working hours in the time period before or after the particular grievance or negotiating meeting shall be limited to fifteen (15) minutes per Employee.
- 7.04 Members of the Negotiating Committee (including alternate members of the Negotiating Committee) shall suffer no loss of pay for scheduled work hours spent attending negotiations meetings with representatives of the Employer. The Negotiating Committee shall be granted one (1) day off per year with pay to prepare for negotiation.
- 7.05 Local 1582 members may receive leave of absence without pay for the purpose of attending Union conventions, workshops and seminars or attending to Union matters/business, provided such absences do not interfere with the functioning of the Centre and requests for leave of absence are made reasonably prior to the requested time off. Such requests shall be made in writing through the Executive Director who shall consult with the Manager concerned and shall inform the Union of the decision no later than three (3) working days after the request is made.
- 7.06 Local 1582 shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with representatives of the Employer.
- 7.07 A Union steward will be given one (1) hour with each Full-time, Temporary or Part-time New Employee, without loss of pay, to the new employee or the steward to acquaint such Employee with the Union and its function, during their first month of employment. It will be the responsibility of the Executive Assistant or their designate to inform the Chief Steward whenever a new Fulltime, Temporary or Part-time Employee begins, within the first week of employment.
- 7.08 The Employer shall not be required to recognize a Union steward or a member of the Negotiating Committee, Grievance Committee, the Union/Management Committee or the Union Executive until the Union notifies the Employer of the individual(s) elected/appointed in writing.
- 7.09 The Executive of Local 1582 shall be permitted an aggregate of four (4) hours per two (2) week pay period OR eight (8) hours over two (2) two-week pay periods, off duty without loss of pay in order to attend to Union matters. This time is to be taken in periods of not less than one (1) hour, at a time mutually

agreed between the Executive Member and the Executive Member's Manager. It is recognized that the four (4) hours per two (2) week pay period OR the eight (8) hours over two (2) two-week pay periods are not cumulative and lapse at the end of that week period if unused.

ARTICLE 8 – WAGES AND SALARIES

8.01

- a) All full-time, temporary or part-time employees in the employ of the Employer on or after April 1, 2023 shall be paid salaries and wages, as the case may be, in accordance with the rates of pay for their respective positions, effective April 1, 2019 as set forth in Schedule "A" hereto annexed.
- b) For Part-time and Part-time Temporary employees, entitlements for Group RRSP (Article 12), Vacation (Article 13) and Sick Leave (Article 14) shall be based on hours paid, as opposed to hours worked.

8.02 The Employer may set rates of pay for any new or changed classifications and shall advise Local 1582 of such new or changed classifications and, if Local 1582 or any Employee is of the opinion that the rate of pay is unfair or improper, Local 1582 or the Employee, as the case may be, shall have the privilege of filing a grievance in accordance with the procedure as set forth in Article 21.

8.03 Superior Duties

Whenever an employee is assigned to perform the regular duties of a position, the classification of which is higher than the classification of the position to which such Employee has been appointed, for a continuous period of five (5) working days or more, other than for the purpose of serving as a replacement during the vacation of the regular incumbent, such Employee shall be paid the minimum of the rate of the experience grade in their new classification which will provide an immediate increase over their previous salary rate or awarded an increase of one experience grade equivalent, whichever is the greater, for all such time so worked.

8.04 Driver's License

Every Employee who is required by their duties to drive a motor vehicle shall maintain in good standing a license to drive such a vehicle and shall report to the Employer the loss or limitation of such license due to legal or other action.

8.05 Notice of Schedule

Each Employee who works on a schedule approved by the Employer shall be given at least forty-eight (48) hours' notice of any change in their schedule and if the schedule of such Employee is changed without such notice having been given, except where such change in schedule is caused by illness or emergency, they shall be paid at the rate of time and one-half for all time worked by their on a day on which they would normally have been off work had such schedule not been changed.

ARTICLE 9 – HOURS OF WORK

9.01 The normal hours of work for Full-time or Full-time Temporary Employees shall be thirty-five (35) hours per week. The thirty-five (35) hours shall be the actual hours worked and shall not be construed as a guarantee of hours of work per day or week, or days of work per week. Any reduction of days or hours of work shall be deemed to be a layoff and be subject to the provision of Article 22 hereinafter. Through the term of this Agreement the Employer will schedule work days and hours on the present flexible hours basis on a Monday to Friday basis. For greater clarity, "the present flexible hours basis" is set out in Appendix "A" of this agreement.

9.02 In order to be entitled to flex time (as per Appendix 'A') an Employee must submit a request in writing to their Manager on or before the Monday in the week preceding the week for which the schedule is being set. Requests made after Monday shall be considered at the sole discretion of the Employer. Scheduled hours of work will be posted by the Manager no later than Thursday of the preceding workweek.

9.03 Each Full-time or Full-time Temporary Employee shall be permitted a rest period of fifteen (15) consecutive minutes, one in the first half and one in the second half of each work period.

Part-time or Part-time Temporary Employees will be permitted a fifteen (15) minute rest break in each work period which consists of three (3) hours or more.

ARTICLE 10 – OVERTIME

10.01

a) Over Seven (7) Hours or Over thirty-five (35) Hours

Each Full-time or Full-time Temporary Employee whose normal work week consists of five (5) days of seven (7) hours per day shall be paid by the Employer at the rate of time and one-half (1½) for all time worked by such Employee on any day of their five (5) scheduled working days in excess of their scheduled seven (7) hours for such day and at the rate of time and one-half (1½) for all time worked by the said Full-time or Full-time Temporary Employee on any day in any calendar week other than on their said five (5) scheduled working days. (The “scheduled hours” for the purposes of this subsection includes changes consistent with maximum hours provided by current flextime guidelines in Article 9.02. This article applies only to overtime authorized in advance and to those hours worked after the Full-time or Full-time Temporary Employee has worked their full scheduled daily hours or their full scheduled week.

b) Over Ten Hours

The Employer agrees to pay each Full-time or Full-time Temporary and Each Part-time and Part-time Temporary Employee overtime at the rate of double time when they work in excess of ten (10) hours per day.

c) Hours worked on Saturdays and Sundays shall be paid at the rate of time and one-half (1½).

10.02 Overtime shall be paid in equivalent lieu time off in accordance with the overtime rates set out in sub article 10.01 at a time mutually agreeable to the Employee and the Employer unless otherwise mutually agreeable. Unscheduled/unused Employee credits shall be paid out in cash at the end of the calendar year at the appropriate overtime rate.

10.03 A Part-time Employee or a Part-time Temporary Employee shall be paid for overtime hours worked when such hours have been authorized in advance by their Manager.

- a) To qualify for the benefit of overtime pay, a Part-time or a Part-time Temporary Employee must work over seven (7) hours per day. Overtime hours worked shall be paid at the rate of one and one-half (1½) times the base wage rate. Flextime hours which exceed seven(7) hours per day shall not trigger automatic overtime payments.
 - b) Hours worked on Saturdays and Sundays shall be paid at the rate of time and one-half (1½).
- 10.04 There shall be no pyramiding of the premium pay provisions of the Agreement. The Employee shall be entitled to the application of the single provision giving them the greatest benefit.
- 10.05 The Employer has the right to schedule or assign overtime work whenever necessary and Full-time, Temporary and Part-time Employees must perform overtime work unless excused through a reason acceptable to the Employer.
- 10.06 Sunday overtime shall be voluntary with the provision that should insufficient Employees volunteer to meet the staffing requirements stipulated by Management, Management has the right to assign Sunday overtime on a rotational basis commencing with the least senior Employee who normally performs the work. Employees may, however, volunteer for Sunday work, and such volunteers shall be assigned the work by seniority, on a rotational basis among the employees who normally perform the work.

ARTICLE 11 – DESIGNATED HOLIDAYS

- 11.01 The Employer hereby designates the following days to be observed as holidays without loss of pay during each year by all full-time and full-time temporary employees and part-time or part-time temporary employees of the Employer who come within Local 1582, namely:

- | | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| | Canada Day |

Floating Holidays – Two (2) all full-time and full-time temporary employees; One (1) all part-time and part-time temporary employees.

The floating holidays will be taken in each calendar year (i.e. January 1 – December 31) on days mutually agreed on between the Employer and the employee. The floating holiday is granted only to full-time and part-time employees who have completed their probationary period.

11.02 Each full-time or full-time temporary employee and part-time or part-time temporary employees coming within Local 1582:

a) Who is not required to work on a day so designated as a holiday, shall be entitled to and shall be paid by the Employer their regular rate of pay for each designated holiday not so worked.

b) Who is required to work on a day so designated as a holiday shall be paid by the Employer at the rate of time and one-half (1½) for time so worked and in addition shall be paid for a full day at their regular rate of pay or may take equivalent time off, provided such is taken within thirty (30) days of the holiday.

11.03 A part-time or part-time temporary employee who is required to work on a day so designated as a holiday shall be paid at the rate of time and one-half (1½) for time so worked and in addition shall be paid for the hours worked at their regular rate of pay.

11.04 National Indigenous Peoples Day

The Employer will post a message acknowledging National Indigenous Peoples Day on its Web site. The Employer will also post a statement in support of National Indigenous Peoples Day, including the Governor General's declaration of National Indigenous Peoples Day on the AlphaPlus Web Site.

Bargaining Unit members may request a one day leave of absence in respect of National Indigenous Peoples Day, such leave to be taken from the employee's vacation credits or float day entitlements. Such leaves will not be unreasonably denied.

11.05 Religious Days of Obligation

Employees whose creed requires them to absent themselves from work to observe religious holidays other than those recognized in Article 11 of this agreement shall be provided with up to three (3) days unpaid leave annually for such purpose, such leave not to be unreasonably refused.

ARTICLE 12 – GROUP RRSP

12.01 All Permanent Employees shall participate in the Group Registered Retirement Savings Plan (“Group RRSP”) established prior to January 1, 1998.

12.02 Each Employee covered by this article shall contribute six percent (6%) of their pay to the Group RRSP up to the maximum individual contribution allowable by law. The Employer shall contribute a matching six percent (6%) up to the maximum allowable by law. Contributions will be made on all hours paid, including overtime hours but shall not be computed on a premium basis. Contributions shall be made by way of payroll deduction. Employer and Employee contributions shall not be made during an Employee’s absence from work except to the extent provided elsewhere in the agreement.

