

COLLECTIVE AGREEMENT

BETWEEN

**CANADIAN FEDERATION OF STUDENTS &
CANADIAN FEDERATION OF STUDENTS-SERVICES**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1281 (CFS)**

CUPE / *Canadian Union
of Public Employees*

JUNE 1, 2023 - MAY 31, 2026

Table of Contents

ARTICLE 1: DEFINITIONS	3
ARTICLE 2: PURPOSE	5
ARTICLE 3: RECOGNITION.....	5
ARTICLE 4: RIGHTS OF THE EMPLOYER.....	6
ARTICLE 5: RIGHTS OF THE EMPLOYEE.....	6
ARTICLE 7: PROBATION.....	9
ARTICLE 8: NO DISCRIMINATION OR HARASSMENT	10
ARTICLE 9: UNION SECURITY	12
ARTICLE 10: JOB DESCRIPTIONS	14
ARTICLE 11: SENIORITY.....	15
ARTICLE 12: PAYMENT OF WAGES.....	16
ARTICLE 13: SOCIAL BENEFITS.....	19
ARTICLE 14: MULTI-SECTOR PENSION PLAN	20
ARTICLE 15: HEALTH & SAFETY	22
ARTICLE 16: HOLIDAYS.....	23
ARTICLE 17: VACATION.....	24
ARTICLE 18: SICK LEAVE PROVISIONS	25
ARTICLE 19: LEAVE OF ABSENCE.....	26
ARTICLE 20: LABOUR MANAGEMENT COMMITTEE.....	29
ARTICLE 21: GRIEVANCES.....	30
ARTICLE 22: ARBITRATION.....	33
ARTICLE 23: DISCIPLINE AND DISCHARGE.....	34
ARTICLE 24: PROFESSIONAL DEVELOPMENT.....	36
ARTICLE 25: STAFF CHANGES	36
ARTICLE 26: TECHNOLOGICAL CHANGES	38
ARTICLE 27: LAYOFFS AND RECALL	39
ARTICLE 28: SEVERANCE PAY	40
ARTICLE 29: NEGOTIATIONS, BARGAINING AND CUPE ASSISTANCE	41
ARTICLE 30: TERMS OF AGREEMENT	41
ARTICLE 31: RETROACTIVITY	42
APPENDIX 1: PAYMENT OF WAGES AND PER DIEM RATES	44
APPENDIX 2: EXTENDED HEALTH AND DENTAL BENEFITS	45
APPENDIX 3: CONFIDENTIALITY AGREEMENT	48

APPENDIX 4: HYBRID WORKING ARRANGEMENTS 50
MEMORANDUM OF UNDERSTANDING 53

TERRITORIAL LAND ACKNOWLEDGEMENT

The Parties recognize and acknowledge that Canadian Federation of Students is located on traditional unceded territories. Without the sacrifices and injustices many Indigenous people have faced and still face today, we would not be standing here. CFS National and its Employer commit to standing in solidarity with and supporting the First Nations Peoples of Canada by working to decolonize our organization and practices to combat oppression.

ARTICLE 1: DEFINITIONS

1.01 Bargaining Unit

All Employees covered under this Agreement, including those on layoff and Contract Employees, but excluding Temporary Employees and Casual Employees, shall comprise the Bargaining Unit.

1.02 Common-Law Partner

For the purposes of conferring rights and benefits of this Agreement, a Common-Law Partner shall be used to designate a person of the same or opposite sex to whom an Employee is in a common-law relationship with.

1.03 Employer

Collectively the National Executive of each of the Canadian Federation of Students and Canadian Federation of Students-Services as represented by the Staff Relations Officer.

1.04 Employees

Collectively the unionized employees of the Canadian Federation of Students and Canadian Federation of Students-Services.

1.05 In Writing

A hard-copy or electronic letter on organizational letterhead to be delivered

To CUPE:

To the Shop Steward via email at their work email address or via letter delivered by hand or by mail

To CUPE 1281 Staff Representative via email at office@cupe1281.ca or via mail to the 1281 Office

To the Employer.

To the Staff Relations Officer or their designate via their work email or via a letter delivered to the Employer's office.

1.06 Seniority

Seniority is defined as the length of employment with the Employer as outlined in Article 11.01.

1.07 Shop Steward

A representative of CUPE 1281 who will be elected each year as outlined in Article 3 04.

1.08 Spouse

For the purposes of conferring rights and benefits of this Agreement, a spouse shall be used to designate a common-law partner or a person of the same or opposite sex to whom an Employee is married.

1.09 Staff Relations Officer

A representative of the National Executive who will be appointed each year. The Staff Relations Officer may appoint a designate to act on their behalf provided notice is given to the Union.

1.10 Union

Canadian Union of Public Employees (CUPE), and its Local 1281, whose representatives include the 1281 Staff Representative, the President or President's designate, National Staff Representatives from CUPE and the Shop Steward.

1.11 Union Representative

The 1281 Staff Representative, the President, the President's designate or the Shop Steward.

1.12 Working Day

A business day, which does not include weekends or statutory holiday.

1.13 Student Worker

- a) is enrolled at and attending a post-secondary institution in Canada
- b) shall not be used to displace bargaining unit personnel, or to deprive bargaining unit personnel of training or overtime opportunities. It is understood that students are not depriving bargaining unit personnel of overtime opportunities when the students are performing work of the bargaining unit during regular working hours;
- c) shall be exempt from the provisions of this agreement;

1.14 Dependent

A dependent will be defined as described by the Canada Revenue Agency as amended from time to time at: <https://www.canada.ca/en/revenue-agency/services/tax/individuals/topics/about-your-tax-return/tax-return/completing-a-tax-return/deductions-credits-expenses/line-30400-amount-eligible-dependant/you-claim-amount-eligible-dependant.html>

ARTICLE 2: PURPOSE

2.01 Purpose

The purpose of this Agreement is to

- a) to maintain and improve harmonious relations between. and promote mutual interests of the Employer and its Employees;
- b) settle and establish conditions of employment between the Employer and its Employees;
- c) to define clearly the rates of pay and conditions or work;
- d) to determine the extent and nature of democratic control of the office procedures by those working in the-office;
- e) to provide for an amicable method of resolving differences which may arise; and
- f) to promote the mutual interests of the Employer and its Employees.

2.02 Cooperation

It is recognized by this Agreement that it is the duty of the Employer and the Employees to cooperate fully, individually, and collectively for the advancement of the conditions defined above and to further the Interests of the students represented through the Canadian Federation of Students and Canadian Federation of Students-Services.

ARTICLE 3: RECOGNITION

3.01 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for Employees save and except Employees who exercise managerial functions, persons employed for 24 hours a week or less those hired as Student Employees as in Article 6.05.

3.02 Bargaining Unit

All Employees covered under this Agreement including those on layoff and Contract Employees, but excluding Temporary Employees and Casual Employees, shall comprise the Bargaining Unit

3.03 Work of the Bargaining Unit

Persons whose jobs are not In the Bargaining Unit shall not perform any task which fall under the job descriptions of those in the Bargaining Unit, except in cases mutually agreed upon by the Employer and the Union.

3.04 Shop Steward

The Union shall elect a Shop Steward each year, by and from within the members of the Bargaining Unit, as defined in Article 3.02, to represent them to the Employer in a manner that is consistent with the terms of this Agreement, and in a way that is not arbitrary, discriminatory, or in bad faith.

3.05 No Other Agreements

No Employee shall be required or permitted to make written or verbal agreements with the Employer or its representatives which may conflict with the terms of this Agreement.

ARTICLE 4: RIGHTS OF THE EMPLOYER

4.01 Acknowledgement

The Union acknowledges that it is the exclusive function of the Employer to exercise the regular and customary functions of management and to direct the workforce, subject to the terms of this Agreement, and without restricting the generality of the foregoing, to:

- a) Discipline, maintain order and efficiency among its Employees;
- b) Make, alter, and enforce from time to time reasonable rules, regulations, and policies to be observed by its Employees,
- c) Hire, direct, promote, evaluate, classify, transfer, layoff, suspend, discipline, or discharge for just cause any Employee;
- d) Determine the nature, type, and scope of operations and services to be operated, the methodology of extending these services, the kinds and locations of offices, operations and services to be utilized, the control of such operations and the extension, limitation, curtailment or cessation of the same, and to determine, and in the interests of efficient operations, the standard of service for each and to provide the necessary resources to achieve such standards.
- e) The Employer shall exercise its rights in a fair and reasonable manner.

ARTICLE 5: RIGHTS OF THE EMPLOYEE

5.01 Personal Rights

The rules regulations and requirements of employment shall be limited to matters pertaining to the work requirement of each employee's job description. Employees shall not be required to do personal work for the Employer.

5.02 Right to have Steward Present

An Employee shall have the right to have a representative of CUPE 1281 and or designate present at any discussion with the Employer which will normally be the Shop Steward. When the Employer meets with the Employee who is the Shop Steward regarding employment, the Shop Steward has the right to have a representative of CUPE 1281 and or designate present at any discussion with the Employer.

5.03 Right of Fair Representation

The Union will have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) will have reasonable access to the Employer's premises upon by providing advance notice

where possible in order to deal with any matters arising out of this Collective Agreement.

5.04 Right to Participate

Employees have the right to participate fully in meetings of the Employer including general meetings and executive committee meetings.

The Employer has the right to exclude Employees from meetings or parts of meetings that relate to the administration of the collective agreement, grievances, discipline, discharge and suspension.

5.05 Access to Personnel File

An employee shall have the right to review and photocopy their personnel file and respond in writing to any document contained therein; such reply shall become a part of the permanent record. The Employer shall not be permitted to release Information about the employee without their prior knowledge and consent.

5.06 Crossing of Picket Lines

Employees shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees, or refuse to handle goods from an Employer where a strike or lockout is in effect.

5.07 Political Action

Employees may participate in political action called for by the Canadian Labour Congress and its affiliates. Requests to participate in actions will be made to the Employer and will not be unreasonably denied. The Employer may consider workload and office operational needs when responding to requests.

5.08 General Meeting Notice

Each General Meeting notice package will be provided to the Shop Steward when it is distributed in accordance with the Employers bylaw requirements.

5.09 Copies of Resolutions

Copies of all motions adopted by the Employer will be provided to Employees following each General Meeting, typically within 10 working days of each meeting.

5.10 No Tests

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

ARTICLE 6: REGULAR, CASUAL, AND CONTRACT

6.01 Job Security

The Employer and the Union share the objective of providing regular full-time employment and job security to the extent that it is possible.

6.02 Permanent Employees

All Permanent Employees shall be members of the Union.

A Permanent Employee is regularly employed for thirty-five (35) hours per week and is not a Contract Employee as defined in Article 6.03.

