

# **COLLECTIVE AGREEMENT**

Between



The Canadian Union of Public Employees and its  
**Local CUPE 1281**

And

**Ryder Wright Holmes Bryden Nam LLP**

**Expires on June 30, 2028**

<b>Definitions</b>	<b>4</b>
<b>Article 1 - Purpose</b>	<b>4</b>
<b>Article 2 - Employer's Functions</b>	<b>5</b>
<b>Article 3 - Recognition and Job Security</b>	<b>5</b>
<b>Article 4 - No Discrimination/ Harassment</b>	<b>5</b>
<b>Article 5 - Union Security and Label</b>	<b>7</b>
<b>Article 6 - Union Dues</b>	<b>8</b>
<b>Article 7 - Union Representation</b>	<b>8</b>
<b>Article 8 - Educational Responsibilities</b>	<b>10</b>
<b>Article 9 – Grievances</b>	<b>11</b>
<b>Article 10 - Arbitration</b>	<b>13</b>
<b>Article 11 - Discipline</b>	<b>13</b>
<b>Article 12 - No Seniority</b>	<b>15</b>
<b>Article 13 - Hiring</b>	<b>15</b>
<b>Article 14 - Layoffs and Recalls</b>	<b>16</b>
<b>Article 15 - Holidays</b>	<b>16</b>
<b>Article 16 - Vacations</b>	<b>17</b>
<b>Article 17 - Sick Leave</b>	<b>17</b>
<b>Article 18 - Leaves</b>	<b>18</b>
<b>Article 19 - Payment of Wages and Allowances</b>	<b>20</b>
<b>Article 20 - Hours of Work</b>	<b>22</b>
<b>Article 21 – Severance Pay</b>	<b>22</b>
<b>Article 22 - Labour/Management Committee</b>	<b>23</b>
<b>Article 23 - Technological Change and Equipment</b>	<b>23</b>

<b>Article 24 - Benefits</b>	<b>23</b>
<b>Article 25 - Health and Safety</b>	<b>23</b>
<b>Article 26 - Copies of Agreement</b>	<b>24</b>
<b>Article 27 - No Strikes or Lockouts</b>	<b>24</b>
<b>Article 28 - Duration of Agreement</b>	<b>24</b>
<b>Appendix 1 - Wages</b>	<b>26</b>
<b>Appendix 2 - Supplemental Unemployment Benefit (SUB) Plan</b>	<b>26</b>

## **Definitions**

**Employer:** Ryder Wright Holmes Bryden Nam LLP

**Union:** The Canadian Union of Public Employees and its Local 1281.

**Employees:** Those individuals within the bargaining unit as defined in Article 3.

**Spouse:** Spouse means a person to whom a person is married, or with whom the person is living in a conjugal relationship outside of marriage.

**Lawyer:** Partner or Associate Lawyer or General Counsel of the Employer.

## **Article 1 - Purpose**

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and its Employees represented by the Union; to define clearly the hours of work, rates of pay, conditions of work, and educational responsibilities of the firm with respect to the students; and to provide for a method for the settlement of any differences which may arise.

1.02 Each of the parties recognizes that the employment relationship described in this Agreement is subject to the authority of the Law Society and its requirements, rules and regulations with respect to its Bar Admission Course as established by the Law Society from time to time. The Parties agree that in the event of any conflict between the provisions of this Agreement and the said requirements, rules and regulations of the Law Society, the said requirements, rules and regulations shall prevail and the Parties shall meet to amend the Agreement as required.

## **Article 2 - Employer's Functions**

- 2.01 The Union recognizes the function of the Employer to hire; transfer; maintain order and efficiency; assign and prioritize work; determine the standards of the work to be performed; establish and enforce working rules; and discipline, suspend, or discharge its Employees for just cause.
- 2.02 The Employer agrees to exercise such functions in a fair, reasonable, and equitable manner, and in a manner which is consistent with other provisions in this Agreement.

## **Article 3 - Recognition and Job Security**

### Recognition

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its articling students and summer students. Articling student refers to students who have completed an LLB or JD and have not been called to the Bar of the Law Society of Upper Canada. Summer students refers to students between the first year of their LLB or JD degree and their call to the Bar of the Law Society of Upper Canada and who are not articling students.

## **Article 4 - No Discrimination/ Harassment**

### No Discrimination

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

## Tests

- 4.02 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. Any tests required by the provider of the health benefit plan as outlined in Article 24 shall be exempt from this provision.