12.03 The Group RRSP established prior to January 1, 1998 does not form part of this agreement and is not subject to the grievance and arbitration procedure. The Employer shall be responsible solely for deducting and remitting Employee contributions and making the Employer contribution to the Group RRSP.

ARTICLE 13 – VACATIONS

13.01 Full-time or Full-time Temporary Employees are entitled to vacation with pay as follows:

Less than 5 years	1 ¹ / ₄ days per month (3 weeks annually)
5 years to less than 16 years	1 ² / ₃ days per month (4 weeks annually)
16 years to less than 23 years	2 ¹ / ₁₂ days per month (5 weeks annually)
23 years or more	2 ¹ / ₂ days per month (6 weeks annually)

- 13.02 When a new Full-time or Full-time Temporary Employee begins work on any day from the first to the 15th day of a calendar month, they shall be entitled to vacation credit as if they had begun work on the first day of that month.
- 13.03 Part-time or Part-time Temporary Employees upon hire, will be paid vacation pay at the rate of six per cent (6%).
- 13.04 Part-time or Part-time Temporary Employees on termination of employment shall be paid the balance of vacation pay entitlement at the rate appropriate to their years of service.
- 13.05 After five (5) years of service, a Part-time Employee shall be entitled to vacation pay of eight per cent (8%) and on termination shall be entitled to the balance of their vacation pay entitlement at the rate of eight per cent (8%).

After sixteen (16) years of service, a Part-time Employee shall be entitled to vacation pay of ten per cent (10%) and on termination shall be entitled to the balance of their vacation pay entitlement at the rate of ten per cent (10%).

After twenty-three (23) years of service, a Part-time Employee shall be entitled to vacation pay of twelve per cent (12%) and on termination shall be entitled to the balance of their vacation pay entitlement at the rate of twelve per cent (12%).

- 13.06 Part-time or Part-time Temporary Employees' vacation Credits may be banked in lieu of payments under 13.03 or 13.05.

Part-time or Part-time Temporary Employees may opt to accrue vacation credits instead of vacation pay as follows:

Less than 5 years	6% on hours paid (approximately 3 weeks annually)
5 years to less than 16 years	8% on hours paid (approximately 4 weeks annually)
16 years to less than 23 years	10% on hours paid (approximately 5 weeks annually)
23 years or more	12% on hours paid (approximately 6 weeks annually)

13.07 A Part-time or Part-time Temporary Employee shall be granted vacation leave using banked credits (Art.13.06) or – for vacation purposes, at a time mutually agreeable to the part-time Employee and the Employer.

13.08 On Termination of Service

Except as noted in this section, on termination of employment an Employee is entitled to unused vacation pay at the rate applicable for their category.

13.09 If any full-time Employee of the Employer within the Bargaining Unit is absent on unpaid leave, for a period longer than provided for in Article 18.06, Article 18.07 and Article 18.08 (a) or twelve (12) consecutive weeks because of illness, study, or other reasons acceptable to the Employer, the annual vacation to which such Employee may otherwise be entitled under this article shall be reduced accordingly for each full month of absence reckoned from the first day that such Full-time Employee is absent.

13.10 If any employee is already on sick leave when the annual vacation period falls due, the vacation period may be postponed and taken when convenient to the work of the employee's work unit. When an employee becomes ill while on vacation, a request supported by a medical certificate may be made, to the Manager to have the vacation converted to sick leave. The remainder of the vacation shall be postponed and may be taken when mutually agreeable.

13.11 Vacation requests shall not be unreasonably denied.

13.12 Full-time and Part-time employees may have no more than five (5) days of vacation credits as of March 31st of each year. Notwithstanding the foregoing, an employee may submit vacation requests in excess of five (5) days or more and such requests shall not be unreasonably denied.

ARTICLE 14 – SICK LEAVE

14.01 In this article:

- a) "Sick leave" means working time during which any Full-time, Part-time or Temporary Employee is absent through illness and for which the Full-time, Part time or Temporary Employee is entitled to receive normal salary or wages.

- b) "Sick Pay" means the salary or wages paid to a Full-time, Part-time or Temporary Employee on Sick Leave.
- c) "Sick Pay Credit" means the accumulation of previously unused Sick Leave on any given date.
- d) "Month" means calendar month.

14.02

- a) Sick leave shall be earned by a Full-time or Full-time Temporary Employee at the rate of 10.5 hours for each month of service. Sick Leave credits shall be earned by a Part-time or Part-time Temporary Employee at the rate of one (1) hour for every twenty (20) hours **paid**. Sick leave or sick pay credits are cumulative if unused to annual limits as of April 1st.

Regularly scheduled hours per week	Maximum sick leave days on April 1st
At least 35 hours per week	75
At least 28 hours and less than 35 hours	60
At least 21 hours and less than 28 hours	45
Less than 21 hours	No limit

- b) When a new Full-time or Full-time Temporary Employee begins work on any day from the 1st to 15th of a calendar month, they shall be entitled to accrue Sick Leave Credit as if they had begun work on the first day of that month.

14.03 No Sick Leave shall be earned by a Full-time or Full-time Temporary Employee during a period of unpaid approved leave of more than thirty (30) calendar days.

14.04

- a) Each Full-time or Full-time Temporary Employee shall be eligible to receive, after completion of one (1) month's service, Sick Pay at full salary or wage rate for any time lost by reason of illness or injury (except where an award is made under the Workplace Safety and Insurance Act), to the full extent of Sick Pay Credit available to their at the time of such absence.

- b) Each Part-time or Part-time Temporary Employee shall be eligible to receive, after completion of seventy-two (72) hours worked, Sick Pay at their regular wage rate for scheduled time lost by reason of illness or injury (except where an award is made under the Workplace Safety and Insurance Act), to the full extent of Sick Pay Credit available to their at the time of such absence.
- c) Sick Pay credits may be accumulated as per the limits in 14.02 from year to year but have no cash value at the termination of employment. Sick Pay Credits may be used to top-up any payments received from Short-term Disability (to a maximum of 85%), Long-Term Disability (to a maximum of 85%), or EI Disability (to a maximum of 95%), or any denial of coverage by the same.

14.05 The number of days or parts of days for which a Full-time, Part-time or Temporary Employee receives Sick Pay shall be deducted from their Sick Pay Credit.

14.06

- a) If a Full-time or Full-time Temporary Employee is absent on account of illness for less than fifty per cent (50%) of the scheduled shift, the time of such absence shall not be deducted from Sick Pay Credit. Absence on account of illness in excess of fifty per cent (50%) of the scheduled shift, but less than a full day, shall be deducted as 3.5 hours.
- b) A part-time or a part-time temporary employee who has commenced work and has completed twenty-five percent (25%) of their scheduled work hours and who, because of illness has to leave work with the authorization of the Manager, shall be paid for the balance of their scheduled hours on the day of the illness and the time of such absence shall not be deducted from Sick Pay Credit.
- c) At the discretion of the Manager, medical or dental appointments may be regarded as falling within the policies of this section.
- d) The use of sick leave to attend to a family illness is set out in sub-article (18.13).

- e)
- 14.07 Conversion of Vacation Credits
- When Sick Leave has been exhausted a Full-time or a Full-time Temporary Employee may use their annual vacation in lieu of sick leave by sending written notification to the Manager of their intention to.
- 14.08 Workplace Accidents
- The Parties recognize telecommuting as a normal part of service delivery that permits an employee to perform their duties and responsibilities from their principal residence by electronic or other means, rather than the traditional offices of the Employer.
- Where a Full-time, Part-time or Temporary Employee is absent by reason of incapacity on account of an accident occurring while on duty and an award is made by the Workplace Safety and Insurance Board, such Employee shall be entitled to receive the difference between their salary or other remuneration and the amount of such award.
- 14.09 When absence of a Full-time, Part-time or Temporary Employee through illness covers more than five (5) consecutive working days, a medical certificate from a qualified medical practitioner certifying to the illness and to fitness to return to work shall be forwarded by such Full-time, Part-time or Temporary Employee to the Manager.
- 14.10 Short-term Absences
- a) While it is recognized that short-term absences are sometimes unavoidable, in cases where there is a persistent pattern of short-term absences, individuals in question may be advised in advance that payment of Sick Leave for any future absence will require a doctor's certificate.
- b) Evidence of a persistent pattern of short-term absences will be documented and made known to the individual in writing prior to the time of requesting a doctor's certificate for any future absences.
- 14.11 Each Full-time, Part-time or Temporary Employee currently on staff, shall receive by February 1st of each year an annual statement of their accumulated Sick Leave.

14.12 Third-Party Actions

Where in an action arising out of an accident to an Employee of the Employer coming within Local 1582, the Employer recovers from a third person as the result of such accident a larger amount, exclusive of costs, including the costs of the solicitor the Employer may engage, than the amount paid to or on behalf of such Employee, the surplus amount shall be paid to such Employee, or in the event of death, to one or more of their dependents.

14.13 Workplace Safety and Insurance Board (WSIB)

- a) An Employee who is injured on duty in circumstances where no action for such injuries would lie against a third person; and who is unable to work as a result of such injury, shall while they are off work, as aforesaid, be paid their regular day work rate by the Employer' to the extent of their available Sick Pay Credits, until such time as a ruling has been made by the Workplace Safety and Insurance Board (WSIB) upon their claim.
- b) If the Workplace Safety and Insurance Board (WSIB) approves the claim, the Employee's bank of Sick Credits will be credited with one (1) day for each day they received Sick Pay prior to the WSIB's approval of the claim.
- c) If the Employee is unable to return to work after a claim is approved, they shall receive the benefit payments, approved by the Workplace Safety and Insurance Board, directly from the Employer. A supplement shall be paid by the Employer to the Employee to make the total payment equal to their regular pay.
- d) Where the claim is not approved or where an Employee receives monies in excess of their regular pay, such excess shall be treated as an overpayment and the necessary recovery shall be made by the Employer.
- e) The Employer shall deduct from the supplement the Employee's full group RRSP contributions to the extent permitted by law.
- f) An Employee who sustains a compensable injury and, as a result, must leave work before the end of their shift, shall be paid to the end of the shift.
- g) An Employee receiving compensation for a compensable injury under the Workplace Safety and Insurance Act shall accumulate seniority and be

entitled to all benefits under this Agreement. While in receipt of WCB/WSIB benefits, the Employee shall have their share of the various benefit plans under this agreement, including the Group RRSP paid by the Employer based on 100% of their basic earnings.