6.03 Contract Employees

Notwithstanding Article 6.01, the Union recognizes the need for the Employer to hire Contract Employees under certain circumstances. The Employer agrees that such appointments are not substitutes for, or alternatives to, permanent employment.

Contract Employees shall be compensated as per A1.01 wage rate(s) stipulated in this Agreement and with the consent of the Union only:

- a) To replace Permanent Employee on leave as defined in Article 19.
- b) Where additional work of a project-based nature, not to exceed one (1) year, requires the hiring of an added full-time or part-time Employee; or
- c) Where the immediate filling of a vacancy is not feasible.
- d) Contract Employees shall be members of the Union and shall receive all the rights and benefits of this Agreement which will be effective from the first day of their contract employment, save and except for:
 - i. Layoff procedures as defined in Article 27, except when the Employee is laid off before the contract expires;
 - ii. The right to apply for jobs that are posted internally under Article 25.03;
 - iii. Unpaid Public Office Leave, as defined in Article 19.01;
 - iv. General Unpaid Leave, as defined In Article 19.07;
 - v. Pension Plan contributions, as defined in Article 14.

Except in cases where the immediate filling of a vacancy is not feasible, Contract Employees shall be done in accordance with the provisions of this Agreement, as outlined In Article 25.

If a Contract position is to be subsequently made permanent, the Union and the Employer must mutually agree to amend Appendix of Job Descriptions to include the new position. The normal process to fill the vacancies as defined under Article 25 will be followed. Contract Employees will not be treated as internal candidates.

6.04 Temporary Employees

Notwithstanding Article 5.01, the Union recognizes the need for the Employer to hire Temporary Employees, under certain circumstances. The Employer agrees that such appointments are not substitutes for, or alternatives to, permanent employment.

Temporary Employees will be comprised of Employees whose cumulative work is less than six (6) months.

Temporary Employees shall be compensated at a Temporary Employee rate stipulated in this Agreement and with the consent of the Union, on a full-time or part-time basis, only to:

- a) Perform additional work of a short term project-based nature, not exceeding six (6) months; or
- b) Perform administrative, membership or archival functions; or
- c) To support work of members of the Bargaining Unit.

Temporary Employees shall not be members of the Union.

The Employer agrees that temporary work will not be a substitute or alternative to permanent positions/work in the bargaining unit. In the event the Employer decides to extend an individual who is hired as a contract worker beyond six (6) months and/or re-hires them within 60 calendar days, the parties shall meet to discuss transitioning this individual from temporary worker to the status of a Contract Employee as noted above in Article 6.03.

6.05 Student Employees

Additional work may arise which will be of a short-term nature for which students may be appointed by a temporary contract. The contract length will be a maximum of 8 months between September and April and 4 months between May and August. The student employees will normally report to a Permanent Employee

ARTICLE 7: PROBATION

7.01 Probation for Newly Hired Permanent Employees

- a) An Employee will be on a Probation Period for the first four (4) consecutive months of employment. During the probationary period, the Employee shall be entitled to all rights and benefits of this Agreement. The Probation Period may be extended as outlined in Article 7.01 c.
- b) The probationary period shall be automatically waived for all Permanent Employees who have worked as a Contract Employee for longer than four (4) consecutive months and hired within three (3) months of the commencement of their employment as a Permanent Employee.
- c) During the third (3rd) month of the Probation Period, the Employer shall conduct an evaluation of the Employee's performance. Based on this evaluation, the Employer in consultation with the Union may choose to extend the probation period for an additional two (2) months if the problems addressed during the performance review were not adjusted to the satisfaction of the Employer. The evaluation process and any decision to extend probation is subject to the decision of the Employer and the Grievance Procedure, in Article 21.
- d) The Employee will be given orientation, training, and evaluations during this time period. After completion of the probationary period, seniority will be effective from the original date of hire. Probationary Employees may be discharged at any time during the probationary period, subject to the Employer acting reasonably, fairly, equitably, non-discriminatorily and in good faith. Upon commencement of employment, the employee will be awarded vacation time back to their initial date of hire and enrolled in the health and dental plan subject to Article 13.01.

ARTICLE 8: NO DISCRIMINATION OR HARASSMENT

8.01 No Discrimination

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge nor by reason of their membership or non-membership in the Union.

Both parties agree that it will follow the Ontario Human Rights Code. The Code prohibits actions that discriminate against people based on a protected ground in a protected social area.

Protected grounds are:

- Age
- Ancestry, colour, race
- Citizenship
- Ethnic origin
- Place of origin
- Creed
- Disability
- Family status
- Marital status (including single status)
- Gender identity, gender expression
- Receipt of public assistance (in housing only)
- Record of offences (in employment only)
- Sex (including pregnancy and breastfeeding)
- Sexual orientation.
- Acquired Immune Deficiency Syndrome (AIDS)
- AIDS-related complex (ARC)
- positive Human Immunodeficiency Virus (HIV) status
- Political or religious affiliation or activity

Protected social areas are:

- Accommodation (housing)
- Contracts
- Employment
- Goods, services and facilities
- Membership in Unions, trade or professional associations.

8.02 Workplace Free of Harassment

The Union and the Employer recognize the right of Employees to work in an environment free from harassment, and agree to take all reasonable and appropriate action to foster such an environment. Harassment in the workplace includes threats or a pattern, or single instance of aggressive, or insulting behavior by a person in the workplace, where the person knows or reasonably ought to know that his or her behavior is likely to create an intimidating or hostile workplace. Harassment includes, but is not limited to, sexual harassment, gender/ sexual preference harassment,

racial and ethnic harassment, and personal/workplace harassment whether or not it is based on the prohibited grounds outlined in the *Ontario Human Rights Code*.

- a) Disciplinary action by the Employer is not, in and of itself, harassment.
- b) Harassment is defined as any vexatious comment or conduct that is known or should reasonably be known to be unwelcome, such as:
 - i. insulting remarks, gestures or practical jokes of a nature which cause awkwardness or embarrassment;
 - ii. offensive comments and/or actions which demean, humiliate or threaten an Individual or group;
 - iii. displaying or distributing pornographic, pin-up pictures, or other offensive pictures or written material;
 - iv. refusing to talk to, or work with, a person by reason of any of the prohibited grounds listed in 7.01 above;
 - v. unnecessary physical contact, such as touching, patting or pinching;
 - vi. physical assault
 - vii. reprisal or threat of reprisal against any grievor, witness or any person involved in the investigation of a grievance under this Collective Agreement
- c) Sexual Harassment is defined as
 - i. Unwanted attention of a sexually--oriented nature; or
 - ii. Displaying or distributing pornographic, pin-up pictures, graffiti or other offensive pictures or written material; or
 - iii. Leering (suggestive staring), or
 - iv. Demand for sexual favors or unwanted sexual overtures; or
 - v. Unnecessary physical contact, such as touching, patting or pinching; or
 - vi. Sexual assault;
 - vii. Implied or expressed promise of reward for complying with a sexually-oriented request; or
 - viii. Implied or expressed threat of reprisal actual reprisal or the denial of opportunity for the refusal to comply with a sexually-oriented request; or;
 - ix. Sexually-oriented remarks or behaviour which may reasonably be perceived to create a negative working environment
- d) Gender and Sexual Preference Harassment

Gender harassment shall include offensive comments and/or actions, and or exclusion from that to which a persons(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and /or cause personal humiliation, on the basis of sexual preference or gender but which may not be sexually motivated.

e) **Racial/Ethnic Harassment**

Racial/ethnic harassment shall include offensive comments and /or actions, and /or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of race, creed, colour, place of origin, ethnic origin, citizenship and/or ancestry, but which may not be sexually motivated.

8.03 Harassment during Meetings and Events

Harassment during events from delegates or event participants or from members of the National Executive shall be defined as complaints not related to work performance, or any vexatious comment or conduct, written or verbal that is known or ought reasonably to be known to be unwelcome. Any complaints about Employees not directed to the Employer's Representative will be considered harassment.

8.04 Anti-Oppression Training

The employer agrees to provide mandatory annual anti-oppression training to management staff and all employees, regardless of employment status. Newly hired permanent full-time employees will receive anti-oppression training within six months of their date of hire. Contract employees with contract lengths exceeding six months will receive anti-oppression training prior to the expiry date of their contract. The Anti-oppression training will be facilitated by an external party and the employer agrees to fully subsidize the cost of the training. Such training shall include, but is not limited to, anti-oppression, conflict-resolution and anti-harassment/anti-discrimination.

8.05 Whistleblower Protection

There shall be no retaliation or threat of retaliation against an Employee who, in good faith and on the basis of a reasonable belief, reports wrongdoing by any member of the workplace or campus community or who gives information or evidence in relation to the reported wrongdoing.

ARTICLE 9: UNION SECURITY

9.01 Membership in the Union

- a) The Employer agrees that all Permanent and Contract Employees, as a condition of employment shall be members of the Union, according to the constitution and by-laws of the Union, during the life of the Agreement.
- b) The Employer will provide a copy of the Letter of Employment for all new Permanent Employees and Contract Employees within one (1) month of hire. The letter will include the Employees name, start date, phone number, email address and home address. The Letter of Employment will be sent to the Shop Steward via email and mailed to CUPE 1281.

9.02 Employer Representation

- a) The Employer will provide the Union with a list of its executive members, the Directors and the name of the Staff Relations and their email address and phone number on an annual basis or when requested.
- b) The Staff Relations Officer has the final authority to represent the Employer to the Union and Employees and will act in a manner that is consistent with the terms of this Agreement. The Staff Relations Officer shall be the Union's point of contact for all purposes of this Agreement, except where otherwise explicitly provided herein.

9.03 Union Representation

- a) The Union will provide a list of Union executive members and its designated Shop Steward on an annual basis.
- b) The Shop Steward will be elected annually by and from the members of the bargaining unit as defined in Article 2.01, to represent them to the Employer. The Shop Steward will act in a manner that is consistent with the terms of this Agreement.
- c) The Shop Steward has the authority to represent the Union to the Employer and will be the Employer's day-to-day point of contact for all purposes of this Agreement.
- d) Where there is no Shop Steward elected or where the Shop Steward requires representation, or a member requests, a member of the CUPE 1281 Executive or a designated Union Representative will be appointed to act as the point of contact with the Employer. Employees will have the right to the assistance of representatives of CUPE in any and all dealings, discussions, or negotiations with the Employer.
- e) Meetings will not be unreasonably delayed due to the availability of individual CUPE 1281 Executive or Union Representatives.

9.04 Union Business

- a) The Shop Steward will be entitled to leave their work during working hours in order to carry out their reasonable work functions under this Agreement, including, but not limited to, administering grievances, attending meetings with the Employer and participating in negotiations and arbitration.
- b) Employees will be granted paid leave to attend the Union's conventions and meetings. Requests for time off will be made to the Employer at least ten (10) days in advance and will not be unreasonably denied.