## Definition of Harassment

- 4.03(a) Harassment shall be defined as offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on a ground prohibited under Article 4.01.

Sexual harassment shall be defined as any harassment because of sex, sexual orientation, gender identity or gender expression that undermines an individual's health, job performance, workplace relationships, or endangers their employment status or potential. This includes, but is not limited to:

- i) Unnecessary touching;
- ii) Suggestive remarks;
- iii) Leering (suggesting staring);
- iv) Compromising invitations;
- v) Demands or requests for sexual favours; and
- vi) Physical assault.

- 4.03(b) The Employer agrees that there shall be no form of harassment exercised or practiced with respect to any Employee on a ground prohibited under Article 4.01. The Employer acknowledges that its obligation to provide a harassment free work environment includes taking reasonable measures to ensure that Employees are not harassed by clients of the employer, opposing counsel, or any other person with whom the Employee must interact in the course of her duties whether at the worksite or elsewhere.

- 4.03(c) The Parties acknowledge that the Employer's ability to prevent or address harassment is limited by the extent of control which the Employer has over the individuals and situations involved, by the obligations the Employer has to provide services to its clients, and by the obligations the Employer has under the Law Society's rules of professional conduct. The Employer understands that in situations where such limited control is claimed, the onus of proof of such limitations lies with the Employer and that any such claims are subject to the Grievance Procedure.

- 4.03(d) The Employer agrees that where an Employee alleges that they have been harassed in the course of their employment, whether a grievance under this Article has been filed or not, the Employee may request that contact with

the alleged harasser be discontinued. Such request shall not be unreasonably denied. An Employee shall suffer no penalty or reprisal for raising a bona fide allegation of harassment.

4.04 Harassment-free Workplace Postings

The Employer agrees to prominently post a sign, containing a Union logo, declaring that its premises are a harassment free workplace.

4.05 It is agreed between the Parties that they are desirous of having the bargaining unit reflect the full diversity of society. In particular the Parties agree that Aboriginal people, people with disabilities, members of racial minorities, women, lesbian, gay, transgendered and transsexual students shall be particularly encouraged to apply. The Employer shall ensure that special provisions are included in the post-application hiring process in order to encourage an equitable reflection of diversity.

Personal Rights

4.06 The rules, regulations, and requirements of employment shall be limited to matters pertaining to the duties and obligation of the Employees. Employees shall not be required to perform personal services for supervisors or other representatives of the Employer.

**Article 5 - Union Security and Label**

Union Membership

5.01 The Employer agrees that all Employees, as a condition of continuing employment, shall become and remain members in good standing of the Union during the life of the agreement. It shall be the responsibility of the Union to convey to new Employees all information concerning benefits of the Union.

New Employees

5.02 The Employer agrees to inform all new Employees that a Union agreement is in effect and to provide a copy to the Employee upon commencement of employment.

5.03 In order to make the general public aware of the benefits of a Unionized workplace, the CUPE Union label shall be displayed in a prominent position in the office.

## **Article 6 - Union Dues**

### Check-off

- 6.01 The Employer shall deduct from every Employee the amount authorized as Union dues, and assessments, once each pay period.

### Deductions

- 6.02 Deductions shall be made from each payroll, and forwarded once per month, not later than the fifteenth day following the end of each month, to the Secretary-Treasurer of the Union. This payment shall be accompanied by a list of all Employees from whose wages the deduction have been made, such list to include the following information: first name, last name, position, home address, personal telephone number, personal email address, salary, and amount of deduction.

### Dues Receipts

- 6.03 At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member the previous year.

## **Article 7 - Union Representation**

### Authorization

- 7.01 No Employee or group of Employees shall represent the Union in any meeting with the Employer without proper authorization of the Union. The Employer shall provide the Union with the names, addresses and telephone numbers of its personnel with whom the Union may transact business arising from this Agreement. The Union shall provide the Employer with the name(s) of the sub-local's steward(s) with whom the Employer may transact business arising from this Agreement.

### Shop Steward

- 7.02 On an annual basis the Union shall appoint a Shop Steward, who has been elected by and from the members of the bargaining unit as defined in Article 3.01, to represent them to the Employer, in a manner that is consistent with the terms of this Agreement, and which is not arbitrary, discriminatory or in bad faith. The Shop Steward shall be assumed to be the Employer's point of contact for all purposes of this Agreement, except where otherwise provided.

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 designated Union representative will be appointed to act as the point of contact with the Employer.