- h) An Employee who is injured on duty in circumstances where no action for such injuries would lie against a third person, and who is unable to work as a result of such injury, shall, provided they have qualified for Sick Pay Credits under Article 14, be paid an amount equal to their full net pay while they are off work and until such time as a ruling has been made by the Workplace Safety and Insurance Board regarding their claim.
- i) Every Employee who suffers injury by accident arising out of and in the course of employment within the meaning of the Workplace Safety and Insurance Act shall be protected for a period of twenty-four months by being reinstated in the position they held on the date of the injury, or provided with alternate employment of a nature and earnings at least equal to their employment on the date of their injury if such vacancy exists and provided the Employee can perform the essential duties of the position, and further provided that the Employee is not otherwise suspended or discharged for just cause. The Employer further agrees to provide reasonable accommodation to the point of undue hardship where necessary to permit the Employee to perform the essential duties of their position or available alternate position.
- j) The Employer shall allow the Employee, upon written request, to view forms submitted to the WSIB in their respect.
- k) The Employer shall promptly inform the Workplace Safety and Insurance Board of any retroactive compensation adjustments in respect of employees for whom compensation claims have been submitted, or who are in receipt of WSIB benefits.

14.14 Duty to Accommodate

- a) The parties acknowledge their respective obligations to accommodate Employees absent from work due to disability pursuant to the provisions of the Human Rights Code, whether or not these provisions are amended, deleted or suspended during the term of this agreement.

- b) If a Full-time Employee is absent from work due to injury or illness, and the parties agree they will not be able to resume their regular position within two (2) calendar years following the start of such an absence, the Employer may post their position as a temporary position for the duration of the absence. If the absence continues beyond two (2) calendar years, the Employer may post their position as a permanent vacancy in accordance with Article 20 (Advertising Vacancies).
- c) If the Employee recovers and is prepared to return to work on a Fulltime or modified basis, the Employer will provide them with an unpaid leave of absence until a vacancy occurs in their classification. At such time they will be appointed to the vacant position provided that they possess the necessary skills and qualification for such work and the provisions of Article 20.01 shall not apply.

14.15 The Employer and the Union agree that employees, who have been off work due to injury, accident, or illness, resulting in temporary/permanent impairment or disability, should be returned to active employment as quickly as possible.

ARTICLE 15 – BENEFITS

Previous Article 15 has been removed.

15.01 Required Coverage

In accordance with the eligibility requirements of the Policy, employees working less than twenty-one (21) hours per week are not eligible to join the Benefits plans.

A permanent employee after the completion of (3) months of employment shall be required to join the Insurance Plans covered by Articles 16.03 Life Insurance, 16.04 Long-Term Disability and Short-Term Disability and the Benefit Plans covered by Articles 16.02 Semi-Private Ward Coverage and 16.03 Comprehensive Medical, 16.06 Dental and 16.07 Optical and Hearing.

An employee with proof of existing private or spousal coverage may decline joining the Benefit Plans covered by Articles 16.02 Semi-Private Ward Coverage and 16.03 Comprehensive Medical, 16.06 Dental and 16.07 Optical and Hearing.

15.02 Employer and Employee to Pay Premiums

Where an employee regularly works twenty-one (21) hours per week or more [but less than twenty-eight (28) hours], the Employer's share of the single or family premium, as the case may be eighty percent (80%) of the full-time premium.

Where an employee regularly works twenty-eight (28) hours per week or more [but less than thirty-five (35) hours], the Employer's share of the single or family premium, as the case may be ninety (90%) of the full-time premium.

Where an employee regularly works thirty five (35) hours per week, the Employer's share of the single or family premium, will be 100% of the full-time premium.

15.03 Semi-Private Ward Coverage

The Employer shall enter into a contract with an insurer licensed under the Insurance Act for the purpose of providing hospital accommodation at the semi-private ward level. The Employer shall pay of the single or family premium, as the case may be, for such Plan as per Article 16.02.

15.04 Comprehensive Medical Plan (CMP) – General

The Employer shall enter into a contract with an insurer licensed under the Insurance Act for its Comprehensive Medical Protection Plan with a \$10.00/\$20.00 deductible provision. The Employer shall pay the single or family premium, as the case may be for such Employees as referred to in Article 16.02.

15.05 Life Insurance

The Employer shall enter into a contract with an Insurer licensed under the Insurance Act and selected by the Employer to provide as a condition of employment for such Employees as referred to in Article 16.01, group life insurance in the amount of two times (2) their annual salary rounded off to the nearest one thousand dollars (\$1000.00) for each such Employee covered by such insurance. The Employer shall pay premium, as the case may be for such Employees as referred to in Article 16.02.

15.06 Long-Term (LTD) and Short-Term (STD) Disability

The Employer will, through an Insurer authorized to carry on business in the Province of Ontario, arrange a compulsory Long-Term Disability Plan for Employees as referred to in Article 16.01. The Employer shall pay premium, as the case may be for such Employees as referred to in Article 16.02.

The Plan will provide a Long-Term Disability benefit of seventy-five percent (75%) of basic salary to a maximum of three thousand dollars (\$3,000.00) inclusive of any benefits paid under any Pension Plan, Insurance Plan, WSIB Benefits, or any

other plan to which the Employer makes any contribution. Long-Term Disability benefits will be payable after one-hundred and nineteen (119) days continuous absence from work on account of illness or injury and subject to the qualifications of the Plan document. All employees enrolled in the LTD plan are required to apply for LTD prior to using Sick Pay Credits for which LTD coverage may be obtained.

Each such Employee eligible for such Long-Term Disability Plan may top-up Long-Term Disability payments received (to a maximum of 85% of pre-disability salary), with credits from the Employees Sick Pay Credit earned as per Article 14.02.

- a) The Employer will, through an Insurer authorized to carry on business in the Province of Ontario, arrange a compulsory Short-Term Disability Plan for Employees as referred to in Article 16.01. The Employer shall pay premium, as the case may be for such Employees as referred to in Article 16.02.
- b) The Plan will provide a Short-Term Disability benefit of seventy (70%) of basic salary to a maximum of one thousand dollars (\$1,000.00) per week. Short-Term-Disability benefits shall begin on day one of an absence due to an accident and/or hospitalization, or after 7 calendar days in the case of illness and shall be for a maximum of seventeen (17) weeks.

All employees enrolled in the STD plan are required to apply for STD on day one of an absence due to an accident and/or hospitalization, or after 7 calendar days of in the case of illness, prior to using Sick Pay Credits for which STD coverage may be obtained.

Employees may top-up Short-Term Disability payments received (to a maximum of 85% of pre-disability salary), with credits from the Employees Sick Pay Credit earned as per Article 14.

15.07 Dental Plan

- a) The Employer will provide a non-deductible Dental Plan equivalent to CUMBA Red; the Rider 1 (endodontic/periodontal) and Rider 2 (50% payment dentures) for Employees as referred to in Article 16.01. When applicable, the Employer shall provide an orthodontia rider to the dental plan with a maximum \$3,000.00 lifetime benefit for each Employee/dependent 18 years. The Employer shall pay the single or family premium, as the case may be for such Employees as referred to in Article 16.02.

- b) The Dental Plan will further provide a major restorative rider; 50% coinsurance feature with an annual maximum payment clause of \$1,000.00 per person. Expenses covered will be single crown restorations (caps), inlays, onlays, and gold fillings.

15.08 Optical and Hearing

- a) The Comprehensive Medical Insurance coverage referred to in Article 16.04 shall include a \$400.00 optical benefit which shall be available to Employees as referred to in Article 16.01 and their dependents once per two (2) year period. The Employer shall pay the single or family premium, as the case may be for such Employees as referred to in Article 16.02.
- b) The Hearing Aid benefit shall be five hundred dollars (\$500.00) once per three (3) year period.

15.09 Change in Marital Status or Dependents

Each Employee shall report any changes in marital status or increase or decrease in dependents without delay and, if failure to report any such changes results in any overpayment of premiums by the Employer, such Employee shall reimburse the Employer in the amount of such overpayment.

15.10 Employer to Pay Premiums

a) Employees on Long Term Disability

The Employer shall provide Comprehensive Medical Protection Plan (C.M.P.), Dental and Semi-Private coverage for Employees on Long Term Disability. The Employer shall pay premium, as the case may be for such Employees as referred to in Article 16.02.

b) Retirees

- i) The Employer shall pay 100% of the premiums for Comprehensive Medical Protection Plan (C.M.P.), Semi-Private coverage and Dental Plan for early retirees who have retired on or after the date of ratification and who have accumulated thirty (30) years of service or combination of years of service and age equivalent to at least ninety (90). This payment shall cease in the month that the employee attains the age of sixty-five (65). The Employer shall pay premium, as the case may be for such Employees as referred to in Article 16.02.

- ii) The Employer will pay premiums for a basic \$3,000.00 life insurance policy for Employees who retire and who have accumulated 30 years of service or combination of years of service and age equivalent to at least 90.
- iii) Where an Employee who elects early retirement and is eligible for benefits, dies prior to their sixty-fifth birthday, the Employer shall provide for their spouse, coverage for such benefits until the deceased Employee would have attained the age of sixty-five.

15.11 Dependent Coverage: The Employer agrees to provide semi-private insurance, Comprehensive Medical Protection Plan, and Dental Plan for dependent full-time students over twenty-one years of age.

15.12 Prescription Drugs: The Employer agrees to provide payment with respect to all prescription drugs which are deregulated during the currency of this Collective Agreement. 16.13 Unmet Benefits: The Employer agrees to pay its share of the Employees' premiums, except where a premium waiver applies, for the period not exceeding six (6) consecutive months between the onset of disability and the commencement of Long-Term Disability.