9.05 Union Dues

The Employer shall deduct from every Permanent and Contract Employee any dues, initiation fees, or assessments levied by the Union. Dues will be deducted from the regular payroll. Within fifteen (15) days of the end of the month, the dues will be forwarded to the Secretary-Treasurer of the Union. A remittance sheet will accompany the dues.

9.06 Union Label

In an effort to make the public aware of the benefits of a unionized workplace, the CUPE 1281 Union label shall be included on printed material and on correspondence prepared by members of the bargaining unit. A sign shall be posted in the working premises reading "This is a unionized workplace. Staff are members of CUPE Local 1281."

9.07 Affiliation and Merger Protection

In the event the Employer merges or affiliates with another body, the Employer shall ensure that:

- a) employees are credited with all seniority rights;
- b) all service credits relating to vacation with pay, sick leave and all other benefits-be recognized;
- c) all work and service presently performed by members of the bargaining unit shall continue to be performed by members of the bargaining unit;
- d) conditions of employment and wage rates not be less than the provisions in effect under this Agreement;
- e) no employees suffer loss of employment;
- f) preference in location of employment be determined on the basis of seniority; and
- g) the Union has the right to participate in all discussions relating to the merger or affiliation.

9.08 Notice to the Union

Where notice or reply to the Union is required in fulfillment of the obligations in any clause of this Agreement, such notice shall be in writing to the Shop Steward. As well, a copy shall be forwarded to the President of the CUPE Local 1281 at 25 Wood St., Unit 102, Toronto, ON M4Y 2P9.

ARTICLE 10: JOB DESCRIPTIONS

10.01 Non-Hierarchical

The Employer and the Union agree that the guiding principle in day to day operations and in the drawing up of job descriptions is that the Employees shall be structured in a non-hierarchical manner - one employee shall not be accountable to another employee, and all employees shall be equal in staff decision making.

10.02 Job Descriptions

Job descriptions for all Permanent Employees and Contract Employees will be mutually agreed upon by both the Employer and the Union.

10.03 Changes in Job Descriptions

No job description shall be changed, modified, or created without the approval of the Union.

ARTICLE 11: SENIORITY

11.01 Seniority

- a) Seniority is defined as the length of employment with the Employer. Seniority determines priority for internal hiring, layoff, recall, vacation scheduling and any other rights or benefits to which seniority applies in this Agreement.

The Employer shall maintain a seniority list for Permanent Employees and a separate seniority list for Contract Employees showing the date upon which employment commenced. Up-to-date seniority lists shall be sent to the Union and distributed to employees in January of each year or upon the reasonable request of the Union.

11.02 Employee on Layoff

An Employee on layoff will retain the achieved level of seniority at the time of layoff but will not accumulate additional seniority until the Employee returns to work.

11.03 Contract Employees

A Contract Employee shall accumulate seniority for job posting bidding purposes only. Contract employees who have the required skills and abilities to qualify for a permanent position may apply to internal job postings. If a Contract Employee becomes a Permanent Employee within three (3) months of the end of their contracted employment then seniority will become effective from the first date of hire for the most recent contract, or most recent consecutive contract whichever is longer.

11.04 Employee on Unpaid Leave

An Employee on unpaid leave including Unpaid Elected Union Leave, Unpaid Public Office Leave and Unpaid General Leave as outlined in Article 19 will not retain the achieved level of seniority at the time of the leave but will not accumulate additional seniority until the Employee returns to work.

11.05 Loss of Seniority

An employee shall lose their seniority if they:

- a) Are permanently discharged.
- b) Resign.
- c) Are laid off and does not return to work after one (1) year on the recall list.

ARTICLE 12: PAYMENT OF WAGES

12.01 Payment of Wages

- a) The Employer shall pay salaries and wages once every two (2) weeks in accordance with Appendix 1. On each payday, each Employee will be provided with an itemized statement of wages and deductions. Employees will receive equal pay for work of equal value.
- b) In the event that the Employer is unable to pay Employee's wages, the Employer shall compensate in the amount of two percent (2%) of the gross monthly gross income for every pay period.

12.02 Allowances for Meetings, Conferences and Other Travel

- a) All reasonable travel costs incurred on Federation business shall be paid by the Employer. The mode of transportation will be decided by mutual agreement between the Employer and the Employee. The Employer shall reimburse Employees for all approved travel expenses as submitted within ten (10) working days.

12.03 Per Diems

- a) Per diems for travel and meetings outside an employee's area of residence shall be provided to an employee, in accordance with Appendix 1 (A1.03) for the following activities;
 - i. General meetings
 - ii. National Executive meetings
 - iii. Provincial/regional meetings
 - iv. Field trips/travel approved by the Employer
 - v. Other meetings as required by the Employer
- b) When the activities take place outside an employee's area of residence where lunch and dinner are provided, half per diems shall be provided.

12.04 Childcare Allowance

The Employer agrees to cover childcare costs incurred by employees attending Federation meetings, meetings, and working overtime required by the Employer, provided receipts are submitted.

12.05 Dependent Allowance

The Employer agrees to cover dependent care costs incurred by Employees attending Federation meetings, meetings, and working overtime required by the Employer, provided receipts are submitted.

12.06 Vehicle Allowance

- a) Employees will be reimbursed for using their vehicle at the request of the Employer in accordance with standard Canada Revenue Agency rates. As per:

<https://www.canada.ca/en/revenue-agency/services/tax/businesses/topics/payroll/benefits-allowances/automobile/automobile-motor-vehicle-allowances/reasonable-kilometre-allowance.html>

- b) The Employer shall pay the added cost of auto insurance for employees using their vehicle for work.
- c) The Employer shall not require an employee to own a vehicle as a condition of employment.

12.07 Night Travel Allowance

- a) When an employee works overtime between 10:00 p.m. and 7:30 a.m., the Employer shall cover the cost of taxi fare to and from the residence of the employee.

12.08 Long Distance Telephone Expenses

For work or travel outside an Employee's area of residence, the Employer shall cover the cost of telephone calls to home and/or place of residence, and/or to spouse, or partner, or children, at the rate of fifteen minutes worth of calls per day, during non-peak periods.

12.09 Cell Phone Expenses

Effective January 1, 2021 or sooner, the Employer will supply all Permanent and Contract Employees with a cellular phone for the purposes of conducting federation business. The Employer will pay the cost of the cellular phone. The cellular phone and the associated number will remain the property of the Employer and must be returned in good working condition upon conclusion of employment and during any leave of absence. The Employer will provide a maintenance and repair service plan for employees to access for cellular phones that are damaged or in need of repair.

Employees should:

- a) Accept calls from Federation staff for Federation-related business during your regular working hours while performing your regular duties
- b) Inform the Staff Relations Officer immediately if your phone is lost or stolen if it has access to a CFS e-mail account.

12.10 Home Internet Expenses

The Employer will pay to all Permanent and Contract Employees the sum of \$60.00 per month, without deduction, as reimbursement for the cost of the Employee's use of the Employee's personal internet services for remote work purposes. The Employer will pay the Reimbursement Payment monthly in addition to regular payroll at the end of every month. Internet service must be a reliable high-speed connection that allows the Employee to conduct their duties and responsibilities.

On request, eligible Employees will:

- i. Provide invoices of their internet services.
- ii. Inform the Staff Relations Officer immediately of any change to the Employee's internet service.

12.11 Reward Programs

In circumstances where reward programs issue points only to individuals, Employees shall receive the benefits of their personal reward program.

12.12 Productivity Credit

The Employer will provide to all Permanent and Contract Employees, at the beginning of their employment, after completing the probationary period as per Article 7, the sum of \$300.00 (which is a taxable credit) every 24 months, towards expenses of items that will help maintain a productive workspace. The credit can be used at Employee full discretion for any items which will contribute to remote working productivity.

12.13 Travel Accommodations

For work or travel outside an Employee's area of residence the Employer shall cover the cost of accommodations for Employees if the Employee deems no other accommodation acceptable.

12.14 Overtime

a) Definition of Overtime:

- i. Overtime shall be defined as all authorized time worked above and beyond a thirty-five (35) hour workweek. Overtime shall be preapproved by the Employer.
- ii. For the purposes of Article 12, a week commences at 12:01 a. m. on Monday and ends at midnight Sunday.

b) Compensation for Overtime:

- i. All hours of work in excess of thirty-five (35) hours, but not more than forty-four (44) hours in a work week will be compensated at the rate of one (1) hour per hour worked.
- ii. All hours of work in excess of forty-four (44) hours of work in a work week will be compensated at the rate of one and a half (1.5) hours off per hour worked.
- iii. For all purposes of overtime, the thirty-five (35) hour work week does not include hours not worked in lieu of overtime pay, but does include all other time off as defined in this Agreement.

c) Compensation to be in Time off or Pay:

- i. Employees may take time off in lieu of overtime pay. Such time off will be scheduled by mutual consent between the Employer and the Employee.
- ii. Notwithstanding the above, when it is mutually agreed to by the Employer and the Employee that taking time off in lieu of payment will interfere with abilities to perform basic job functions overtime shall be paid out to a maximum of 35 hours per month.
- iii. At no time should any Employee accrue more than 75 hours of overtime in their bank. Once an Employee's overtime bank is over 35 hours they shall be allowed to:
 - A) Have any additional overtime paid out
 - or
 - B) Continue to accrue overtime to the maximum of 75 hours with the understanding that a minimum of 35 hours must be used as time off in lieu.

ARTICLE 13: SOCIAL BENEFITS

13.01 Extended Health Benefits

- a) The Employer will provide all Permanent Employees with an Extended Health Benefits Plan. The Employer will pay one hundred percent (100%) of the premiums of the plan for Employees, in accordance with the Extended Health Benefits Plan policy. The Plan will be available to Employees and their dependents, spouse and/or common-law partner in accordance with the Plan's policy.
- b) The Employer will provide all Contract Employees working greater than six (6) months with an Extended Health Benefits Plan. The Employer will pay one hundred percent (100%) of the premiums of the plan for Employees, in accordance with the Extended Health Benefits Plan policy. The Plan will be available to Employees and their dependents, spouse and/or common-law partner in accordance with the Plan's policy.
- c) The Plan will include medical, dental, vision care, life insurance and accidental death and dismemberment coverage as outlined in Appendix 2.
- d) Eligible Employees will be enrolled into the benefits plan as of their date of hire. Any claims incurred prior to the employee receiving their benefits ID card may be submitted to the carrier for reimbursement.

13.02 Extended Dental Benefits

- a) The Employer will provide all Permanent Employees with an Extended Health Benefits Plan. The Employer will pay one hundred percent (100%) of the premiums of the plan for Employees, in accordance with the Extended Health Benefits Plan policy. The Plan will be available to Employees and their dependents, spouse and/or common-law partner in accordance with the Plan's policy.
- b) The Employer will provide all Contract Employees working greater than six (6) months with an Extended Health Benefits Plan. The Employer will pay one

hundred percent (100%) of the premiums of the plan for Employees, in accordance with the Extended Health Benefits Plan policy. The Plan will be available to Employees and their dependents, spouse and/or common-law partner in accordance with the Plan's policy.