#### Assistance of Representatives

- 7.03 Employees and the Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees, and its Local 1281, in dealing or negotiating with the Employer. Representatives of the Union, including on-site stewards shall have the right to contact workers at work on matters respecting this Agreement or its administration without loss of pay to either the steward or worker. Upon prior notice, such representatives shall have access to the Employer's premises to assist in the settlement of grievances as defined in Article 9.

#### Bargaining Committee

- 7.04(a) Members of the Union's Bargaining Committee shall have the right to attend negotiating sessions held within working hours without loss of pay to a maximum of two (2) full days per member of the bargaining committee per round of negotiations.
- 7.04(b) The Union and the Employer will advise each other of the names of the members of their respective bargaining committees at the commencement of negotiations for the renewal and/or amendment of this Agreement. The Union will be entitled to select a negotiating committee of no more than three persons and at least one member shall be selected by the CUPE Local 1281 Executive Committee to act as the Union's designated representative. The Employer will select a negotiating committee of not more than three persons and not less than two persons.
- 7.04(c) In the event that either party wishes to meet to negotiate to amend this Collective Agreement, the meeting shall be held at a time and place fixed by mutual agreement. However, such meetings must be held not later than twenty (20) days after the request has been given, unless the parties mutually agree to extend the time line.

#### Technical Information

- 7.05 The Parties shall make available to each other on request, information required to in the nature of job descriptions, positions in the Bargaining Unit, job classifications, wage rates, students' billing statements, pension and benefit plans.

## Notice to the Union

- 7.06 Where notice or reply to the Union is required in the fulfillment of any clause of this Collective Agreement, such notice shall be in writing to the sub-local Steward, with a copy to the President of CUPE/SCFP Local 1281 at: Canadian Union of Public Employees Local 1281 via email at **president@cupe1281.ca** and forwarded via regular mail to #25 Wood St, Suite 102, Toronto, Ontario, Canada M4Y 2P9, or at such an address as identified by the Union. Any notice which does not meet this requirement shall be deemed to be null and void.

## In Writing

- 7.07 For the purposes of this Agreement the term “in writing” shall refer to a letter drafted on the Employer’s letterhead, which may be delivered by email.
- 7.08 The Employer agrees that Employees may make reasonable use of the Employer’s business equipment (including but not limited to computers, phones, fax machines, electronic mail, library resources, etc.) without charge to the Employee or the Union, to conduct business for the Union that is directly related to the administration of this Collective Agreement. It is understood that the Union will reimburse the Employer for any long distance telephone or fax charges incurred and that use of this equipment shall not unduly interfere with the Employer’s business.

## **Article 8 - Educational Responsibilities**

### Purpose of Articling

- 8.01(a) The primary objective of articling is the education of new candidates for admission to the Ontario Bar. Employees, as students, must learn the basic practical skills necessary for admission of the legal profession. A positive articling experience requires a thorough orientation, a balanced variety of educational work, constructive feedback and ongoing supervision and instruction.
- 8.01(b) The Employer acknowledges that in order for the evaluation process to be an effective educational tool, each Employee must be given a specific and constructive commentary on her work and how it can be improved.
- 8.01(c) The Employer encourages lawyers to provide students with informal feedback on work on an on-going basis. The parties agree that formal feedback avenues are not intended to replace or discourage informal constructive comments.

- 8.01(d) Within six (6) weeks of commencing employment, each Employee shall meet with their principal for an informal off the record evaluation of their performance.
- 8.01(e) After four (4) and eight (8) months of employment, each Employee will receive a written evaluation of their performance. This evaluation shall be in a form agreed to between the Parties. However, it is agreed that every lawyer will fill out an evaluation of each Employee with whom they have worked and that these evaluations shall not be anonymous. The Parties agree that the eight (8) month evaluation will constitute the mid-term evaluation for the purposes of the Law Society of Upper Canada.

#### Time Sheets

- 8.02(a) Time sheets, or number of docketed hours, shall not be used for the purposes of evaluation.
- 8.02 (b) Within five (5) calendar days of each evaluation, the Employee will receive such evaluation and be given the opportunity to respond in writing.
- 8.02 (c) It is agreed that these written evaluations will remain confidential within the firm unless required to be forwarded to the Law Society of Upper Canada. The Employee shall be notified whenever such evaluations are to be forwarded.

### **Article 9 - Grievances**

#### Definition

- 9.01 A grievance is defined as any difference or dispute between the Parties to this Agreement, relating to the interpretation, application, applicability, administration or alleged violation of this Agreement. A grievance shall also include any dispute as to whether a matter is grievable or arbitrable. The Employer recognizes that Employees have the right to assistance from representatives of the Union in preparing and presenting grievances throughout the grievance procedure.