15.13 Changes to Benefit Plans

It is understood that the benefit plans are not part of this agreement and are not subject to the grievance and arbitration procedure. However, the Employer guarantees that the plan which it purchases shall provide benefits at the level currently enjoyed by Employees and the issue of level of coverage may be the subject of a policy grievance pursuant to the provisions of the Agreement.

ARTICLE 16 – SENIORITY

16.01

- a) For purposes of this Collective Agreement "seniority" is defined as length of continuous service with the Employer subject to completion of probation and shall include service with the Metropolitan Toronto Public Library, AlphaCom and Alpha Ontario. Notwithstanding the foregoing, an employee who transfers out of the Bargaining Unit shall retain their seniority rights for a period of nine months from the date of transfer, after which time such rights shall be deemed terminated. Where an employee transfers into an excluded position by virtue of a leave of absence created

by a pregnancy and/or parental/adoption leave, they may retain their seniority rights for a period not to exceed eighteen months, and after such time their seniority rights shall be deemed terminated.

- b) Part-time seniority with the Employer shall be that service accumulated on an hourly basis dating from January 1, 1969, called hereafter "seniority" subject to such Employee completing their probationary period.
- c) In the event a Part-time Employee who has not completed their probationary period in accordance with Article 3.02 (b) and whose employment is not terminated but whose employment is interrupted by reason of lack of work, when such Employee returns such Employee shall not lose the hours they have worked from their first date of hire for the purposes of the application of Article 17.01 (b).
- d) Permanent Employees who are displaced through layoff into temporary positions shall not forfeit their recall rights.
- e) Seniority accrued by full-time and part-time Temporary Employees shall be calculated based on the applicable formulae set out in Article 17.01.
- f) The number of hours of service accumulated by a Part-time Employee will be comparable to the seniority accumulated by Full-time Employees based on the following formula: seven (7) hours service is equivalent to one (1) day seniority, two hundred and sixty (260) days is equivalent to one (1) year.

16.02

- a) A Part-Time employee hired to a Full-time position shall be credited with their Part-time seniority converted to the Full-time equivalent as provided for in 17.01(f) above.
- b) A Full-time Employee transferring to a Part-time position shall be credited with their Full-time seniority converted to the seniority as provided for in the formula set in 17.01(f) above.

16.03

- a) The Employer shall maintain a seniority list showing the date upon which each non-probationary Full-time Employee's service commenced. An up-

to-date seniority list shall be sent to the Union and posted in January and July of each year on the Bulletin Boards.

- b) A service list for Part-time Employees showing the total accumulated hours and the annual accumulated hours worked shall be prepared quarterly and shall be sent to the Union as well as posted in each department.

16.04 A Full-time Employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

A Full-time Employee shall only lose seniority in the event:

- a) They voluntarily terminate their employment;
- b) They are discharged for reasonable cause;
- c) They fail to report their intention to return to work within five (5) working days and to report for work within ten (10) working days from the date she is they are recalled to work under the provisions of Article 22;
- d) They are absent from work for more than five (5) consecutive working days from the commencement of absence without written notification to the Executive Assistant or;
- e) They are not recalled to work within two (2) years of the date of layoff as in Article 22.

16.05 A Part-time Employee shall lose their seniority and their status as a Part-time Employee:

If they resign;

- a) If they are discharged or terminated and is not reinstated in accordance with the provisions of this Agreement;
- b) If they fail to work fifty (50) hours in a six (6) month period subject to their being absent as a result of authorized sickness or leave of absence;

- c) If they are absent from work for not more than three (3) consecutive working days from the commencement of their absence without written notification to the Executive Assistant;
- d) They fail to report their intention to return within five (5) working days and to report for work within ten (10) working days from the date they are recalled to work under the provisions of Article 22.

16.06 A Part-time Employee hired as a temporary replacement will continue to accrue seniority on an hourly basis for the duration of the Agreement.

16.07 Temporary Work

- a) Where the Employer requires temporary work to be performed, it will provide the Union with as much notice as is reasonably possible, either by email, Union-Management meetings or other written format, before the intended performance or assignment of such work; and
- b) The notice referred to in paragraph (a) shall include information as to
 - a. The expected duration of such work;
 - b. A description of the work to be performed;
 - c. An estimate of the effort to do such work;
 - d. Any other relevant information.
- c) Further to (b) above, where the Employer determines no bargaining unit member possesses the skills necessary to perform the work, or the time available to perform the work, the Employer shall advise the Union of the same.
- d) The Union shall have the right to respond to the Employer's notice within two (2) weeks of receipt of the notice referred to in (a) above, and the Employer shall consider and respond to the Union's representations.
- e) The Employer agrees that temporary assignments or contracts in regard to the work described in (a) above shall not result in the lay-off or termination of a permanent Full-time or Part-time employee. The Union and the employer agree that it is important to maintain the quality of work done.

- f) The work described in this article refers to work usually performed by bargaining unit employees.

16.08 Temporary Positions and Temporary Employees

- i) Persons hired on a temporary basis or hired to replace a Full-time Employee who is on an approved leave of absence shall be hired up to a specific period not to exceed twelve (12) months, and a contract shall not be renewed.
 - ii) Time spent in a temporary position shall count against the probationary period if the Temporary Employee is transferred to a permanent position within the Bargaining Unit or receives a permanent position within one (1) month of termination of their temporary position.
 - iii) Persons who have served six (6) months or more as Temporary Employees shall be required to serve a probationary period of at least one (1) month upon entering into a permanent position. In any event, such employee's probationary period shall not exceed seven (7) months.
- b) The Employer will inform the Union in writing of all temporary appointments at the time an appointment is made.
 - c) Seniority accrued by Full-time and Part-time Temporary employees shall be calculated based on the applicable formulae set out in Article 17.01 above.

16.09 Temporary Positions and Permanent Employees

- a) Persons employed as set out in Article 1.02 a) and c) of this Agreement may be employed in temporary positions or appointments not to exceed six (6) months. Such appointments may be renewed for a period not to exceed a further six (6) months. Further renewals of such positions or appointments may be effected, subject to the agreement of the Union.
- b) Permanent employees who are displaced through layoff into temporary positions shall not forfeit their recall rights.

ARTICLE 17 – LEAVE OF ABSENCE

17.01 Public or Union Office

Any Full-time or Part-time Employee of the Employer coming within Local 1582 who is elected or appointed to a full-time position with CUPE, or who is elected to public office, shall be granted leave of absence without loss of seniority for a period while holding such position or office of not more than three (3) years renewable annually at the option of the Employer, provided that such leave shall be without pay and at no cost whatsoever to the Employer and provided further that the period of such leave shall not be included in the length of service of such Employee with the Employer for the purposes of determining seniority and provided further that such renewed leave shall not be unreasonably denied.

17.02 Bereavement Leave

Each Full-time, Full-time Temporary or Part-time Employee who is absent from work solely due to the death of the father, mother, son, daughter, brother, sister, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, step-grandparent, grandparent-in-law, grandchild, or step grandchild, will be compensated for the time so lost from their regular schedule, by reasons of such absence, as follows:

- 1) A Full-time or a Full-time Temporary Employee will be paid at their regular rate of pay for up to a maximum of three (3) working days following such death for each such absence, provided that the Employer may, at its discretion and on recommendation by Management, increase such leave by an additional two (2) consecutive working days to immediately follow the said three (3) days. Employees on vacation shall not be denied this benefit.
- 2) A Part-time or a Part-time Temporary Employee will be paid at her hourly rate of pay for those scheduled hours lost on the three (3) consecutive working days following such death.

17.03 Paid Personal Leave

Managers shall grant paid personal leave of absence of a total of three (3) working days annually, to all full-time employees by March 31st. Additional leave

may be considered at the discretion of Management. Such additional leave may be consecutive to time granted under Article 18.02 and be with or without pay. Employees working twenty-one (21) hours or more shall be granted one paid working day personal leave of absence annually. Employees who have been employed for less than one (1) year shall be granted the opportunity to receive leaves of absence under this article on a pro rata basis only. Such Employees shall be credited with one-half (1/2) day every two (2) months worked. It is understood and agreed that the three (3) days specified under this article shall not be cumulative from year to year if unused.

It is further understood and agreed that an Employee who is seeking leave of absence pursuant to such article must contact their Manager at the earliest possible point in time before the start of their scheduled shift and in any event as soon as practicable.

Both parties agree that paid personal leave days shall not be used for the purpose of extending an Employee's scheduled vacation or as an addition to paid (statutory) holiday periods, except in circumstances beyond the Employee's control.

17.04 Jury / Witness Duty

Each Full-time, Temporary or Part-time Employee of the Employer coming within Local 1582 who is called upon to serve as a juror or as a witness in a court proceeding:

- a) Shall be granted leave of absence for such purpose provided that upon completion of their jury or witness service such Employee shall present to their Manager a satisfactory certificate showing the period of such service;
- b) Shall be paid, in the case of a Full-time or Full-time Temporary Employee, their full salary or wages for the period of such jury or witness service, provided that they shall deposit with the Executive Director the full amount of compensation received for such service and an official statement therefore and in the case of a Part-time or a Part-time Temporary Employee shall be paid for each day of jury service, the regular pay for the hours of work scheduled for that day or the daily jury or witness fee, whichever is greater, provided that they shall deposit with the Executive Director the full amount of compensation received for such service and an official statement therefore, if the compensation is less than AlphaPlus wages;

- c) Shall, upon being released from jury or witness service in the forenoon of any day, immediately telephone the Manager for instruction respecting their return to work, and shall, upon receiving such instruction, comply with the same.

17.05 Citizenship

Any Full-time, Temporary or Part-time Employee who, during their normal working hours is required to attend a sitting of the Citizenship Court or such other procedures as may be necessary to obtain their Canadian Citizenship shall be granted time off with pay which, in aggregate, will not exceed one day's pay at their normal rate.