- c) The Plan will include basic, comprehensive and major dental coverage as outlined in Appendix 2.
- d) Eligible Employees will be enrolled into the benefits plan as of their date of hire. Any claims incurred prior to the employee receiving their benefits ID card may be submitted to the carrier for reimbursement.

13.03 Worker's Compensation Act

An Employee prevented from performing their regular work with the Employer on account of an occupational accident that occurs while working with the Employer, and is recognized by the Worker's Compensation Act, shall receive from the Employer the difference between the amount payable by the Worker's Compensation Board and the Employee's regular salary as long as the Employee continues to be employed by the Employer.

13.04 Health Spending Account

This benefit is for prescription medications, and extended health and dental services which are not covered in the Green Shield Canada plan. Employees shall be reimbursed by the Employer directly for the full price of the service or medication up to a maximum of five hundred (\$500) per Employee per fiscal year. Employees may also use this fund to cover additional reimbursement should the full Extended Health and Dental coverage be used before the end of the fiscal year. Such reimbursement will be issued no later than the next regular pay day following receipt(s) being submitted for reimbursement.

ARTICLE 14: MULTI-SECTOR PENSION PLAN

14.01 Definitions

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

- a) "Plan" means the Multi-Sector Pension Plan
- b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;
 - i. the straight time component of hours worked on a holiday; and
 - ii. holiday pay, for the hours not worked; and
 - iii. vacation pay; and
 - iv. sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace;

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

- c) "Eligible Employee" means all employees in the bargaining unit who are employed by the employer except contract employees.

Commencement

Each Eligible Employee shall contribute for each pay period an amount equal to 5% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 5% of Applicable Wages to the Plan.

14.02 Remittance

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

14.03 Required Remittance Information

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

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

a) To be Provided at Plan Commencement

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

b) To be Provided with each Remittance

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

c) To be Provided Initially and as Status Changes

- i. full address;
 - ii. termination date where applicable (MM/DD/YY)
 - iii. marital status, and any change to marital status;
 - iv. date of death (if applicable);
- d) To be Provided Annually but no later than December 31
- i. current complete address listing for all Eligible Employees;
 - ii. period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);
 - iii. period(s) of lay-off, while subject to recall;
 - iv. period(s) of absence for pregnancy or parental leave;
 - v. period(s) of strike or lockout;
 - vi. other leaves of absence;
 - vii. hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

14.05 Terms of Agreement

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

14.06 Information about the MSPP

Employees shall receive information about the MSPP annually. A breakdown of the investments shall be provided by the provider or CUPE.

ARTICLE 15: HEALTH & SAFETY

15.01 Cooperation on Safety

- a) The Union and the Employer shall cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.
- b) There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this Health and Safety Article.

15.02 Health and Safety Committee

- a) A Health-and Safety Committee shall be established which is composed of an equal number of Union and Employer Representatives, but with a maximum of

three (3) Union and three (3) Employer members. Where possible, the Union and Employer shall take all reasonable efforts to ensure that Committee Representatives include at least one member from an equity-seeking group.

- b) The Health and Safety Committee shall hold meetings at least every month, or more frequently if requested by the Union or by the Employer for jointly considering monitoring, inspecting, investigating, reviewing and improving health and safety condition and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.
- c) Quorum shall consist of at least two (2) representatives of each Party.

15.03 Time off for Health and Safety Training

Union members of the Health and Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend educational courses and seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters.

15.04 CPR Training

The Employer will make available to a sufficient number of employees the opportunity to attend a properly-accredited Cardio Pulmonary Resuscitation (CPR) Course. Time spent attending this course will be considered as time worked, and the Employer will assume all costs, if any, of this course.

15.05 First Aid Kits

A first aid kits shall be supplied by the Employer to each mobile unit of employees and in other appropriate locations of the Employer. Such first aid kits shall contain all items as prescribed by regulation and any terms recommended by the Joint Health and Safety Committee.

15.06 Certified Worker Training

The Employer will pay for the training/program fees for at least one (1) Union Health & Safety Committee Representative as defined under the *Ontario Occupational Health and Safety Act*.

ARTICLE 16: HOLIDAYS

16.01 Paid Holidays

- a) Employees shall receive all Federal, Provincial, and Municipal statutory holidays applicable to the employee's region of residence, in addition to the following paid holidays;
 - i. The working days between December 18, 2023, and January 2, 2024
 - ii. The working days between December 19, 2024, and January 3, 2025
 - iii. The working days between December 18, 2025, and January 2, 2026

The Employer recognizes the following as paid holidays:

New Year's Day	National Truth and Reconciliation (September 30 th)
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Family Day	Civic Holiday
Labour Day	

16.02 Holidays Occurring on Weekends

In the event that a holiday occurs on a Saturday or Sunday, the Monday following shall be considered the holiday, except where the Saturday or Sunday falls within the December 24 to December 31 period.

16.03 Holidays Occurring during a Vacation Period

Holidays that fall within the vacation will be considered holidays and not vacation days.

16.04 Flex Days

Employees shall receive seven (7) flex days, to be provided at any time throughout the year. Flex days shall not be banked, used consecutively, or used in conjunction with vacation entitlements or time off for time worked. Furthermore, employees shall use no more than one (1) flex day per month. Such flex days may be taken at the discretion of the Employee and upon authorization by the Employer, with at least two (2) working days' notice provided in advance.

16.05 Additional Cultural Leave

In recognition of the fact that not all Employees observe the proclaimed statutory holidays listed in Article 16.01 or bereavement conditions set out in Article 19.11 in the same way, Employees shall receive an additional five (5) paid for cultural observances chosen at the Employee's discretion. The Employee must provide at least two (2) working days' notice in advance of the leave.

ARTICLE 17: VACATION

17.01 Vacations

Employees will be entitled to annual paid vacation which will accrue annually based on the start of Employment on the following basis:

- a) First Year of Employment 15 days of vacation (1.25 days per month)
- b) Year 2 - Year 4 20 days of vacation (1.66 days per month)
- c) Year 5 – Year 9 25 days of vacation (2.08 days per month)
- d) Year 10 and beyond 30 days of vacation (2.5 days per month)

17.02 Scheduling of Vacations

- a) Vacation requests for the period between June 1 and August 31 will be submitted to the Employer by May 1. The Employer will respond to these requests by May 15.
- b) Vacation requests of more than three (3) consecutive days will be submitted to the Employer a minimum of two (2) weeks in advance.
- c) Vacation requests of less than three (3) consecutive days will be submitted to the Employer a minimum of one (1) week in advance.
- d) Vacation requests submitted with less notice than described above may still be considered by the Employer.
- e) Priority in approval of vacation requests will be granted in accordance with the Preference in Vacation provisions in Article 17.03 of this Agreement but no request for vacation shall be unreasonably denied.

17.03 Preference of Vacation Scheduling

Vacations shall be scheduled on the basis of seniority. For vacations taking place during the months of July and August, those employees with children, who attended school during the previous spring, shall be given first priority.

17.04 Vacation Not Taken

- a) If full vacation time is not taken in the year in which it is earned, an employee may bank up to one week each year, up to a maximum of two weeks in total. Upon mutual agreement between the Employee and the Employer, more vacation can be banked. Nothing in this article allows the Employer to forego paying vacation pay for carried over vacation leave upon the terminations of employment.
- b) At the time of termination or resignation, an Employee will be entitled to be paid for any unused vacation entitlement for the current Vacation Year which will be calculated by adding any vacation earned forward from prior years in accordance with Article 17.04 plus the prorated portion of unused vacation entitlement in the current Vacation Year in accordance with Article 17.01 minus any vacation taken during the current year.

ARTICLE 18: SICK LEAVE PROVISIONS

18.01 Sick Leave

- a) Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- b) An Employee shall earn fifteen (15) days of sick leave per Employment Year at the rate of one and one quarter (1.25) days for every month an Employee is employed.

- c) Where no one other than the Employee can provide for the needs of an ill family member, an Employee shall earn an additional fifteen (15) days of Family Illness Sick Leave at the rate of one and one quarter (1.25) days per month to provide for the needs during an illness of an immediate member of the Employee's family.

18.02 Sick Leave Bank and Payout

- a) An Employee may accumulate a maximum of eighteen (18) sick days. Accumulated sick days may carry forward to a subsequent year however an Employee will not accumulate more than eighteen (18) sick days.
- b) There will be no payouts of sick leave credits at the time of lay-off, discharge, resignation or retirement.
- c) Employees may borrow up to 7.5 days of future accruing sick leave. Upon termination or resignation, an employee who has been advanced sick leave credits and who has taken advanced sick leave with pay, not yet earned, shall reimburse the Employer for the full amount of advanced sick leave taken and not earned within sixty (60) days of leaving employment.

18.03 Proof of Illness

The Employer may request an Employee to produce a certificate from a physician for any illness in excess of five (5) days, certifying that the Employee was unable to carry out the Employee's duties due to illness at the expense of the Employer.

18.04 Notification of Absence

Employees will take all reasonable steps possible to notify the Staff Relations Officer of their impending absence, prior to the start of the work day or as soon as is known where a health situation will necessitate an anticipated extended absence

ARTICLE 19: LEAVE OF ABSENCE

19.01 Union or Public Duty Leave

An Employee who is elected to a full-time or part-time position with the Union or its affiliates or who is elected to public office or to assist with a campaign, shall be granted an unpaid leave of absence, without loss of seniority for the Employees first term in office. Such leave may be renewed upon mutual agreement. A part time leave shall be no more than 7 hours weekly, limited to a three (3) month period, annually.

19.02 Pregnancy Leave

- a) Pregnant employees are entitled to seventeen (17) weeks of pregnancy leave in accordance with the *Employment Standards Act, 2000* as

amended and are eligible for supplemental benefits as set out in Article 19.02 c).

Employees may also take parental leave of up to sixty-one (61) weeks if the Employee also took a pregnancy leave or up to sixty-three (63) weeks if the Employee did not take a pregnancy leave.

- b) The Employee will advise the Employer in writing of the intention to take a pregnancy leave including the anticipated commencement of the leave as early as possible.
- c) An employee who is eligible for pregnancy leave as outlined in Article 19.02.a) and are in receipt of Employment Insurance benefits is entitled to the following Supplementary employment insurance benefits while on pregnancy leave;
 - i. For the first one (1) week of pregnancy leave, the employee will receive from the Employer payments equal to one hundred (100%) per cent of their regular weekly earnings.
 - ii. For the remainder of the pregnancy leave 16 (sixteen) weeks, the employee will receive from the Employer payments equal to the difference between Employment Insurance benefits and one hundred (100%) per cent of regular earnings.
 - iii. Payments will be issued on the regular pay schedule.
- d) Employees are not entitled to Supplemental Employment Benefits (SEB) except for the purpose of the supplementation of their employment insurance benefits for the period of unemployment.