#### Grievance Procedure

- 9.02(a) Grievances shall be dealt with in the following manner:

Step One: Grievances may be submitted in writing to an authorized representatives of the Employer within twenty-one (21) calendar days after

the grievor became aware, or reasonable ought to have been aware, of the circumstances giving rise to the grievance. At the request of the Union or the grievor a meeting with authorized representatives of the Employer shall be held with an authorized representative of the Union present to discuss the grievance but shall not extend the timelines for the Employer's response without the express consent of the Union. Where such a meeting is to be held, the Employer shall, ahead of such meeting advise the grievor of her right to have Union representation. The Employer shall give its decision in writing to the grievor and the Union within twenty-one (21) calendar days of the submission of the written grievance. If the decision is not satisfactory to the grievor or the Union, the Union may refer the matter to Arbitration within twenty-one (21) calendar days of receipt of the decision.

- 9.02(b) The time limits may be extended by mutual agreement.
- 9.02(c) Where no answer is given within the time limits specified herein, the Union shall be entitled to proceed to the next step of the Grievance Procedure.
- 9.02(d) The Union and its representatives shall have the right to originate a grievance on behalf of an Employee, or group of Employees, or the Union, and seek redress with the employer in the manner provided for in this Article.

#### Group Grievance

- 9.03 A group grievance shall be defined as a consolidation of similar individual grievances seeking common redress.

#### Policy Grievance

- 9.04 A policy grievance shall be defined as involving a question of general application or interpretation of this Agreement.

#### Technical Objections to Grievance

- 9.05 No grievance shall be deemed defeated or denied by any formal or technical objection. An Arbitrator or Arbitration Board shall have the power to allow any necessary amendments to the grievance, in order to determine the real matter in dispute and to render a decision which she deems just and equitable.

#### Confidentiality

- 9.06 The Parties recognize that certain grievances should be kept confidential between the Employer, including all partners whether directly involved in

the grievance or not, the Office Manager, the grievor and the Union. It is agreed that with the prior written consent of the Union and the grievor, the identity of the grievor and the specific instance giving rise to the grievance may be made more widely available within the firm.

## **Article 10 - Arbitration**

### Selection of Arbitrator

- 10.01(a) The party referring a grievance to arbitration shall, in its notice of intent to proceed to arbitration, suggest a person or persons to serve as a single Arbitrator. The other party shall respond within five working days either agreeing to the Arbitrator or suggesting alternative Arbitrators.
- 10.01(b) Where a single Arbitrator had been agreed upon by both representatives, the Arbitrator shall be requested, in writing, by the party requesting the arbitration, to set a place, time and date for the hearing within ninety (90) days of such request.
- 10.01(c) Where the parties are unable to agree upon a single Arbitrator, or where two Arbitrators have been selected but declined or were unable to set a hearing within ninety days specified, either party may request, in writing, to the Ontario Minister of Labour that she appoint an Arbitrator.
- 10.01(d) The Parties shall jointly and equally bear the fees and expenses of the Arbitrator.

### Authority of Arbitrator

- 10.02 The Arbitrator shall have no authority to add to, subtract from, modify or change the provisions of this Agreement or any expressly written amendment or supplement mutually agreed to and attached to the Collective Agreement, or to extend its duration, unless the Parties have expressly agreed, in writing, to give the Arbitrator specific authority to do so, or to make an award which has such effect.

## **Article 11 - Discipline**

### Just Cause

- 11.01 The Employer shall not discipline, suspend, or discharge an Employee without just cause.

## Progressive Discipline Procedure

11.02(a) The Employer accepts and gives effect to the principle of progressive discipline. The Employer recognizes that, prior to imposing discipline, and Employee must be made aware of the situation requiring correction, the standard required and must be given a reasonable opportunity to improve.

### 11.02(b) Letter of Warning

The first written disciplinary step taken by the Employer shall be the issuance of a letter of warning. Where a Letter of Warning is sent to an Employee, the Union and the Employee shall be the only parties to receive copies. The Letter of Warning shall:

(i) clearly state the act or omission, which is the subject matter of the complaint;

(ii) state that further disciplinary action may be imposed following a repetition of the act or omission which is the subject matter of the complaint; and

(iii) where the complaint concerns the standard of the Employee's work, the Employees shall be notified that further disciplinary action may imposed if the Employee fails to bring her work up to a reasonable standard by a given date to be determined by the Employer. Such date shall give the Employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning as is appropriate in the circumstances.