17.06 Pregnancy Leave

Any Full-time, Temporary or Part-time Employee who is eligible for pregnancy leave, shall be entitled, provided she is in receipt of Employment Insurance benefits pursuant to Section 30 of the Employment Insurance Act, (EI Act) to the following payments while on pregnancy leave:

- i) For the first week of the pregnancy leave, the Employee receives no payments from the Employer;
- ii) For the following seventeen (17) weeks of the pregnancy leave, the Employee shall receive from the Employer, payments equal to the difference between seventy-five percent (75%) of their regular rate and the sum of their weekly Employment Insurance benefits.

VESTED RIGHTS: Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan; (57(13)(i) of the EI Regulations).

OTHER INCOME: Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan; (57(13)(i) of the EI Regulations).

Provisions for pregnancy benefits are contained within Section 18 of the EI ACT, while adoption benefits are now contained within Section 20 Parental Benefits.

The Supplemental Employment Benefit is not payable during the extension of the leave mentioned under 18.10(c) of the Collective Agreement.

17.07 Parental / Adoption Leave

Any Full-time, Part-time or Temporary Employee who is eligible for parental leave shall be entitled, provided the Employee is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, to the following payments while on parental leave:

- i) For the first week of the parental leave, the Employee receives no payments from the Employer;
- ii) For the remainder of such parental leave, the Employee shall receive from the Employer, payments equal to the difference between seventy-five (75%) of the Employee's regular rate and the sum of the Employee's weekly Employment Insurance benefits.

VESTED RIGHTS: Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan; (57(13)(h) of the EI Regulations).

OTHER INCOME: Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan; (57(13) (i) of the EI Regulations).

Provisions for pregnancy benefits are contained within Section 18 of the EI ACT, while adoption benefits are now contained within Section 20 Parental Benefits. The Supplemental Employment Benefit is not payable during the extension of the leave mentioned under 18.10(a) of the Collective Agreement.

17.08 Pregnancy or Parental Leave Notice

- a) The Employee must give two weeks' notice in writing of the date the pregnancy or parental leave is to begin and two weeks' notice in writing to the Employer of when they expect to return to work.
- b) A doctor's certificate confirming the anticipated date of delivery must accompany the written request for leave.

c) During the period of pregnancy or parental leave, the Employer will continue to pay the premium for all benefits to which the Employee is entitled under the Collective Agreement unless she elects in writing not to receive such benefits.

d) Pregnancy / Parental or Adoption Leave – Group RRSP

During the period of pregnancy or parental leave, the Employer must pay the Employer share of Group RRSP contributions unless the Employee gives written notice before the leave begins of their choice not to pay their share. If the Employee elects, before the leave begins, not to pay the member share of contributions, then the Employer is not required to pay.

e) Pregnancy / Parental or Adoption Leave – Other Credits

During the period of pregnancy or parental leave, the Employee continues to accrue seniority and vacation credits, but does not accrue sick credits.

f) The maximum length of a combined pregnancy and parental leave shall not exceed 78 weeks, unless legislation provides for a longer leave.

17.09 Court Appearance

In the event a Full-time, Temporary or Part-time Employee is accused of an offence which requires a Court appearance, they shall be given a leave of absence as requested without loss of seniority or service recognition but without pay. In the event that the accused Employee is jailed awaiting a Court appearance, they shall be given an automatic leave of absence without loss of seniority but without pay.

Other Unpaid Leaves of Absence

17.10 Personal Leave of Absence

a) AlphaPlus may, in its discretion, grant leaves of absence without pay and without loss of seniority to an Employee for personal reasons, excluding employment with another employer. It is understood that all unpaid leaves of absence can only be granted if the efficient operations of the Centre can continue to be carried out in the Employee's absence.

- b) Application for leave is to be made, in writing, to the Employer, through the Manager. Requests for such leave shall not be unreasonably denied.
- c) Vacation, sick leave rights, benefits, payment of statutory holidays or seniority do not accrue to an Employee during the period of leave of absence without pay if the leave exceeds thirty (30) days.
- d) During the period of leave, such Employee may continue various benefit coverages for which they are eligible by paying the Employer the appropriate premiums in advance.
- e) Upon their return to work, after such leave, every effort will be made to place the Employee in their original position. However, prolonged leaves are granted with the understanding that the Employer cannot guarantee a return to work to the exact duties of the Employee, but the employee's classification shall remain the same. The employee shall provide the Employer with one (1) month notice in writing, if the Employee requests to return early from their personal leave of absence.

17.11 Spousal Leave

A permanent Employee may be granted unpaid spousal birth leave for a period of up to five (5) working days within the two (2) week period before or after the delivery of such Employee's child. Employees wishing a longer leave may apply for extended leave without pay in accordance with Article 18.07. Application for such shall be made in writing through the Manager and such leaves shall not be unreasonably withheld.

17.12 Candidate Leave

Upon reasonable notice and written request, the Employer shall grant Fulltime Employees leave of absence without pay but without loss of benefits for up to six (6) weeks to be a candidate in federal, provincial or municipal elections. If required by any federal, provincial or municipal legislation to do so, the Employee shall resign from the employ of the Employer prior to assuming office.

17.13 Family Illness

The Employer shall allow ALL permanent Employees, upon the Employee's request, to use a maximum of five (5) days sick leave annually for family illness.

ARTICLE 18 – STAFF DEVELOPMENT

- 18.01 Subject to financial ability, the Employer will endeavour to send employees to the conferences, courses and workshops directly related to their employment with AlphaPlus. An employee invited to participate in a conference or convention shall receive first consideration and receive such financial support as is possible. No request shall be unreasonably denied.
- 18.02 A full-time or part-time or part-time temporary employee wishing to attend a Conference will submit a written request to the Manager. The employee shall be notified in writing of the decision.
- 18.03 At the discretion of Management a limited number of applications for Employer subsidization in the tuition for specifically job-related courses may be granted to individuals on request made within the normal procedure of AlphaPlus. In such cases the Employer will pay up to one hundred percent (100%) of the tuition for approved courses on successful completion by the Employee.

ARTICLE 19 – ADVERTISING VACANCIES

- 19.01 Whenever Full-time, Part-time or Temporary appointments or promotions are to be made within Local 1582, the Employer shall arrange for such to be made known to all members of the Bargaining Unit. The information shall be posted for five (5) working days and shall indicate the nature of the job, salary level, relevant qualifications and cut-off date for applying.
- 19.02
- a) A Part-time, Full-time or Temporary Employee shall be considered as a candidate for any vacancy which might occur and is posted within the Bargaining Unit. The Part-time, Full-time-or Temporary Employee will make an application to the Manager advising of their interests, qualifications and skills. With reference to the application made to the responsible Manager, all qualified applicants who are available for an interview will be interviewed.
 - b) Applicants shall be considered on the basis of qualifications, ability and seniority. When qualifications and ability are relatively equal among qualified candidates, seniority shall apply.

- c) No external applicants shall be considered until all internal qualified applicants who are available for an interview have been interviewed. An external applicant will not be selected as the successful candidate, except in cases where there is no qualified Bargaining Unit applicant. Should the Employer be unsuccessful in filling a posting from within the Bargaining Unit, the Employer shall give priority consideration to external candidates who were members of Local 1582 before September 1, 1998 before considering other external candidates.
- d) For the sake of clarity, permanent Employees who successfully apply for a temporary position shall be subject to the provisions of this agreement governing permanent Employees for the period they occupy the temporary position and its renewal as applicable. However, in selecting a candidate for a temporary position, the Employer is only obliged to fill the first vacancy created with the appointment with regards to the posting process. Subsequent vacancies created as a result of the posting may be filled at the Employer's discretion.

19.03 Every reasonable effort will be made to post and fill vacant positions as soon as possible. Qualifications shall not be established in an arbitrary manner.

19.04 Unsuccessful applicants will be advised of the name of the successful applicant.

19.05 If a permanent Employee is promoted on a trial basis to another position set forth in Schedule "A" hereto attached and their service in such new position is satisfactory to the Employer during the first two hundred and forty (240) working hours that they hold the new position, such Employee shall be appointed by the Employer to that new position on a regular full-time basis.

19.06 If during such trial period their performance is unsatisfactory or the Employee requests to return to their former position, such return will be effected without loss of seniority and with a rate of pay appropriate to their former position.

19.07 Vacant positions

When the employer does not intend to fill a vacant position, it will advise the Union in writing within thirty (30) days of the date it made the decision and will clearly indicate the status of the position and whether it is gapped, eliminated, deleted or vacant.

ARTICLE 20 – GRIEVANCE PROCEDURE AND ARBITRATION

20.01 Nothing in this Agreement prevents a Full-time, Temporary or Part-time Employee from discussing a problem with the Manager, and such discussion shall not be a part of the grievance procedure.

20.02 Where a difference arises between the parties hereto relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, such difference or allegation being hereinafter referred to as “the grievance”, the following procedure shall apply, namely:

Step 1

In order to be considered as a grievance, Local 1582 through a Steward, must, within ten (10) working days after becoming aware of, or the date they could reasonably be expected to have become aware of, the circumstances giving rise to the grievance, file the said grievance citing the article or articles alleged to have been violated and indicating the redress sought in writing with the Manager, who shall confer within ten (10) working days with such full-time, temporary or part-time employee and who shall render their decision in writing within two (2) working days of the time of the conference. The Grievor may be accompanied at the conference by the Steward if the Grievor so desires 21.02

Step 2

In the event that the said Manager does not provide redress satisfactory to Local 1582, in order for the grievance to be considered further, it must, within five (5) working days after receipt of the aforesaid written decision, forward a copy of the grievance together with a copy of the written decision to the Executive Director. Upon receipt of such copies, the said Executive Director shall confer within ten (10) working days, with up to two (2) representatives of Local 1582, which may include the Grievor. Within five (5) working days after the said conference, the Executive Director shall advise Local 1582 in writing, of their decision with respect to the grievance.

Step 3

In the event that the said Executive Director does not provide redress satisfactory to Local 1582, in order for the grievance to be considered further, it must, within fourteen (14) working days after receipt of the decision require the

grievance to be submitted to arbitration by notifying the Executive Director in writing of its desire to do so and the notice shall contain the name of the appointee of Local 1582 to an Arbitration Board.