19.03 Parental Leave

- a) Employees may also take parental leave of up to sixty-one (61) weeks if the Employee also took a pregnancy leave or up to sixty-three (63) weeks if the Employee did not take a pregnancy leave.
- b) A new parent who is the biological parent of a newborn (who did not take pregnancy leave), or who is adopting a child, or is fostering with an intention to adopt a child, is entitled to up to sixty-three (63) weeks of parental leave in accordance with the Employment Standards Act
- c) The Employee will advise the Employer in writing of the intention to take a parental leave including the anticipated commencement of the leave as early as possible. Where an Employee takes parental leave in addition to pregnancy leave, the Employee must commence the parental leave immediately on the expiry of pregnancy leave, unless otherwise mutually agreed to between the Employee and Employer.
- d) An employee who is eligible for parental leave as outlined in Article 19.03.a) and are in receipt of Employment Insurance benefits is entitled to the following Supplementary employment insurance benefits while on parental leave:
 - i. For the first one (1) week of parental leave, the employee will receive from the Employer payments equal to one hundred (100%) per cent of their regular earnings.

- ii. For the remainder of the parental leave, the employee will receive from the Employer payments equal to the difference between Employment Insurance benefits and one hundred (100%) per cent of regular earnings for up to 38 weeks of the parental leave, or in the event that an employee takes an extended parental leave the same total amount of supplemental benefits will be distributed pro-rata over the longer parental leave period.
 - iii. Payments will be issued on the regular pay schedule.
- e) Employees are not entitled to Supplemental Employment Benefits (SEB) except for the purpose of the supplementation of their employment insurance benefits for the period of unemployment.

19.04 Sexual Assault Leave

An Employee who has been sexually assaulted shall receive up to three calendar months paid leave. If, for reasons of employment, the Employee is away from her residence at the time of the assault, the Employer agrees to cover the cost of travel to their place of residence.

19.05 Compulsory Quarantine

An employee who must submit to compulsory quarantine shall be entitled to twenty-one days paid leave of absence.

19.06 Jury or Court Duty

The Employer shall grant leave of absence to an employee who is summoned to appear, serves as a juror or is a witness in any court. The Employer shall pay the difference between the employee's normal earnings and the payment she receives for jury service or court witness.

19.07 General Leave

Permanent Employee may request one general leave of absence or up to one year in any 5-year period. Requests for a general leave must be provided to the Employer four (4) weeks in advance of the start of the leave. By mutual agreement, such leave may be extended. The employee shall be reinstated at their previous level of seniority. This clause shall only apply to employees who have been employed for at least one full year. A memorandum of agreement must be signed by the Union, the Employer and the Employee outlining the terms of the leave

19.08 Leave for Incarceration

If an employee is incarcerated as a result of Federation business, the Employer agrees to grant paid leave of absence without loss of seniority for the duration of incarceration.

19.10 Bereavement Leave

- a) Employees shall be granted, upon request, up to five (5) working days leave with pay in the case of the death of a parent, partner, spouse, sibling, child, mother-in-law, father-in-law, grandparent, or close personal friend.
- b) Employees shall be granted, upon request, three (3) working days leave with pay in the case of the death of an aunt, uncle, niece, nephew or any other

relative for whom an employee is required to administer bereavement responsibilities.

- c) Where burial takes place more than two hundred and fifty kilometers (250 km) from the place of residence of the employee, an additional two (2) days leave with pay shall be added to such bereavement leave.
- d) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave.

19.11 Personal Leave

- a) Each year the Employer, upon three (3) days written request, shall grant an employee paid leave on the following basis:
 - i. Legal separation, or divorce 2 days
 - ii. Serious household or domestic emergency 2 days
 - iii. Childcare and other dependent related responsibilities 5 days

- b) Each year the Employer, upon three (3) days written request, shall grant an employee unpaid leave on the following basis:
 - i. Household move 2 days per year
 - ii. Own marriage 2 days per year
 - iii. Graduation or marriage of immediate family members 2 days per year
 - iv. Personal Canadian Citizenship exam and ceremony 2 days per year
 - v. Education leave 4 days per year

19.12 Adverse Weather

Employees who are unable to travel to work due to severe weather may request to work from home. Such requests will not be unreasonably denied.

ARTICLE 20: LABOUR MANAGEMENT COMMITTEE

20.01 Composition of the Committee

A Labour Management Committee shall consist of three representatives of the Union and three representatives of the Employer. The Staff Relations Officer and the Shop Steward shall be members of this Committee. Each party shall appoint at least one woman. The Labour Management Committee will normally meet monthly.

20.02 Committee Responsibilities

The responsibilities of the Labour Management Committee shall include the following: ·

- a) Consider constructive criticism of the activities of the Employer and employees to foster better working relations
- b) Promote good working conditions.
- c) Recommend to the Union and the Employer action with respect to the decisions made by the Committee.

20.03 Scope of Discussions

- a) It is understood that Labour Management Committee meetings will not deal with matters which are properly the subject of collective bargaining or the administration of the Agreement, unless otherwise mutually agreed to by the parties.
- b) The Labour-Management Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement.
- c) The Labour-Management committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

20.04 Scheduling of Meetings

The Labour Management Committee may be called into session by either the employer or the Union upon at least ten (10) day's notice to each of the two parties.

20.05 Chairperson of the Meeting

An Employer and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

20.06 Minutes of Meeting

Minutes of each meeting of the Labour-Management Committee will be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union Shop Steward and the Employer will each receive one (1) signed copy of the minutes.

ARTICLE 21: GRIEVANCES

21.01 Recognition of Union Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Steward to assist in

the investigation, preparation, and presentation of grievances. A Steward or Local Officer has the right to consult with a CUPE Staff Representative and may have them present at any stage of the grievance process.

21.02 Types of Grievances:

- a) Individual Grievance: A grievance that is confined in scope to a particular Employee.
- b) Group Grievance: Where the matter is of concern to a group of Employees or where several individual grievances, after being consolidated at some stage, are brought forward as one (1) grievance.
- c) Policy Grievance: Where either party disputes the general application, interpretation, or alleged violation of an Article of this Agreement, where the matter of concern is not specifically confined in scope to any particular Employee.
- d) Harassment Grievance: All grievances filed alleging internal harassment shall require the Employer to arrange a third-party investigation. This process shall be started within seven (7) days of the Employer receiving the grievance.
 - i. Internal – allegations employees make of colleagues or any management/director(s) which would include national executive representatives.

21.03 Grievance Procedure

A Grievance shall be dealt with in the following manner

- a) **Step 1: Written Notice of Grievance**
 - i. The Union will file a written Notice of Grievance with the Staff Relations Officer within ten (10) working days of the date the incident first occurred.
 - ii. The Notice of Grievance shall state the details and nature of the grievance and specify the provisions of the Agreement that have been violated, as well as the remedy sought.
 - iii. The Union will seek to settle the dispute with the Staff Relations Officer to the satisfaction of the Grievor, which may include a meeting. The Grievor has a right to be present at this meeting.
 - iv. The Staff Relations Officer will provide the Union with a written response to the Notice of Grievance within ten (10) working days. If a response is not received the Union may escalate the grievance to Step Two.
 - v. Failing the resolution of the grievance to the mutual satisfaction of the Union and the Employer, either party may request an escalation of the resolution to Step Two (2) within ten (10) working days of the issuance of the Employer's response.
- b) **Step 2: Grievance Meeting**

Should no further request or response be brought forward by the Union within ten (10) working days of the Employer's response being delivered, the matter will be considered to be resolved to the mutual satisfaction of the parties, and no further action will be expected or required.

Step 2: Grievance Meeting

- i. Failing resolution of the grievance under Step One (1), the Union may request a meeting with the Staff Relations Officer to attempt to resolve the matter. This meeting will occur no later than ten (10) working days following the request.
 - ii. Failing resolution of the grievance to the mutual satisfaction of the Union and the Employer, either may request an escalation of the resolution process to Step Three after ten (10) working days following the last meeting attended by all parties
 - iii. Should no further request or response be brought forward by the Union within thirty (30) working days following the last meeting attended by all parties, the matter will be considered to be resolved to the mutual satisfaction of the parties, and no further action will be expected or required.
- c) **Step 3: Arbitration**
- i. Failing resolution of the grievance under Step Three (3), the grievance will be resolved through the arbitration process as defined under Article 23 - Arbitration.

21.04 Mediation

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding Step three (3) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

21.05 Replies in Writing

Replies to grievances shall be in writing at all stages. Where a grievance is denied, the reply shall include reasons for denying the grievance.

21.06 Time Limits May Be Extended

The time limits may be extended by mutual agreement.

21.07 Grievances Not-To Be Discussed

After a grievance has been initiated by the Union, the Employer shall not discuss the matter with the grievor without the consent and presence of the Union.

21.08 No Contact Between Grievor and Grievee

In case of an individual grievance where an Employee is grieving an individual member of the Executive Committee, with whom the Employee would normally be required to work, the Employer shall, upon request, ensure that no contact between the Grievor and the Grievee shall occur. This may include, but not be limited to a reasonable change of work responsibilities.

21.09 Time Off for Grievances

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

21.10 Precedent

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

21.11 Bypassing of Step 1

The following types of grievances may bypass step one of the grievance process and initiated at Step 2:

- a) Grievance pertaining to termination or lay off
- b) Grievances alleging harassment

21.12 Technical Objections

No grievance shall be defeated solely by any technical objection.

21.13 Supplementary Agreements

Supplementary agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 22: ARBITRATION

22.01 The Arbitrator

The Arbitrator is to be governed by the following provisions:

- a) The Arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any Employee or Employer affected by It.
- b) The Arbitrator shall determine their own procedures, but shall give full opportunity to all parties to present evidence and make representations.
- c) The Arbitrator shall not have the power to alter or amend any of the provisions of this Agreement.
- d) The parties and the Arbitrator shall have access to the Employer's premises to view working conditions, machinery, or operations which may be relevant to the resolution of the grievance

- e) The Arbitrator shall have the power to amend a grievance, modify penalties, and relieve against non-compliance with time limits or any other technicality or irregularity.
- f) The Arbitrator shall have jurisdiction to determine whether a grievance is arbitrable.

22.02 Meeting to Schedule Arbitration

The Union and the Employer will meet within five (5) working days of notification of the intent to proceed to arbitration for the purpose of selecting a single Arbitrator and scheduling the Arbitration.

22.03 Appointment of Arbitrator

Where the representatives are unable to agree upon a single arbitrator within five working days of meeting for that purpose, or where two or more arbitrators have been selected but, either party may request that the Ministry of Labour appoint an arbitrator.