11.02(c) Notwithstanding 11.02 (a) and (b), in situations where an Employee commits an act of negligence or misconduct of sufficient gravity to warrant it, the Employer may discipline an Employee for just cause without having first issued a Letter of Warning or provided an opportunity to improve.

## Confidentiality

11.03 The Employer agrees that all correspondence and meetings relating to discipline procedures shall be kept strictly confidential between Employer, including all Partners of the Employer, the Office Manager, the Employee concerned and the Union.

## Disciplinary Files

11.04(a) Both parties agree that an Employee's employment file may contain entries of a disciplinary nature and that such files shall be deemed to be evidence of

progressive discipline which may be used in any directly related grievance and arbitration, subject to Article 11. An Employee must be made aware of any document being placed in her file before the document is placed in file. No document in the file may be released from the file physically or verbally except for internal and confidential use by the Employer, without the Employee's prior consent in writing, upon each occasion of such release.

- 11.04(b) An Employee shall have the right at any time to have access to and review her personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

#### Picket Lines

- 11.05 In the event that any persons involved in any dispute who are members of a bona fide trade Union engaged in a strike that is authorized by their Union, and maintain picket lines that are authorized by their Union, the Employees covered by this Agreement shall have the right to refuse to cross such picket lines without loss of pay. Failure to cross such picket lines or taking reasonable measures not to handle goods from that employer where a strike or lockout is in effect by members of this Union shall not be construed to be a violation of this Agreement, nor shall it be grounds for any disciplinary action. This clause shall not entitle an Employee to refuse to cross a picket line in order to service a client of the firm where it is determined by the Employer to be required in order to meet the professional obligations of the firm to its clients. If possible, the prior permission of the relevant local picket officers will be obtained.

### **Article 12 - No Seniority**

- 12.01 All Employees commencing their period of employment in the same calendar year shall be treated equally in all respects. There shall be no accumulation, nor recognition in any way, of seniority within the bargaining unit.

### **Article 13 - Hiring**

#### Union Notification

- 13.01(a) The Union shall immediately be notified of all appointments, hiring and terminations of employment within the bargaining unit in writing.
- 13.01(b) All materials sent to prospective bargaining unit Employees shall state prominently that the position offered is Unionized with CUPE Local 1281.

## **Article 14 - Layoffs and Recalls**

### Layoff

- 14.01 The Employer agrees that there shall be no layoffs of any bargaining unit position or Employee during the life of this Agreement.

## **Article 15 - Holidays**

- 15.01(a) Employees shall be given the following paid holidays:

- New Year's Day;
- Family Day;
- Good Friday;
- Easter Monday;
- International Women's Day
- May Day
- Victoria Day;
- Canada Day;
- Civic Holiday;
- Labour Day;
- National Day of Truth and Reconciliation
- Thanksgiving Day;
- Christmas Day;
- 24<sup>th</sup> and 26<sup>th</sup> Days of December; and
- any other such day as declared by the federal, provincial, or municipal government.

Such holidays shall normally be taken on the day they occur. Employees may substitute a day-in-lieu for holiday only on the prior approval of the Employer.

The Employer shall issue a written notice proclaiming its recognition of International Women's Day (March 8<sup>th</sup>) and of The International Day of Mourning (April 28<sup>th</sup>).

Such proclamation shall inform Employees about and encourage Employees to participate in the celebration of International Women's Day and the commemoration of The International Day of Mourning.

- 15.01(b) In the event that a holiday occurs on a Saturday or Sunday, the day to be observed as the holiday will be mutually agreed to by the Parties not less than thirty (30) calendar days prior to its observance.
- 15.01(c) The Employer recognizes that an Employee may, for religious reasons, wish

to observe other holidays other than or in addition to those listed in 15.01. In such cases, the Employee shall be entitled to observe such holidays either by substituting such holidays for holidays listed in 15.01 or by using other paid days off under this collective agreement.

## **Article 16 - Vacations**

- 16.01(a) Employees shall be entitled to a vacation with pay of four (4) weeks.
- 16.01(b) The Employer shall not unreasonably deny vacation as requested.
- 16.01(c) Sick leave will be substituted for vacation where an illness or accident occurs while an Employee is on vacation subject to the availability of sick leave credits.
- 16.01(d) When a holiday as listed in Article 15.01 falls within an Employee's vacation period, her vacation shall be extended by one (1) day, either at the beginning or the end of the vacation period, at the Employee's choice.