The Executive Director shall, within fourteen (14) working days after the receipt of such notice, advise Local 1582 of the name of its appointee to the Arbitration Board. The two (2) appointees so selected must, within fifteen (15) working days of the appointment of the second of them appoint a third person who shall be Chair. If the two (2) appointees fail to agree upon a Chair within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either of the parties hereto. The Arbitration Board shall hear and determine the grievance and shall issue a decision and the decision of a majority shall be the decision of the Arbitration Board, but if there be no majority, the decision of the Chair shall be the decision of the Arbitration Board. Each of the parties hereto shall bear the expenses of the nominee appointed to represent it and the parties shall jointly, in equal shares, bear the fees and expenses, if any, of the Chair of the Arbitration Board and the cost of the room or rooms in which the arbitration is held.

20.03 The decision of the Arbitration Board shall be final and binding upon the Employer, Local 1582 and upon any Full-time, Temporary or Part-time Employee.

20.04 Local 1582 and the Employer in all Steps shall be confined to the grievance and redress sought, unless otherwise mutually agreed, as set forth in the written grievance filed as provided in Step 1. No grievance shall be denied by Management on the basis of any formal or technical objection provided that the article or articles under which the grievance is being laid is clearly evident.

Arbitration proceedings shall be based on the alleged breach or breaches as established during the grievance procedure.

20.05 No matter shall be submitted to or accepted by an Arbitration Board which has not been properly processed through all the previous steps of the grievance procedure, as set out in the Collective Agreement. However, the mandatory time limits may be extended by joint consent in writing. Saturdays, Sundays and Statutory Holidays shall not be work days for purposes of this article.

20.06 The Arbitration Board shall not have the power to change the Agreement or to alter, modify or amend any of its provisions.

20.07 Any representative of management or Manager referred to in this article may designate another person to act in their stead.

20.08 Where a difference arises between Local 1582 and the Employer relating to the interpretation, application or administration of this, Local 1582 may file a grievance at Step 2 and the provisions of this article shall remain the same.

20.09 In the event of any Full-time, Temporary or Part-time Employee of the Employer coming within Local 1582 being suspended or dismissed for cause, the grievance procedure as set forth in Article 21 hereto shall apply except that the grievance shall be initiated at Step 2 within five (5) working days after the said Employee has been suspended or dismissed.

20.10 Management will have the same rights of grievance as the Union including the right to file a grievance beginning at Step 2.

20.11 Management Grievance Procedure

In any such grievance by the Employer, the Executive Director or person designated, shall, within five (5) working days after becoming aware of, or after the date they could reasonably be expected to have become aware of, the circumstances giving rise to the grievance, file the said grievance and the redress sought in writing with the Executive of the Local, who shall meet within ten (10) working days with the Executive Director or person designated and shall render its decision in writing with respect to the grievance within seven (7) working days of the time of the meeting.

ARTICLE 21 – LAY-OFF AND RECALL

21.01

- a) In the event of a lay-off, a Full-time Employee of the Employer coming within Local 1582 shall be laid off in reverse order of their seniority unless the Employer has work which by reason of skills or qualifications, they are able and other Fulltime Employees of the Employer being within Local 1582, are unable to perform. When work becomes available, such Employee, if not laid off for a period in excess of two (2) years, shall be referred for re-employment in the order of seniority, provided that they possess the necessary skills and qualifications for such work and provided they have provided their current address to the Executive Assistant.

No new Full-time Employee will be hired until persons on lay-off have had an opportunity of recall.

- b) In the event of a lay-off, the Employer will provide any affected Full-time Employee with thirty (30) calendar days' notice thereof. Prior to laying off any permanent Employee(s) the Employer shall, where possible, provide thirty (30) calendar days' notice to the Union of the impending layoff(s) and shall, if so requested, meet with the Union within ten (10) calendar days to discuss such layoff(s).
- c) In the event of a layoff, a Part-time Employee of the Employer coming within the Local shall be given thirty (30) calendar days' notice and be laid off in reverse order of their service unless the Employer in its opinion has work which by reason of skills or qualifications the Part-time Employee is able, and other Part-time Employees of the Employer being within the Union are unable to perform.

When work becomes available such Part-time Employees on lay-off shall be referred for re-employment in order of service, provided they have the necessary skills and qualifications for such work. No new Part-time Employee will be hired until persons on lay-off have had an opportunity of recall.

The Employer agrees to pay the full coverage for the various benefits plans to the conclusion of the month following the month of an Employee lay-off consistent with the rules and regulations of the various plans.

- d) Permanent Employees on lay-off shall have the right to first refusal of temporary appointments or renewals of temporary appointments in accordance with the provisions of Article 22. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. An Employee who accepts a temporary appointment has not forfeited their recall rights.

21.02 Temporary Employees

- a) In the event of a lay-off, persons on temporary appointments may be displaced by permanent Full-time or Part-time Employees with greater seniority, providing the permanent Employees possess the skills and qualifications necessary to perform the work of the temporary appointment.

- b) Persons on temporary appointments are excluded from the other provisions of this article.

ARTICLE 22 – ORGANIZATIONAL OR TECHNOLOGICAL CHANGE AND CONTRACTING OUT

22.01 Organizational or Technological Change

- a) The Employer will endeavour to place in other positions of comparable responsibilities any permanent Full-time or permanent Part-time Employees of the Employer who may be displaced either by significant technological or significant organizational change.
- b) The Employer shall provide the Union with two (2) months' written notice of any intended significant technological change or any intended significant organizational change. The Union may make representations in writing to the Employer within thirty (30) working days of the giving of such notice by Management. Management will reply within thirty (30) working days. The Employer will make available to the Union relevant information, proposed timetables, amended timetables as available, and documentation to enable the Union to understand the reasons for such change, the nature and scope of such change and the effects of such change on Employees in the Bargaining Unit.
- c) Any permanent Full-time or permanent Part-time Employee who cannot be placed in a position of comparable responsibility as provided for in paragraph (a) shall be offered a position of less responsibility that the Employee has the necessary skills and qualifications to be able to perform. Such an Employee's wage rate shall not be reduced for a period of twelve (12) months following their displacement. At the end of a twelve (12) month period such Employee's wage shall be red-circled.
- d) Should significant technological or significant organizational change require additional training for any permanent Full-time or permanent Part-time Employee in a position affected by such changes the Employer shall provide a reasonable training period of up to thirty (30) days with no loss of pay or benefits to the permanent Full-time Employee. The cost of any such training shall not exceed, in the aggregate, in any one calendar year more than \$10,000.

- e) The Employer will endeavour to place in other positions of comparable responsibility, any Part-time Employee of the Employer who may be displaced by technological improvements in the operation of the Employer.
- f) Electronic monitoring shall not be used as the major method in evaluating the work performance of any Employee.

22.02 Contracting Out

- a) The Employer will provide the Union with one (1) month notice in writing of its intention to contract out any work usually performed by members of the Bargaining Unit. The Union may request a meeting with the Employer within that thirty (30) day period to discuss the possibility of a Bargaining Unit member performing the work of the contract position.
- b) No full-time or part-time employees within the Bargaining Unit shall be laid off or have their employment terminated due to contracting out.

ARTICLE 23 – HEALTH & SAFETY

23.01 Joint Union/Employer responsibility

The Parties recognize telecommuting as a normal part of service delivery that permits an employee to perform their duties and responsibilities from their principal residence by electronic or other means, rather than the traditional offices of the Employer.

The Union and the Employer shall cooperate in promoting and improving practices in the workplace to provide a safe and healthful environment in which to work. The Union and the Employer agree to work together to implement appropriate remedies and initiate preventive measures in order to reduce or eliminate health hazards and personal injuries in the workplace and to provide safe and healthful working conditions for all employees.

- 23.02 The Employer and the Union will comply with occupational health and safety laws. Should there be amendments to occupational health and safety laws, the parties will meet to discuss such amendments.

23.03 Joint Committee

The parties agree to form a Joint Committee for the purpose of addressing and resolving health and safety matters for employees, including but not limited to:

- Joint Health and Safety Committees' Terms of Reference;
- Hazard identification and prevention programs;
- Health and safety training;
- Work site inspections; and
- Detection of health and safety hazards.

23.04 The following issues will be dealt with on a priority basis by the Health and Safety Committee.

- 1) review and modify as required its terms of reference
- 2) recommend prevention of workplace injuries program
- 3) develop accommodation guidelines

ARTICLE 24 – INTERPRETATION

24.01 All language in the Collective Agreement shall be gender neutral (they/their).

ARTICLE 25 – COPIES OF AGREEMENT

25.01 The Union and the Employer desire every Full-time, Temporary and Part-time Employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall print sufficient copies of the Agreement in a Union Shop within ninety (90) days of signing, cost to be borne equally by the Employer and the Union.

ARTICLE 26 – BULLETIN BOARDS

26.01 The Employer shall provide bulletin boards in designated areas so that all Full-time, Temporary and Part-time Employees will have access to them, and the Union shall be allowed to post notices.

ARTICLE 27 – UNION / MANAGEMENT COMMITTEE

27.01 Whereas the parties agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Union-Management Committee meeting during the term of this Agreement, the following shall apply:

- a) A Union-Management Committee shall be established composed of no more than two Bargaining Unit Employees. Bargaining Unit Employees may have additional Union representation at such meetings. The Employer shall have such representatives as it deems necessary, one of whom shall be the Executive Director or their designate.
- b) The parties shall meet at least four (4) times a year at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are currently the subject of a grievance or negotiations for the amendment of this Agreement.
- c) Management will provide secretarial assistance for the preparation of minutes and the chair of the Committee shall alternate between Management and Union. The minutes shall be subject to the Committee's approval; upon approval the minutes shall be posted for the information of staff.

27.02

- a) The parties may discuss matters pertinent to the operations and organization of AlphaPlus, including matters referenced in Letter of Understanding #1.
- b) The Employer recognizes that Union members of this committee will have responsibilities they must exercise in addition to their regular duties. The Employer accordingly agrees to provide the Union members of this committee with paid leave to attend to, and prepare for, meetings of this committee. Such leave will not exceed an aggregate of two (2) hours of preparatory leave per meeting.
- c) The parties agree that from time to time joint committees will be formed to work on issues that fall outside the mandate of the Union-Management

Committee, (example – Pay Equity Steering Committee.) The parties further agree that meetings of all such joint committees will be recorded in the minutes and subsequently reviewed/validated by the Union Management Committee, once approved entered into the official record.