22.04 Both Parties Agree to Pay

The Employer and the Union agree to equally share the expenses and fees of the Arbitrator.

22.05 Clarification of Decision

Should parties disagree as to the meaning of the decision of the Arbitrator either party may apply within fifteen (15) working days to clarify the decision,

22.06 Time Limits May Be Extended

The time limits may be extended by mutual agreement.

ARTICLE 23: DISCIPLINE AND DISCHARGE

23.01 Just Cause

The Employer shall not discipline, suspend or discharge an employee except for just cause.

23.02 Progressive Discipline

The Employer accepts and gives effect to the principle of progressive discipline. Prior to imposing suspension or termination an employee will be given a reasonable opportunity to correct behavior.

23.03 Letter of Expectations

- a) The Employer may issue a Letter of Expectation to an Employee and the Union to provide written clarification of workplace policies or practices or to clarify expectations that the employer has for the Employees regarding job performance concerns or workplace behavior issues which, if left uncorrected, could lead to discipline. A Letter of Expectation is not part of the formal discipline process and is not required prior to issuing a Letter of Warning, Discipline or Discharge.

- b) Prior to issuing a Letter of Expectation the Employer may meet with the Employee and the Union to discuss the issue and review the Employer's Expectation. The Employer will issue a notice of meeting to the Employee and the Union prior to such a meeting.
- c) A Letter of Expectation will be placed in an employee's file. If the issue outlined in the Letter of Expectation does not recur within twelve (12) months, the letter shall be expunged from the employees file.

23.04 Discipline and Discharge Procedures

a) Step 1: Meeting

- i. The employer will issue a notice of meeting to the Employee and the Union to schedule a meeting within (5) days of an incident. The notice will advise the Employee of the incident that is being reviewed.
- ii. The meeting will include the Staff Relations Officer and one (1) representative of the Employer, the Employee and one (1) representative of the Union who will normally be the Shop Steward.
- iii. The Employer will review the incident and provide the Employee with an opportunity to respond.

b) Step 2: Letter of Reprimand

- i. Within ten (10) days of the meeting the Employer may issue a letter of reprimand to the Employee and the Union. The letter of reprimand will outline the Employer's expectations and provide the Employee reasonable opportunity to correct the problem(s) stated in the original notice. The letter will state that disciplinary action may be imposed, in accordance with the procedure set out in this Article, within a given date to be determined by the Employer.
- ii. The Employee shall have the right to respond to the letter of reprimand. Any reply by the Employee will become part of the Employee's record.

c) Step 3: Notification of Action

- i. No Employee shall be disciplined without just cause. The Employer may implement disciplinary action within three (3) months of issuing the letter of reprimand if the problem is not corrected. The Employer will advise the Employee and the Union, in writing, of the disciplinary action to be taken and the reasons for such action.
- ii. The Employer will issue disciplinary action based on the following steps. The Employer may repeat steps as it deems necessary before moving to a new step
 - a) Step 1: 1 to 3 day suspension without pay
 - b) Step 2: 5 to 7 day suspension without pay
 - c) Termination

23.05 Justification for Immediate Disciplinary Action

- a) Notwithstanding the above, when immediate disciplinary action must be taken the Employer reserves the right to suspend the Employee from their duties for a period of up to five (5) days with pay without having a meeting or issuing a warning. This action will be limited to when an Employee is in immediate danger to the organization, co workers or themselves or where an Employee's actions have caused severe or irreparable damage to the Employer.
- b) A meeting with the Union must occur within this five (5) day period. Following the meeting with the Union, the Employer may proceed with action outlined in Article 23.03.

ARTICLE 24: PROFESSIONAL DEVELOPMENT

24.01

- a) The Employer will establish a Professional Development Fund that will be available for Employees to access.
- b) Employees wishing to access professional development funds will apply to the Employer at least one (1) month in advance of the requested activity. Requests will be considered subject to available Professional Development Funds. Request will not be unreasonably denied.
- c) The Employer will approve professional development requests based on funds available and whether an educational program is beneficial to both the Employer and the Employee. Such programs shall include, but not be limited to:
 - i. Health and safety programs;
 - ii. Conferences and general meetings of organizations concerned with the policy, economics, social organization, or practice of education;
 - iii. Courses, conferences and meetings relevant to work of the Employee;
 - iv. Second language training.
- d) Approved professional development funds may cover tuition, materials, travel, childcare, registration fees, accommodations or other reasonable expenses. Participation in professional development will count as time worked.
- e) The Employer shall provide confidential usage reports in July and January each year indicating, approvals, denials (and reasons for denials) and the dollar amount in the fund and spent within the last fiscal year at the time of the report.

ARTICLE 25: STAFF CHANGES

25.01 Hiring Committee

- a) The Employer will create a hiring committee to hire Permanent and Contract Employees. The hiring committee will consist of two (2) representatives appointed by the Employer and one (1) representative appointed by the Union. The Hiring Committee will be responsible for developing the job posting, reviewing and interviewing applicants, monitoring the employment equity processes and recommending a candidate to be hired.

- b) The Hiring Committee will be responsible to oversee internal and external job postings and applicants.

25.02 Job Posting

- a) Job postings will contain the following: ·nature of position, qualifications, required knowledge and education, skills, wage, and any other hiring criteria as determined by the Employer.
- b) All Job postings shall state:

The Employer is committed to the principles and practice of proactive employment equity in hirings. Therefore, the Canadian Federation of Students encourages members from marginalized communities such as indigenous peoples, members of non-dominant immigrant, ethnic, linguistic, religious and/or cultural groups, racialized people, people with disabilities, queer people, refugees, trans, and gender-queer people to apply and to identify as an employment equity candidate in their cover letter.

- c) Posting procedures

When any position within the agency becomes permanently vacant or vacant for over sixty (60) days the position shall be posted and filled within 30 days of the end of the posting's closing date. Timeline can be extended by mutual agreement of the Union and the Employer.

25.03 Internal Job Posting

- a) Only Permanent and Contract Employees may apply to internal job postings.
- b) The hiring committee will conduct interviews with all internal applicants and will determine if the Employee is qualified and make a recommendation to the Employer. The determination for qualifications will be based on the employee's job application and work performance.
- c) Where more than one (1) qualified Employee applies for any given position, the position shall be awarded to the applicant with the greatest seniority.
- d) A Permanent Employee who is a successful applicant for any internally posted position shall complete a trial period of one hundred and twenty (120) days from the date of the commencement of working in the new position. The Employer is responsible for ensuring that the Employee is provided with adequate orientation and training in the position in order to fulfill the duties required of the position. If the Employer or the Employee are not satisfied during the trial period, the Employee shall return to their former position, after two weeks notice. Any other Employee transferred as a result of the rearrangement of positions may also return to their former position. Only upon mutual agreement may the trial period may be ended early.
- e) Contract Employees shall be allowed to apply for internal job posting and shall be awarded the position should they possess the required qualifications and most seniority.
- f) A Contract Employee who is a successful applicant for any internally posted permanent position shall complete probation as outlined in

Article 7.01.

25.04 External Job Posting

- a) External job postings may be posted at the same time as internal postings, however, internal candidates shall be considered first and awarded the position should they possess the required qualifications.
- b) When a vacancy is not filled through the internal job posting process, the Hiring Committee will conduct an external hiring process.
- c) The process will include reviewing applications, selecting shortlisted applicants conducting interviews with shortlisted applicants and recommending the hiring of an applicant to the Employer for approval.
- d) Recommendations of the Hiring Committee will be reviewed by the Employer. The Employer may accept the recommendation, direct the Hiring Committee to reconsider its recommendation or reject the recommendation and reopen the hiring process.

25.05 Hiring of Candidates

An applicant will be deemed hired upon the decision of the Employer.

25.06 Confidentiality and Non-Disclosure Agreement

As a condition of employment, Employees will be required to sign a Confidentiality and Non-Disclosure Agreement.

25.07 Notification to the Union

The Union shall be notified in writing of all hirings, layoffs, transfers, recalls, and terminations of employment.

ARTICLE 26: TECHNOLOGICAL CHANGES

26.01 No Dismissal

No regular employee shall be dismissed by the Employer because of technological change. An employee who is displaced from their job by virtue of technological change will suffer no reduction in normal earnings and will be given full opportunity to fill other vacancies in accordance with seniority.

26.02 Training

In the event that the Employer should introduce new methods, which require new skills, employees shall, at the expense of the Employer, be given a minimum period, not to exceed four months, during which they may acquire the necessary skills. In the event that additional training is required, the additional training time shall be agreed upon by the Employer and the Union.

26.03 Significant Technological Changes to be Discussed at LMM

The Parties agree that any technological change contemplated by the Employer which either party has a reasonable expectation will significantly impact either the working conditions of CUPE 1281 members or the overall working environment will be brought to the Labour Management Meeting for meaningful consultation with the Union normally sixty (60) days prior to being implemented.

ARTICLE 27: LAYOFFS AND RECALL

27.01 Layoff Limitations

There shall be no reduction in the workforce without a corresponding reduction in work required.

27.02 Discussion of Layoffs

If a reduction of staff or hours is under consideration, the Employer shall call a Union-Management meeting to discuss the proposed layoff.

27.03 Layoffs According to Seniority

Employees shall be laid off in reverse order of their seniority as defined in Article 1.16. An Employee whose position is to be terminated by the layoff process, or whose position is to be reduced in hours, shall have the right to displace or "bump"

any Employee with less seniority and shall be given a reasonable training period at the Employer's expense to acquire the necessary knowledge and skills.

27.04 All Efforts to be Made to Reinstate

If an Employee who is to be terminated by the layoff process is unwilling or unable to bump, the Employee will be laid off and placed on the appropriate recall list for a period of no more than one (1) year. The Employer shall have made every effort to relocate the laid-off Employee in another position.

27.05 Notification of Layoffs

The Employer shall notify Employees who are laid off six (6) weeks before the layoff is to be effective, unless the Employee was hired externally as a result of the internal hiring process outlined in Article 25.03. If work is not available, the Employee shall be paid in lieu of work.

27.06 Employer to Pay Relocation Costs

In the event that an Employee who relocated to assume employment is laid off after less than twelve (12) months into employment, the Employer will pay, within two (2) months of the actual layoff, all reasonable relocation expenses that the Employee may have incurred to assume employment.

27.07 Access to Vacancies

All Employees who have been laid off shall have access to all vacancies through the internal hiring process, with all the rights of Permanent Employees.

27.08 Right to Refuse

An Employee on layoff who elects not to apply for a position other than the position from which the Employee was laid off shall not be deemed to have forfeited any other right accorded to the Employee by this Agreement.