### **Unused Vacation Entitlement**

- 16.02 At the completion of the term of employment, termination or resignation, an Employee shall be paid for all vacation entitlement not yet taken.

## **Article 17 - Sick Leave**

### **Definition**

- 17.01 Sick leave is the period of time an Employee is absent from work with full pay and benefits by virtue of being sick or disabled, exposed to a contagious disease, or under compulsory quarantine, under examination or treatment of a physician, chiropractor, naturopath, or dentist.

### **Sick Leave Credits**

- 17.02(a) Employees are entitled to sick leave with pay to the extent of their sick leave credits.  
Each Employee shall accumulate sick leave credits at the rate of one-and-one-half (1.5) sick leave credits per month of employment. Upon commencement of employment, each Employee will be credited with her first four (4) months accumulation.

- 17.02(b) An Employee may be required to produce a certificate from a medical practitioner for any absence under Article 17.01 in excess of five (5) working days. The Employer shall reimburse the Employee for any fees charged for the issuance of said certificate.

## **Article 18 - Leaves**

### **Requests**

- 18.01 All requests for leave shall be made in writing to the employer, indicating the time(s) and date(s) being requested. No request for leave shall be denied solely because the Employee did not submit her request in time.

### **Union Business**

- 18.02(a) Subject to 18.02(d), upon request at least two (2) working days in advance, Employees shall be entitled to leave without pay in order to process CUPE Local 1281 grievances other than under this Agreement;
- 18.02(b) Subject to 18.02(d), upon request at least fourteen (14) calendar days in advance, Employees shall be entitled to leave without pay in order to attend the CUPE National Convention, CUPE Ontario convention, CUPE Local 1281 Convention; other CUPE Local 1281 General Membership Meetings or Stewards' Councils, for a maximum of eight (8) working days in a twelve (12) month period; and
- 18.02(c) No one Employee shall take advantage of these provisions on more than five (5) occasions totaling no more than twelve (12) working days.
- 18.02(d) The Employer shall pay the Employee for a maximum of three (3) days of the leaves identified in 18.02(a) and 18.02(b).
- 18.02(e) Upon request at least fourteen (14) calendar days in advance, Employees shall be entitled to leave without pay in order to engage in the following types of Union business:
- Service on an Arbitration board to which an Employee has been nominated, to a maximum of three (3) days per Employee per year; and
- Any other Union business as agreed between the Parties in excess of the times set out above.

### **Witness Leave**

- 18.03 The Employer shall grant leave of absence to an Employee who serves as a

witness. The Employer shall pay such Employee the difference between her normal earnings and benefits and the payment she receives for services as a witness, excluding payment for traveling, meals, and other expenses.

#### Compassionate Leave

18.04 An Employee shall be granted, upon request:

- a) a minimum of five (5) regularly scheduled working days leave with pay in the case of pressing family considerations, or the death of a parent, partner, sibling or child;
- b) a minimum of three (3) regularly scheduled working days leave with pay in the case of pressing family considerations or the death of parent-in-law, sibling-in-law, sibling, or grandparent.
- c) Where burial takes place more than one thousand (1000) kilometers from the place of residence of the Employee, an additional two (2) days leave with pay shall be added to such compassionate leave. Additional paid leave may be granted for exceptional situations including, but not restricted to, the death of the individuals not listed above.

#### Parental Leave

18.05 Employees shall be eligible for coverage under the terms of the Employer's Supplemental Unemployment Benefits (SUB) Plan. The Employer's SUB Plan is hereby directly incorporated into the collective agreement. It is understood that this is subject to the approval of the SUB Plan by the appropriate federal authorities. The Employer agrees to use its best efforts to take the necessary steps to seek such approval.

#### Emergency Leave

18.06 In the event of a bona fide emergency not covered elsewhere in Articles 18 or 19, leaves without pay of up to three days per year shall be granted upon verbal or written request. The Employer agrees that approval will not be denied solely because the Employee was unable to make a written request before beginning the leave, provided that she does so as soon as practicable. In the case of verbal request, the Employee shall obtain written approval as soon as possible, a copy to be forwarded to the Employer.

#### Time off for Elections

18.07 Employees shall be allowed four (4) consecutive hours off before the closing of polls in any federal, provincial, or municipal election or referendum without loss of wages or benefits.

## Assistance with Political Campaigns

- 18.08 An Employee wishing to participate in a municipal, provincial, or federal election campaign shall be entitled to an additional paid day of leave on any or all municipal, provincial or federal election days for the purposes of working on the campaign.