27.03

- a) The parties understand and agree that the Union may apply at any time to appear before the Board to make representation on matters pertinent to the operations and organization of AlphaPlus, following its having made representation on such matters to the Executive Director or their designate. The Board shall have sole discretion to determine whether it wishes to entertain such representations. The decision of the Board whether or not to hear the Union shall not be the subject matter of a grievance.
- b) Where the Union intends to appear before the Board the Union will inform the Employer in writing prior to any such scheduled meeting, and indicate its intention to appear, and to provide particulars of the matters in issue and of those union representatives who will appear.

ARTICLE 28 – CONTACT REPORT AND DISCIPLINE

- 28.01 Prior to any written warning or notation being issued concerning discipline or suspension, discussion will be held with Full-time/Part-time Employees. Copies of all written warnings or notations concerning discipline or suspensions which the Employer intends to place on an Employee's record shall be given to the Employee and within five (5) working days to the Chief Steward of the Union. Employees may record their comments which will be included in the discipline or suspension report. Such record may be challenged by the Employee through the grievance or arbitration procedure.
- 28.02 A representative of the Union shall be present at any interview for discipline or dismissal, providing that the Full-time/Part-time, Employee may decline Union representation. The Employer shall inform the Employee of their right to Union representation prior to the interview. The interview shall be conducted in private.
- 28.03 Where a Full-time, Temporary or Part-time Employee has not received an adverse contact or disciplinary report for a period of two (2) years, any contact or disciplinary report previously recorded in the Employee's file shall be null and

void. On request of the Full-time, Temporary or Part-time Employee, any such adverse contact or disciplinary report will be removed from such Employee's personnel file at the end of two (2) years after the date of such report.

- 28.04 Management will investigate situations which could require Full-time, Part-time, and Temporary Employees to cross picket lines and where Management is of the opinion that the crossing of the picket line will cause property damage to the Employer or personal injury to the Full-time, Part-time and Temporary Employees or others, then Management will not require the Employee to cross such picket lines and alternative work will be assigned.

ARTICLE 29 – RETROACTIVE PAY FOR FORMER EMPLOYEES

- 29.01 The Employer will send cheques for appropriate amounts of retroactive pay to the last known addresses of all those former full-time, temporary or part-time employees of the Employer who have already submitted written requests for such payment.
- 29.02 The Employer will send notices to the last known addresses of those former full-time, temporary or part-time employees who left the employ of the Employer after April 1, 2019 without leaving written requests for retroactive pay, informing them of their eligibility for such pay, provided that their written requests for such pay are received by the Employer not later than sixty (60) days after the mailing date.

ARTICLE 30 – GENERAL PROVISIONS

30.01 Permanent Transfers Outside of the Bargaining Unit

No Full-time, Part-time or Temporary Employee shall be permanently transferred outside the Bargaining Unit without their consent.

30.02 Temporary Transfers Within the Bargaining Unit

The Employer agrees that if and when it becomes necessary to transfer a fulltime or full-time temporary employee, no such employee shall be permanently transferred without their consent except as provided in Article 22, Article 23, and as required by changes in workload requirements. Such transfers will be done on the basis of reverse Bargaining Unit seniority.

30.03 Job Descriptions and Postings – Copies to Union

The Employer agrees to provide the Union with copies of job descriptions and job postings of positions within the Bargaining Unit.

30.04 Employee Access to Personnel Files

All Full-time, Temporary or Part-time Employees, on request, may view and obtain copies of their own personnel file in the Personnel Department. Such copies shall be available no more often than once annually, absent emergency.

30.05 Service Credit Transfer

Upon request, the Employer agrees to provide a Full-time, Part-time or Temporary Employee transferring to another Employer, a letter setting out accrued service credits.

30.06 Responsibility for Cash

No Full-time, Temporary or Part-time Employee will be held responsible for cash for which Management has not made adequate provision for security.

30.07 French Version

The Employer agrees to arrange to have a French version of the collective agreement printed at the joint approval of the Union and the Employer. The Union shall be responsible for reimbursing the Employer for fifty percent (50%) of the cost of printing within sixty (60) days of such printing.

ARTICLE 31 – EMPLOYMENT SECURITY

31.01

- a) In the event of a deletion or elimination of a position or job classification, where possible, the Employer will provide the Union with thirty (30) calendar days written notice prior to the said action, where there is a permanent service incumbent.
- b) The said notice shall invite the Union to meet and discuss with the Employer within ten (10) calendar days, the proposed action. The Union shall also be provided with information pertinent to the said action.

- c) The Employer will endeavour to place an Employee affected by the said action in a position of similar responsibility and remuneration and will provide training for a reasonable period of not more than 30 days in duration for the Employee to perform the duties of the new position. The associated costs of such training shall be attributed to the training fund set out under Article 23 and shall not exceed the amounts available within the fund in any given year.

ARTICLE 32 – DISCLOSURE

32.01 The Employer will notify the Union in writing to the President of Local 1582 of the following matters as soon as reasonably possible:

- 1) Changes in the composition of the Employer's Board of Directors;
- 2) All funding commitments finally committed to by the funders, including the amount and details of such funding where the Employer is contractually or legally able to do so;
- 3) All significant financial variances from budgeted revenues or expenses, once reported to the Board;
- 4) Significant organizational restructuring plans, once such plans have been finally committed to by the Employer's Board of Directors.

32.02 Upon providing notice under this article, and if requested by the Union, the Employer shall meet with the Union to discuss such matters and their impact upon the Bargaining Unit at a mutually convenient time.

32.03 It is understood and agreed that the provisions of this article shall in no way diminish the Employer's obligations under any other provision of this agreement.

ARTICLE 33 – CHANGES OR ALTERATIONS IN AGREEMENT

33.01 In the event of the Employer or the Union desiring or proposing any change or alteration to this Agreement for the ensuing years of this Agreement in respect of any of the matters herein provided for, the Employer or the Union, as the case may be, shall give to the Union or Employer, as the case may be, written notice

of the desired or proposed changes or alterations within the ninety (90) days prior to the 31st day of March 2022, and both parties shall thereupon negotiate in good faith in respect to the matters which it so proposed to change or alter.

ARTICLE 34 – TERM OF AGREEMENT

- 34.01 This Agreement shall remain in force from the 1st day of April, 2023 until and including the 31st day of March 2025 and from year to year thereafter subject to such changes and alterations therein and thereto as from time to time maybe made pursuant to and in accordance with the provision of Article 34.01.
- 34.02 The previous Collective Agreement is hereby cancelled and superseded by this Agreement.

Dated this 17 day of October, 2023.

**ALPHAPLUS CENTRE /
CENTRE ALPHAPLUS**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1582**



Alan Cherwinski

Tracey Mollins

Guyline Vinet
Guyline Vinet (Nov 3, 2023 11:19 EDT)

Guyline Vinet

Y. Mirza
Y. Mirza (Nov 1, 2023 16:05 EDT)

Yasmeen Mirza

LETTERS OF UNDERSTANDING

01 Half Day before Christmas and New Years

The Employer expects to continue its current practice relative to the half day before Christmas and half-day before New Years for the term of the current Collective Agreement.

02 Government Grant and Project Employees

- a) Despite any term of the Agreement, it is agreed that the Employer may hire persons on a temporary basis under any Government grant and/or project program (“Government Grant and/or project Employees”) to perform duties usually performed by Employees in the Bargaining Unit, provided that such persons have union dues deducted and paid to Local 1582, and provided that no Bargaining Unit Employee is laid off as a direct result of such a hiring. For the sake of clarity Government Grant and/or project Employees are hired for a specific project which is financed with funds for a time limited project and are other than the operating funds provided for the Employer through the transfer payment agreement from the provincial government. For fiscal year 2019/2020 operating funding is equivalent to \$0.609 million dollars. Government Grant and/or project Employees shall not be subject to the following articles: 8.03 (Wages and Salaries), 12 (Group RRSP), 14 and 15 (Sick Leave), 16 (Benefits), 17 (Seniority), 18 (Leave of Absence), 19 (Staff Development), 20 (Advertising Vacancies), 22 (Layoff / Recall), 23 (Organizational or Technological Change and Contracting Out), 31 (Retroactive Pay), 34 (Employment Security).

- b) A Government Grant and/or project Employee shall have the right to apply for a job posting pursuant to Article 20 subject to the following restrictions:
 - i) They shall not apply to such positions during the currency of their government grant or project employment.
 - ii) They shall be subject to the applicable probationary period pursuant to Article 3.02.
 - iii) Entitlement to apply for posted vacancies pursuant to Article 20 shall commence at the end of the government grant employment and expire on the earlier of:

- a. The period equivalent to duration of the Employee's government grant or project immediately preceding government grant employment or project, or
 - b. Two (2) years from the termination of the government grant or project employment.
- c) If the Government Grant or project Employee is the successful candidate on a job posting and successfully completes their probationary period, they shall be credited with service for the period served as a Government Grant or project Employee.
- d) The Employer shall provide the Union with the following information (on an ongoing basis) with respect to Permanent or Temporary employees who from time to time work on a government grant and/or project program or to the temporary employees to whom this letter of understanding applies:
 - a. Terms of hire
 - b. Employee names
 - c. Purpose of grant
 - d. Duration of grant project
 - e. A summary description of the approved project or grant, including financial information as available.

03 Job Security

The Employer agrees that for the term of this Agreement, persons whose jobs, whether paid or unpaid, are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit except for managerial staff performing Bargaining Unit work, government grant students, students working during the school vacation period, and volunteers working on fund-raising initiatives. Should emergency situations occur, the parties agree that AlphaPlus excluded staff may perform Bargaining Unit work to resolve the situation.