27.09 Recall

- a) Where a vacancy occurs in any position following a reduction of personnel as a result of layoff, the Employee shall retain seniority in accordance with Article 11. The Employee so affected will be offered the opportunity to fill the vacant position, subject to the conditions set forth in Article 25. Recall shall be on the basis of seniority.
- b) Employees being recalled shall be notified in writing, by registered mail and email, at least one (1) month in advance of the date of the recall. The Employee shall notify the Employer, in writing, of the Employee's intention to return to work within ten (10) days of receiving the recall notice. It shall be the responsibility of the Employee to keep the Employer informed of the Employee's current address and phone number.
- c) Employees on layoff who refuse to be recalled, or who fail to respond to a notice of recall, shall be deemed to have voluntarily terminated their employment and will cease being a member of the Bargaining Unit and will forfeit all ensuing benefits.

27.10 Rehiring Limit

The Employer will be required to make a decision whether to rehire an Employee on layoff within one (1) year of the effective date of the layoff. One (1) year following layoff, the Employee's employment with the Employer will cease, and no further benefits or payments will be due.

27.11 Recall Order

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

27.12 Right to Vacation Pay

An Employee on layoff may request, at their option, payment in credit of accrued vacation days. Such payment will be issued on the next regular pay day for all Employees, provided the request is made at least five (5) days in advance. Employees on lay off will not accrue any additional vacation days from the date of layoff.

ARTICLE 28: SEVERANCE PAY

28.01 Terms of Severance

If the Employer is unable to provide comparable work for a displaced employee, as a result of the cessation of all, or part, of the Federation's operations, or changes in operating methods, the Employee will be given thirty days notice, and four weeks severance pay, at their current salary, plus one week's pay for every year of employment, to a maximum of six years of employment.

ARTICLE 29: NEGOTIATIONS, BARGAINING AND CUPE ASSISTANCE

29.01 Negotiating Committees

- a) The Union will be entitled to select a Negotiating Committee of no more than three (3) persons and not less than two (2) persons. The Union will advise the Employer of the names of the members of this committee at the time it gives notice to bargain to the Employer.
- b) The Employer will select a negotiating committee of not more than three (3) persons and not less than two (2) persons. The Employer will notify the Union of the names on this committee within five (5) days of the Union's notice to bargain.

29.02 CUPE Assistance

In accordance with the CUPE 1281 By-laws, the Union will have the right to have the assistance of representatives of the Canadian Union of Public Employees when negotiating with the Employer, as part of the Union's negotiating committee.

29.03 Time Off for Union Duties

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

29.04 Technical Information

The Employer shall make available to the Union, upon request, all technical information required for collective bargaining purposes or for the purpose of interpreting or administering the collective agreement. This information shall include, but is not limited to, audited statements, financial and other reports relating to the business of the Federation. It is understood that this clause does not include matters of solicitor-client privilege.

ARTICLE 30: TERMS OF AGREEMENT

30.01 Length of Agreement

This Agreement shall be binding and remain in effect from June 1, 2023 to May 31, 2026. Any change deemed necessary may be made by mutual agreement at any time during the existence of this agreement.

30.02 Agreement to Continue After Expiration

Failing agreement by June 1st, 2026, this agreement and all its terms will continue in force until a new agreement is executed.

30.03 Statutory Changes

If changes to any law or regulation invalidate any portion of this Agreement, the articles affected shall be opened for negotiation. The Agreement shall not be invalidated.

30.04 Copies of the Agreement

- a) The Union and the Employer will maintain the Collective Agreement in English.
- b) The Employer shall provide a copy of this Agreement to all members of the bargaining unit during their first week of employment.
- c) On commencing employment, the Employer will introduce the new Employee to their Union Shop Steward or designate. An Officer of the Union will be given an opportunity to meet for one (1) hour with each new employee within regular working hours, without loss of pay, for the purpose of acquainting the new employee with the benefits and duties of Union membership and their Collective Agreement.

30.05 It is understood that legislation can be amended from time to time, therefore, should any legislation be enacted which would provide a greater right and or benefit to employees than those provided for in this Collective Agreement, the greater rights and or benefits in the legislation shall prevail.

ARTICLE 31: RETROACTIVITY

31.01 Any retroactivity owing will be paid out to all present and past employees within thirty (30) days of the Union ratification of the Memorandum of Settlement.

31.02 All wage increases, and adjustments provided for in this Collective Agreement shall be retroactive to June 1, 2023 unless otherwise specified.

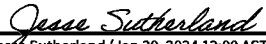
31.03 Retroactive pay and adjustments will be paid on a separate cheque/deposit. The Employer will supply the Employee with a detailed explanation of the retroactive pay calculations. Retroactivity will be paid in respect of all remuneration to all eligible Employees on the payroll as of the expiry date of the previous agreement (May 31, 2023) and to all new Employees hired since that date.


31.04 In the event an eligible Employee has terminated their employment since June 1, 2023, the Employer shall advise the Employee within thirty (30) days by notice in writing via registered mail to the last known address on the records of the Employer. The Employee shall have thirty (30) days from receiving the notice with which to claim any payment due to them. Retroactivity will be paid within two (2) pay periods (bi-weekly) of the Employee making such claim.


COLLECTIVE AGREEMENT BETWEEN -
CANADIAN FEDERATION OF STUDENTS (SERVICES) AND CUPE LOCAL 1281

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

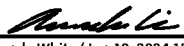
Dated at Ottawa, Ontario this 10 of January, 2023.
FOR THE UNION: FOR THE EMPLOYER:

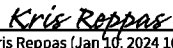

Jesse Sutherland (Jan 30, 2024 12:00 AST)
Jesse Sutherland, Unit Steward


Brianne Berry Crossfield (Jan 10, 2024 15:23 EST)
Brianne Berry Crossfield


Taylor Kociszewski (Jan 10, 2024 15:34 EST)
Taylor Kociszewski, National Representative


N. Tola (Feb 9, 2024 17:27 AST)
Natalia Tola


Amanda White (Jan 10, 2024 15:14 EST)
Amanda White, Member at Large


Kris Reppas (Jan 10, 2024 16:30 AST)
Kris Reppas


James Casey, Member at Large


Ben Segobaetso (Feb 9, 2024 15:09 EST)
Benjamin Segobaetso

Laura Cutmore

APPENDIX 1: PAYMENT OF WAGES AND PER DIEM RATES

A1.01 Payment of Wages for Permanent and Full-Time Contract Employees

- a) The starting Base Salary for Employees working on a full-time basis will be increased by 3% to \$66,730.18 for all Employees hired after June 1, 2023.
- b) Effective June 1, 2023 all existing employees will receive a wage increase of 3% to their current rate of pay in addition to the 6.8028% increase applied to all Employees on June 1, 2023.
- c) Commencing June 1, 2024 every Permanent Employee and Contract Employee who has completed their Probationary Period will receive an increase to their current salary on June 1, 2024 and 2025 of wither 3% or based on the rate of change to the Consumer Price Index, consistent with the rate of increase of the Employer's membership fees, whichever is higher.
- d) The Employer will provide the Union with an updated wage grid of all bargaining unit members and their salaries on June 1st of each year and when requested by the Union.

A1.02 Payment of Wages for Part-Time and Summer Student Positions

- a) Part-Time and Summer Students will be paid a rate of \$21.00 per hour.

A1.03 Per Diem Rate

- a) The Full Day Per Diem Rate for the length of the agreement will be \$65.00 per day. The Per Diem will be issued in accordance with Article 12.03.

APPENDIX 2: EXTENDED HEALTH AND DENTAL BENEFITS

A2.01 Dental Insurance

- a) Deductible
 - i. Single: nil
 - ii. Family: nil
- b) Basic Coverage
 - i. Coverage: 100%
 - ii. Maximum: \$2,000 per calendar year
 - iii. Recall: Twice in 12 months
- c) Major Restorative Coverage
 - i. Coverage: 50%
 - ii. Maximum: \$2,000 per calendar year, combined with Basic Coverage

A2.02 Health Benefits

- a) Prescription Drugs
 - i. Deductible: nil
 - ii. Maximum: Unlimited
- b) Paramedical services
 - i. Deductible: Customary
 - ii. Maximum: \$500 per practitioner per year
- c) Vision
 - i. Benefit: \$350 per person every 24 months

A2.03 Short-Term Disability

- a) Benefit Amount: 66.67% of the Employee's weekly Salary to a maximum weekly benefit of \$1000
- b) Benefit Commencement
 - i. 1st day for Accident payable from 1st full day of disability
 - ii. 8th day for Sickness
- c) Maximum Benefit Period: 17 weeks
- d) Termination Age: Insurance terminates at the Employee's age 70

A2.04 Long-Term Disability

- a) Benefit Amount: 66.667% of the Employee's monthly Salary, rounded to the next highest \$1.00 if not already a multiple thereof, to a maximum monthly benefit of \$6,000.
- b) Non-Evidence Maximum: \$4,250
- c) Benefit Taxability: Taxable
- d) Maximum Income from All Sources: 85% of the Employee's pre-disability gross Salary
- e) Elimination Period: 119 Days
- f) End of "own occupation period" for definition of total disability: 24 months
- g) Maximum Benefit Period: to age 65
- h) Termination Age: Insurance terminates at the Employee's age 65

A2.05 Life Insurance

- a) Benefit Amount: \$200,000
- b) Reduction of Insurance:
 - i. Insurance reduces by 50% at age 65, to a maximum of \$100,000
 - ii. Insurance reduces by 50% at age 70, to a maximum of \$25,000
- c) Termination age:
 - i. Insurance terminates at age 75

A2.06 Accidental Death and Dismemberment

- a) Benefit Amount:
 - i. Accidental Death - 100% of the Employees life insurance benefit amount
 - ii. Accident/Disease Dismemberment – loss schedule ranging from 200% to 25% of the Employee's life insurance benefit amount for dismemberment, Paralysis, or Loss of use as a result of accidental injury.
 - iii. Critical Disease – 10% of the Employee's life insurance benefit amount, to a maximum benefit of \$50,000. Terminates at age 65.
- b) Reduction of Insurance:
 - i. Insurance reduces by 50% at age 65, to a maximum of \$100,000
 - ii. Insurance reduces by 50% at age 70, to a maximum of \$25,000

- c) Termination age:
 - i. Insurance terminates at age 75, age 65 if the Employee is totally disabled.