## **Article 19 - Payment of Wages and Allowances**

### Pay Days

- 19.01(a) The Employer shall pay salaries bi-weekly on Thursdays in accordance with Appendix 1. Each payday, each Employee shall be provided with an itemized statement of her salary and deductions.
- 19.01(b) The Employer will use its best efforts to ensure that Employees receive their pay without interruption during their vacation period.
- 19.01(c) Employees shall receive four and a half (4.5) weeks' salary within one (1) week of commencing the Licensing Process (Skills & Responsibilities) phase. This clause shall be retroactive to the 2006/2007 articling year.

### Holiday Pay

- 19.02(a) Employees required to work on a holiday, as per Article 15, shall be paid two (2) times the normal rate of pay of the Employee as per Appendix 1 for every hour. Such requirement shall be in writing.
- 19.02(b) For the sole purposes of Clause 19.02 (Holiday Pay), the hourly rate shall be calculated as the weekly salary (as per Appendix 1), divided by forty (40) hours.

### Kilometrage Allowance

- 19.03 Kilometrage rates paid to Employees using their own automobiles for the Employer's business, upon approval of the Employer, shall be paid at the current CRA rate. As a condition of employment, the Employer does not require anyone to own a car. When transportation is required, the Employee may elect to use their own car at the approved kilometrage rate. If an Employee does not elect to use their car, or if they do not own a car, the Employer will, if necessary, provide transportation appropriate to the occasion at the Employer's expense.

## Meal Allowance

- 19.04           Should the Employer request that an Employee work past 7:00 p.m. while the Employee is working on site from the Employer's physical office, the Employee shall be entitled to a meal allowance to a maximum of twenty five dollars (\$25) per occurrence. Such request by the Employer shall be in writing.

## Travel and Night Travel Allowance

- 19.05(a)       The Employer shall provide each Employee with a monthly sum equivalent the cost of a TTC Metro Pass.
- 19.05(b)       When the Employer requests that an Employee work past 7:00 p.m., or starts earlier than 7:00 am, or if the Employee is reasonably concerned about her safety, taxi service to and/or from the home of the Employee shall be provided by the Employer. Such request by the Employer shall be in writing.

## Professional Development Allowance

- 19.06(a)       The Employer recognizes that professional development is an integral part of the articling experience and that attendance at professional development activities is part of the work duties of an articling student. The Employer agrees to provide each Employee with an allowance of five hundred dollars (\$500) to be used for the professional development of the Employee. The Employer agrees to consider providing additional sums for professional development in particular situations where in its discretion it feels such additional sums are warranted.
- 19.06(b)       Where, because of circumstances beyond the control of either the Employer or the Employee, attendance at such professional activities is not possible due to other work restrictions and/or considerations, the Employee shall be allowed to use at least two hundred and fifty dollars (\$250) of the Professional Development Allowance for use in attending future professional activities. Such monies should be used within three (3) months after the end of the articling term.

## Application Fees and Tuition Fees

- 19.07           The Employer shall pay the full cost of all application fees tuition fees and Call to the Bar fees for the licensing process established by the Law Society of Upper Canada, or their equivalents in another jurisdiction. Such amount shall not exceed the cost of the equivalent fee or tuition in Ontario, whether

registration in these programs is deferred past the period of employment or not.

- 19.08 Articling students will be entitled to complete requirements of the Professional Responsibility and Practice Course during working hours and on the Employer's premises. Time spent on the Course will be considered time worked.

#### Childcare Benefits

- 19.09 Should the Employer request in writing that an Employee work past 8:00 p.m. or on the weekend the Employer shall pay the Employee's childcare costs for children 0-12 years upon prior approval and presentation of receipts, up to the amount of twelve dollars (\$12) per hour of child-care service provided.

#### **Article 20 - Hours of Work**

- 20.01 The Parties acknowledge that the work of a law firm, and particularly a litigation practice, fluctuates and that there can therefore be no fixed or set hours of work for Employees. The Employer recognizes, however, that Employees have interests and obligations outside the workplace and is committed to providing a workplace where hours of work are, to the extent possible, flexible where Employees are not expected to work excessive hours on an ongoing basis.
- 20.02 The Employer agrees to designate one Partner to act as "Student Work Coordinator" (SWC). The SWC will meet on a regular basis with Employees to review the work of the Employees including the amounts of work being assigned, the nature of the work being assigned, or any imbalances in the amount or nature of work between Employees. The Employee shall be clearly informed of the name of the designated Partner who will act as the SWC.
- 20.03 Where an Employee has worked an excessive number of hours she may request of the Employer, through the SWC, that consideration be given to granting time off with pay in the recognition thereof. Such request shall not be unreasonably denied and the Employer shall make every reasonable effort to grant such time off with pay.