SCHEDULE “A” APRIL 1, 2023 – MARCH 31, 2024

1% increase

JOB TITLE / TEAM	HOURLY RATE	PROBATIONARY RATE
Organizational Development Consultant – Education and Technology	42.66	40.96
Organizational Development Specialist (Bilingual) – Education and Technology	42.66	40.96
Policy and Research Specialist – Education and Technology	42.66	40.96
Professional Learning Specialist – Education and Technology	42.66	40.96

SCHEDULE “A” APRIL 1, 2024 – MARCH 31, 2025

5% increase

JOB TITLE / TEAM	HOURLY RATE	PROBATIONARY RATE
Organizational Development Consultant – Education and Technology	44.79	43.01
Organizational Development Specialist (Bilingual) – Education and Technology	44.79	43.01
Policy and Research Specialist – Education and Technology	44.79	43.01
Professional Learning Specialist – Education and Technology	44.79	43.01

SCHEDULE "B" – LEAVE PROVISIONS AT ALPHAPLUS

Collective Agreement Article	Accumulating or Non-accumulating	Comments
7.03 – Union Leave	N/A	Grievances; compare 7.03(c) {15 additional minutes} and Art. 21 + below
7.04 – Union Leave	N/A	Negotiations: One (1) paid day/year for preparation
7.05 – Union Leave	N/A	Union conventions or business leave; without pay; request required
7.07 – Union Leave	N/A	New employee – Union orientation: 1 hour paid
7.09 – Union Leave	Non-accumulating	An aggregate of four (4) hours per two (2) week pay period OR eight (8) hours over two (2) two-week pay periods
9.02 – Hours of Work Flextime	Accumulate up to a limit	Flextime credits: 14-hour limit; compare Appendix A 6a
9.02 – Hours of Work Flextime	Until March 31	Flextime debits: 14-hour limit; compare Appendix A 6b
10.02 – Overtime	Until Dec. 31	Overtime credits to be paid out in cash at the end of calendar year if unused.
11.01 – Designated Holidays	Until Dec. 31	Two (2) Floating holidays for FT/FT Temp; post-probation period One (1) Floating holiday for PT/ PT Temp; post-probation period
13.01 – Vacations	Accumulate with limited carry over	Relative to years of service; FT/PT no more than five (5) days of vac credits as of March 31; compare 13.13
14.01 – (a) Sick Leave earned	Accumulate up to annual limits	FT/FT Temp: 10.5 hours for each month PT/ PT Temp: one (1) hour for every twenty (20) hours paid . Limits on April 1: At least 35 hours per week = 75; At least 28 hours and less than 35 hours = 60; At least 21 hours and less than 28 hours = 45; Less than 21 hours = No limit
14.01 – (c) Sick Leave payout	N/A	No cash value at the termination of employment. Can top-up Short-term Disability (to a maximum of 85%), Long-Term Disability (to a maximum of 85%), or EI Disability (to a maximum of 95%), or any denial of coverage by the same. Definition compare 14.06-.09
16.06 Long and Short Term Disability	N/A	<u>STD - Have to apply on day one of an absence due to an accident and/or hospitalization, or after 7 calendar days of in the case of illness.</u> <u>Can top-up STD to a maximum of 85% of pre-disability salary with credits from the Employees Sick Pay Credit earned 14.04</u> <u>Lasts for a maximum of seventeen (17) weeks.</u> LTD <u>Have to apply prior to using Sick Pay Credits.</u> <u>Can top-up LTD to a maximum of 85% of pre-disability salary with credits from the Sick Pay Credit earned 14.04</u> Payable for one-hundred and nineteen (119) days continuous absence from work on account of illness or injury.
18 – Leaves of Absence (L/A)		Compare 18.01-18.13 + below
18.01 – CUPE/Public office L/A	N/A	Up to three (3) years, renewable (unpaid)
18.02 – Bereavement L/A	N/A	FT/FT Temp.: 3 days paid; (+ 2 days); PT/PT Temp.: hours paid for 3 next regularly scheduled days
18.03 – Paid Personal L/A	Until March 31	FT: three (3) paid days per fiscal year (Apr 1 to March 31). If FT employed for less than one (1) year pro rata basis only. PT: If working twenty one (21) hours or more = one (1) paid working day.

18.04 – Jury/Witness Duty	N/A	Paid in exchange of compensation received from Court etc.
18.05 – Citizenship L/A	N/A	Paid - one (1) day once only
18.06 – Pregnancy Leave	N/A	Week one (1) no payments; followed by seventeen weeks (17) paid by EI with employer supplement up to 75% {SUB}}; may be extended by parental leave
18.07 – *Adoption/Parental Leave	N/A	Week one (1) no payments; followed by 351 weeks paid by EI (55%) with EI SUB to 75%] or 35 weeks if follows on pregnancy leave
18.09 – Court Appearances	N/A	Unpaid
18.10 – Other Unpaid L/A	N/A	Unpaid
18.11 – Spousal Birth L/A	N/A	Unpaid; five (5) working days within the two (2) weeks before or after birth. Permanent employees only.
18.12 – Candidate L/A	N/A	FT; Unpaid; without loss of benefits: up to 6 weeks for federal, provincial or municipal elections
18.13 – Family Illness	N/A	Permanent FT: five (5) days, paid from sick-pay bank; Permanent PT: twenty one (21) hours, paid from sick-pay bank
21 – Grievance Procedure	N/A	Paid time for Union and grievor at grievance meetings
29.02 – Union-Mgmt	N/A	Union leave: 2 hours preparatory time per meeting

APPENDIX A: ALPHAPLUS FLEXTIME GUIDELINES

ALPHAPLUS FLEXTIME GUIDELINES PREAMBLE

The union and the Employer recognize the mutual value of flexible working hours, hereinafter known as flextime. The following guidelines set out the application of this principle within the context of the labour agreement.

Guidelines

FLEXTIME

1.0 Personnel Included

All bargaining unit employees are included.

2.0 Working Hours and Flex Hours

2.1 Except for approved absences, employees shall, in a two-week 70-hour accounting period, work no fewer than 56 hours and no more than 84 hours.

2.2 Flex hours are hours worked by an employee and which do not conflict with their essential working hours.

3.0 Essential Operational Requirements

3.1 The essential operational requirements are as follows:

a) All employees have to be available between 10:00 a.m. to 12:00 p.m. and 1:00 p.m. to 3:00 p.m during their scheduled work days.

3.2 The essential operational requirements may be temporarily suspended under exceptional circumstances, if the Employer gives advance notice of at least ten (10) working days of such temporary suspension to the Union and provides the Union the opportunity to respond within five (5) working days.

4.0 Accounting Period

A two-week accounting period will be used in which employees are expected to work a total of seventy (70) hours, subject to these guidelines.

5.0 Essential Time and Flexday

- a) Essential time represents the hours individual employees are scheduled to work, in accordance with the Employer's essential operational requirements. Under normal circumstances, essential time may be a minimum of four (4) hours and a maximum of seven (7) hours a day, with a maximum of fifty-six (56) hours essential time scheduled in the accounting period.
- b) A flexday is a day which would be considered a normal workday in which the employee's hours of work are reduced or eliminated at their request.

6.0 Credits and Debits

- a) Employees may accumulate a credit (surplus in hours worked) at the end of the accounting period. Up to fourteen (14) credit hours may be carried forward indefinitely which means that they can also be carried from one year to the next. Credit hours shall not exceed fourteen (14) hours, subject to section 8 below. When an employee wishes to use their credit hours when they infringe on essential time, prior approval of the Manager is required.
- b) Up to fourteen (14) debit hours may be carried forward but must be cleared annually by April 1st of each year or the debit hours will be deducted from the employee's pay cheque, at the current rate of regular pay.
- c) If at any time a debit in excess of 14 hours occurs, the hours in excess of fourteen (14) hours will be deducted from the employee's pay cheque, at the current regular rate of pay.
- d) Debit hours are not interchangeable with leaves or approved absences.

7.0 Overtime

Notwithstanding any provisions of the Collective Agreement, where an employee incurs a flextime debit as defined below, they may elect to work on regular working day hours in excess of seven (7) hours in a day or seventy (70) hours in an accounting period in order to reduce or eliminate the debit. These excess hours will not constitute overtime. All other hours worked in excess of eighty-four (84) hours in a two-week accounting period will be deemed to be

overtime. In any event an employee may not work more than forty-eight (48) hours in any one week, absent an emergency or agreement from the Union.

8.0 Outreach

When an employee is scheduled to go to an Outreach event approved by the Employer, the employee and their Manager shall meet and arrange the employee's scheduled work hours during the week when the Outreach event is to take place and will establish a schedule that will accommodate the work hours that the employee will have as a result of the Outreach event.

If an employee's credit hours exceed fourteen (14) as a result of this Outreach event schedule, the limit of credit hours set out in section 6 above will not be enforced. In any such case the credit hours in excess of fourteen (14) will be carried forward, and the employee and their Manager will develop a schedule to reduce the excess hours as soon as reasonably possible.

Essential time requirements for an Outreach event shall reflect realistically the event and shall not be established in an unreasonable manner. It is understood that the scheduled work hours may require subsequent adjustment where the event unfolds other than as anticipated.

It is further understood that reasonable travel time to and from an Outreach event shall constitute a portion of the event.

9.0 Vacation, Personal Leave and Other Approved Absences

Employees absent for the above reasons will be credited 7 hours for a full day or 3.5 hours a half day for that accounting period. If, on account of these reasons, the employee's earned time for an accounting period exceeds 70 hours, overtime will not be paid for the hours in excess of 70 hours arising from these reasons.

10.0 Sickness

If an employee is absent due to illness, that day will be calculated as a 7-hour day. An employee may not use their flextime credits in place of sick leave credits. If, on account of this illness, an employee's time earned during the accounting period exceeds 70 hours, overtime will not be paid for the hours in excess of 70 hours.

11.0 Meal Period

Employees may not work for longer than five (5) continuous hours of work without a minimum thirty (30) minute meal break.

12.0 Breaks

A fifteen (15) minute break in the time preceding the meal period and another fifteen (15) minute break following a meal period are to be taken. Breaks may not be combined or used to extend the meal period or to alter the starting and finishing time.

13.0 Termination

Prior to terminating employment, employees should balance any debit or credit hours. Outstanding credits will be paid at the current regular rate of pay. Outstanding debits will be deducted from the employee's last pay cheque at the current rate of pay.