A2.07 Dependent Life Insurance

- a) Benefit Amount:
 - i. Spouse: \$5,000
 - ii. Child: \$2,500
- b) Dependent Children:
 - i. Covered from birth to age 21, or to age 25 if in full-time attendance at a school or university, or to any age if handicapped.
- c) Termination age:
 - i. Insurance terminates at age 75

A2.08 EAP (Employee Assistance Program)

The EAP will be transitioned from the HumanaCare EAP to the Inkblot Therapy EAP, which will include:

- a) 5 hours of individual counseling per program year
- b) 5 hours of couple counseling per program year
- c) Work life advisory services
- d) Online mental health training programming

APPENDIX 3: CONFIDENTIALITY AGREEMENT

BETWEEN

Canadian Federation of Students
Canadian Federation of Students-Services

AND: _____

NOW THEREFORE in consideration of the mutual agreements herein by which the parties intend to be legally bound, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

In this Agreement, in addition to the terms defined in the recitals above:

1. "Confidential Information" means any and all proprietary information and information of a confidential or secret nature which are applicable to or related in any way to the affairs of the Canadian Federation of Students/Canadian Federation of Students-Services disclosed orally or in writing to Recipient by Disclosure or gathered by Recipient from inspection, regardless of whether Recipient obtained the information before or after the date of this Agreement or whether the information is specifically identified as "confidential" or "proprietary" but does not include Non-Confidential Information.
2. "Non-Confidential Information" means information which: becomes generally available to the public or becomes so available through no fault of Recipient; was known to recipient on a non-confidential basis and is not subject to another obligation of secrecy and non-use, as documented by reasonably convincing written records possessed by Recipient prior to the disclosure; is independently developed by Recipient as documented by reasonably convincing written records possessed by Recipient prior to the disclosure; becomes available to a Recipient on a non-confidential basis from a source other than Disclosure that is not under other obligations of confidence; or, is required to be disclosed by enforceable legal process. No confidential information shall be deemed not to be confidential information merely because it is mixed with non-confidential information.
3. "Purpose" means the use of the Confidential Information by recipient for the exclusive purpose of carrying out his or her duties as staff of the Canadian Federation of students/Canadian Federation of Students-Services.
4. Disclosure may, in its sole discretion, provide any of the Confidential Information to Recipient as Disclosure determines is required for the Purpose. Nothing in this Agreement obligates Disclosure to make any particular disclosure of Confidential Information.
5. Recipient acknowledges that Disclosure is the exclusive owner of all right, title and interest in and to the Confidential Information and Recipient shall maintain the Confidential Information in strict confidence using a standard of care no less than the degree of care that Recipient would be reasonably expected to employ for its own confidential information, including without limitation disclosing only to those people who have a need to know the Confidential Information for the Purpose, who have been issued prior appropriate instruction to satisfy Recipient's obligations herein, and who have given their prior written agreement to receive and use the Confidential Information, other than as expressly set out herein, is granted to Recipient under this Agreement by implication or otherwise.
6. Recipient shall not use, copy, store in any retrieval system or otherwise deal with the Confidential Information in any manner whatsoever without Disclosure's prior written consent except as is reasonably required for the Purpose. Without limiting the

generality of the foregoing, Recipient shall not license, sell, transfer, provide or otherwise make available to, or use for the benefit of a third party, the Confidential Information, in whole or in part, or use the confidential Information in any manner whatsoever, directly or indirectly, in competition with Disclosure, or its businesses. The recipient shall be responsible for any breach of this Agreement by its advisors, affiliates, agents, representatives or their employees, or its directors, officers or employees, and shall reimburse, indemnify and hold harmless Disclosure from any damage, loss or expense incurred as a result of such breach.

7. Recipient shall, upon request of Disclosure, immediately return to Disclosure or destroy the Confidential Information and all copies thereof in any form whatsoever under the power or control of Recipient. Upon request, Recipient shall provide Disclosure with a destruction certificate by an appropriate officer of Recipient certifying such destruction.
8. Recipient acknowledges that improper disclosure or use of the Confidential Information may cause irreparable harm to Disclosure which harm may not be adequately compensated by damages. As a result, Recipient agrees that, in addition to all other remedies Disclosure may have and not in derogation thereof, Disclosure may seek and obtain from any court of competent jurisdiction injunctive relief in respect of any actual or threatened disclosure contrary to the provisions of this Agreement.
9. This Agreement is governed by the laws of Ontario and constitutes the entire agreement between the parties with respect to the proprietary and confidential information herein and cancels and supersedes any and all prior verbal and written understandings and agreements between the parties with respect thereto. Nothing in this Agreement is intended to conflict with applicable laws. If such a conflict arises, the law shall prevail and the offending parts severed. If any part of this Agreement that is held to be invalid or otherwise unenforceable, the balance of this Agreement shall continue in full force and effect. This Agreement may not be assigned by either party without the prior written consent of the other party and shall ensure to the benefit of and be binding on the parties, their respective successors and permitted assignments.

IN WITNESS WHEREOF the parties hereto have caused to be signed by their respective proper signatories, effective as of this ____ day of _____, _____.

CANADIAN FEDERATION OF STUDENTS

RECIPIENT

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

CANDIAN FEDERATION OF STUDENTS-SERVICES

Per: _____

Name: _____

Title: _____

APPENDIX 4: HYBRID WORKING ARRANGEMENTS

Intent

The Parties recognize the benefits of remote work on the understanding that some types of work can be performed outside of the office and that Employees can be very productive working remotely. The Parties also recognize the important role of in-person interaction in fostering strong, collaborative, and collegial team dynamics.

Definitions

“**Remote working**” means working from home or from another location rather than being required to go to the physical workplace of the Employer.

“**Office**” refers to the Employer’s premises at:

- 200-2725 Queensview Drive,
Ottawa, Ontario, K2B 0A1,
- or cooperating Provincial Component Office.

Eligibility

All Employees are eligible to work remotely on a regular part-time or full-time basis, subject to requested in-office presence, as outlined under this appendix. In person events and work duties will be required from time to time. Employees are encouraged to have an appropriate and safe workspace. Remote work is authorized for Employee within the Pacific, Mountain, Central, Eastern, Atlantic, and Newfoundland time zones.

An employee may be approved, upon request to work outside of Canada, for a specified period of time, so long as the employee remains working within the listed time zones above and that such request is permissible within employment standards and Canada Revenue Agency regulations. Approval of such request shall not be unreasonably denied.

Remote work shall be strictly voluntary; CFS will not require an Employee to work remotely.

Employees and the Employer must comply with all organizational rules, policies, practices, duties as assigned and statutory obligations that would apply if the Employee were working in the office.

Employee requests for accommodation under the *Ontario Human Rights Code* that require the Employee to work remotely for any period of time will be reviewed independently from this process.

Rights

There shall be no change to an Employee’s rights under the Collective Agreement if they are working remotely.

Scheduling

The employee shall receive 5 workdays’ notice in advance of being required to attend a work event/ duty in person.

In extenuating circumstances when the in-person presence of CFS National is required outside of their regional office, (3) working days' notice will be required. The closest 1281 CFS staff will be asked to attend. Should no staff be able, the next person closest in proximity including directors or national executive representative(s), should be asked to attend such meeting/event.

Should an individual employee be unable to attend, due to reasonable circumstances, they shall be allowed to attend via online platform when appropriate/ available.

Travel and accommodations shall be paid by the Employer as per article 12.09.

Performance

Employees participating in remote working arrangements are responsible for maintaining all regular performance standards and workflow.

The Employer and Employees are mutually responsible for maintaining effective communication.

Should a situation beyond an Employee's control occur that prevents them from carrying out their responsibilities (e.g., a power outage, internet outage, or equipment failure), the Employee shall be responsible for notifying the Employer as quickly as possible and making alternative working arrangements until the situation is resolved.

The Employees may use their nearest regional office.

Equipment

The Employer shall provide Employees working remotely with a laptop computer, carrying case, keyboard, mouse, and external monitor. Any other home office equipment is the responsibility of the Employee.

This equipment will remain the property of the Employer and will be returned to the Employer when the Employee's employment or remote working arrangement ends. The Employer will assume responsibility for normal maintenance, repair, and technical support of this equipment unless the Employee has been proven to be negligent (included but not limited to: loss, water damage).

The employee shall not be disciplined for technologic issues that cause the employee to be unable to complete their duties. Any Employer provided equipment that experiences technological issues shall be brought to the attention of the Employer as soon as they are noticed. The Employer shall endeavor to resolve any issues within 10 working days. Any employee approved equipment that experiences technological issues shall be brought to the attention of the Employer as soon as they are noticed. The Employee shall endeavor to resolve any issues within 10 working days. The Employer will provide alternative tasks for the Employee to complete in the meantime.

By mutual agreement, an Employee may use their own equipment. In such circumstances, the Employee will be responsible for maintenance and repair unless otherwise agreed.

Employees who engage in remote work are responsible for:

- a) The costs of maintaining the remote workplace (such as insurance, heat, and hydro)
- b) Using supplies, equipment and electronic networks belonging to the Employer only for the purposes of carrying out the Employer's work unless otherwise authorized by the Employer.

Expenses

Any expenses incurred by remote working will be reimbursed in accordance with Article 12 of the Collective Agreement.

Data security

Unless otherwise agreed, Employees must use CFS-provided computers when working remotely to ensure that the appropriate software and programs are being used while maintaining data security and confidentiality. All completed and working copies of documents must be saved on the CFS online file management platform with limited access so that information is available to those who may require its use from the organization's worksites.

Employees shall ensure that all computers and electronic devices are set up and used according to the specifications of CFS. Employees will request help from the Employer if needed to ensure the specifications are met.

The Employer will provide Employees with the necessary support to ensure all confidential or proprietary information is secure. Employees must report any security breaches to the Employer immediately.

MEMORANDUM OF UNDERSTANDING

between

CANADIAN FEDERATION OF STUDENTS & CANADIAN FEDERATION OF STUDENT SERVICES
(herein referred to as the “Employer”)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1281(CFS)
(herein referred to as the “Union”)

(Together “the Parties”)

Re: Overtime

WHEREAS the Employer recognizes that there are Employee with excessive overtime banks some with more than seventy-five (75) hours accrued.

WHEREAS the Union members have indicated their desire to have the option to have overtime paid out.

WHEREAS the Employer has indicated that the pay out of banks would be fiscally burdensome.

NOW THEREFORE to rectify this matter, the Parties agree to the following:

- Any current Employee with over seventy-five (75) hours of overtime banked as of August 31, 2023, shall retain their overtime and any additionally accrued overtime shall be paid in accordance with Article 12.
- These Employee shall have 18 months from the date of ratification to take time off in lieu and deplete their banks to less than 75 hours.
- Nothing in the forgoing relinquishes the Employer from the obligation to pay out overtime at the end of an employee's employment.

**COLLECTIVE AGREEMENT BETWEEN -
CANADIAN FEDERATION OF STUDENTS (SERVICES) AND CUPE LOCAL 1281**

Dated at Ottawa, Ontario this _____ of _____, 2023.
FOR THE UNION: FOR THE EMPLOYER:

Jesse Sutherland, Unit Steward

Brieanne Berry Crossfield

Taylor Kociszewski, National Representative

Natalia Tola

Amanda White, Member at Large

Kris Reppas

James Casey, Member at Large

Benjamin Segobaesto

Laura Cutmore