#### **Article 21 - Severance Pay**

- 21.01 If, as a result of the Employer ceasing part of the operations, or if by reason of any changes in operating methods, the Employer is unable to provide work for a displaced Employee at the same regular rate of pay which meet the requirements of the Articling portion of the Bar Admission process of the Law

Society of Upper Canada, the Employee shall be given thirty (30) days' notice or severance pay on the basis of four (4) weeks' pay at the regular rate of the position last held by the Employee.

## **Article 22 - Labour/Management Committee**

22.01 At the request of either party, meetings will be held between representatives of the Employer and representatives of the Union to discuss any question, excluding grievances, which may arise in connection with established procedures, as well as any suggestions which may be forth coming to improve the conduct of the operations of the Employer, or the relations between the two Parties to this Collective Agreement.

## **Article 23 - Technological Change and Equipment**

### Training

23.01 In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by an Employee or Employees under the present methods of operation, the Employer shall provide training for the Employee(s) affected, at the Employer's expense.

### Equipment

23.02 The Employer, at the Employer's expense, shall ensure that each Employee is provided with a computer which is in good working order, and is adequate for the performance of the Employer's duties.

## **Article 24 - Benefits**

### Health Insurance Plan

24.01 The Employer shall pay the entire cost of premiums for each Employee for the plan appended to this Agreement at the single or family rate for all time worked under this Agreement. Should this plan not be available, a plan equal in every material way shall be provided.

## **Article 25 - Health and Safety**

25.01 The Employer shall make all reasonable provisions for the health and safety of Employees during working hours, and the Union may, from time to time, bring to the attention of the Employer any suggestions in this regard.

## Computer Stations

- 25.02(a) Pregnant Employees shall have the right to refuse to work at computer stations with video display monitors which emit radiation.
- 25.02(b) The Employer agrees to supply computer-screen filters for all Video Display Terminals in the workplace.

## **Article 26 - Copies of Agreement**

### Employer Provides Copies of Agreement

- 26.01 The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement, and her rights and duties under it. The Employer shall bear the costs of producing copies of the collective agreement for each member of the bargaining unit.

## **Article 27 - No Strikes or Lockouts**

- 27.01 For the duration of this Collective Agreement, there shall be no strike or lockout, as defined by the Ontario Labour Relations Act.

## **Article 28 - Duration of Agreement**

- 28.01 This Agreement shall continue in force and effect from July 1, 2024 to June 30, 2028. Either party to this Agreement may, not more than ninety (90) days prior to June 30, 2028 present the other party, in writing, either proposed terms of a renewal of this Agreement and/or amendments to the Agreement, or inform the other party in writing that they wish to renew and/or amend the Collective Agreement. A meeting shall be held within twenty (20) days, at which time the parties will commence negotiations on the proposed amendments and/or terms of a new agreement.

Failing agreement by June 30, 2028 this Agreement shall continue in force until a new agreement is executed, or until such time, as defined by the Ontario Labour Relations Act, as the parties gain the right to strike or lock out.

In witness whereof, the Parties hereto have caused this Agreement to be signed by its duly authorized representatives in Metropolitan Toronto this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

For the Employer

Ed Holmes  
Ed Holmes (Jul 16, 2024 11:42 EDT)

[Signature]

\_\_\_\_\_

For the Union

[Signature]  
Heather Murray (Jul 16, 2024 13:51 EDT)

[Signature]  
Carlos Daniel Perez (Jul 16, 2024 14:00 EDT)

\_\_\_\_\_

### **Appendix 1 - Wages**

The weekly salary for Bargaining Unit members shall be as follows:

July 1, 2024 to June 30, 2025  
\$1700.00 per week

July 1, 2025 to June 30, 2026  
\$1734.00 per week

July 1, 2026 to June 30, 2027  
\$1768.68 per week.

July 1, 2027 to June 30, 2028  
\$1804.05 per week

### **Appendix 2 - Supplemental Unemployment Benefit (SUB) Plan**

The Employer agrees to use its best efforts to have its existing SUB plan amended to cover Employees who have worked for the Employer for six (6) months or who are eligible for Unemployment Insurance benefits