

COLLECTIVE AGREEMENT

BETWEEN

festival of working people and the arts
MAYWORKS
20+ years strong

AND

CUPE·SCFP / Canadian Union of Public Employees
Syndicat canadien de la fonction publique
LOCAL 1281

October 1, 2024 – September 30, 2027

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ARTICLE 1 – PURPOSE

1.01 The general purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and its employees represented by the Union and to set forth agreement covering rates of pay and other working conditions. The parties agree to conduct their employment relations involved in the administration of this Agreement in good faith.

ARTICLE 2 – MANAGEMENT FUNCTIONS

2.01 Without limiting the generality of the above, these rights include, but are not limited to, the right to:

- (a) hire, classify, direct, promote, retire, transfer, layoff or recall, and to discharge, reprimand, suspend, demote or otherwise discipline employees for just cause;
- (b) determine the requirements of a job and the standards of the work to be performed;
- (c) expand, reduce, alter, combine, transfer or cease any job, department, operation or service;
- (d) determine the size and composition of the work force;
- (e) make or change rules, policies and practices provided that such rules, policies and practices shall not be inconsistent with the terms of this Agreement;
- (f) maintain order and efficiency and otherwise generally manage the workplace, direct the work force and establish terms and conditions of employment not in conflict with the provisions of this Agreement.

2.02 In the event it is alleged that the Employer has exercised any of the foregoing rights contrary to the provisions of this Agreement, the matter may be made the subject of a grievance.

2.03 Employer's Representative

The Executive Director has the final authority to represent the Employer to the Union and Employees, and they shall act in a manner that is consistent with the terms of this Agreement, and is not arbitrary, discriminatory or in bad faith. The Executive shall be the Union's point of contact for all purposes of this agreement, except where otherwise explicitly provided herein. The Board of Directors will designate one of the Executive Committee as the Employer's

Representative if involvement of the Board is needed to resolve any complaint and/or grievance.

ARTICLE 3 – RECOGNITION

- 3.01** The Employer recognizes the Union as the exclusive bargaining agent for all employees of Mayworks Festival of Working People and the Arts save and except Supervisors, persons above the rank of Supervisors and persons retained on a "fee for service" basis, or as independent contractors.
- 3.02** For clarity, the job description in Article 35 – Job Descriptions shall apply for the term of this Collective Agreement.
- 3.03** For the purposes of this Collective Agreement "employee" means a member of the bargaining unit and "her" refers to any person.
- 3.04** The Employer agrees that no duties or services performed by Employees shall be: subcontracted; transferred; leased; assigned; or conveyed, in whole or in part, to any other person, company or non-bargaining unit Employee. Delegation of tasks to volunteers shall not lead to a reduction of hours for Employees. The contracting of job tasks due to vacancies may be addressed by the Employer subject to the provisions of this collective agreement.
- 3.05** All pronouns in this agreement (he/she) shall be amended to neutral pronouns (they/them). Wherever pronouns appear, they shall mean all genders.
- 3.06** **Employee List**

The Employer will provide a list of all bargaining unit members to the Union in writing within one (1) month of their offer of hire and no later than one (1) month of their contract starting. This list shall include the name of employees, their start date and contact information including phone and home address. The employee contact list shall be submitted to the Local Union's office via postal mail and via electronic mail to president@cupe1281.ca.

ARTICLE 4 – NO DISCRIMINATION

- 4.01** (a) The Employer and the Union agree there shall be no discrimination, interference, restriction, harassment or coercion exercised or practiced with respect to any member of the bargaining unit or applicant for employment in any matter concerning the application of the provisions of this Agreement by reason of race, ancestry, native language, place of origin, colour, ethnic origin, citizenship, creed, sex, gender, age, political or religious affiliations, beliefs or activities, sexual orientation, gender expression, gender identity, class, record of offences except

where it relates to a bona fide qualification because of the nature of employment, marital status, family status, parental status, number of dependents, place of residence, Acquired Immune Deficiency Syndrome (AIDS), AIDS related illnesses, AIDS-related complex (ARC), positive Human Immune Deficiency Virus (HIV) test, immune status, illness or hidden or visible disability where it does not prevent the usual performance of the required duties of the position, receipt of public assistance, pregnancy, nor by reason of membership or non-membership or activity or lack of activity in the Union, nor by reason of the exercise of any of the rights contained in this Agreement.

(b) The parties agree that Employees in same-sex relationships shall be deemed to have the same marital and family status as employees who are married or in common-law relationships with respect to all matters covered by this Agreement.

- 4.02** No Employee or applicant for employment shall be required to perform duties of a personal nature not connected with the approved operations of the Employer.
- 4.03** No Employee or applicant for employment shall be required to submit to a blood test, lie- detector test, or any other test of illness or drug dependency.
- 4.04** When an applicant is hired under Article 6 – Workplace Equity such hiring shall be deemed non-discriminatory.

ARTICLE 5 – NO HARASSMENT

- 5.01** The Employer shall not harass employees, prospective employees, or employee representatives or demean their work. The Employer agrees that there shall be no form of sexual, gender, racial/ethnic harassment and anti-semitism, harassment based on hidden or visible disability, or any harassment exercised or practised by reason of any of the grounds set forth in Article 4.01.
- 5.02** The Union and the Employer recognize the right of employees to work in an environment free from harassment, and agree to take all possible and appropriate action to foster such an environment.
- 5.03** (a) Harassment in the workplace includes threats or a pattern of aggressive, or insulting behaviour by a person in the workplace, where the person knows or reasonably ought to know that his or her behaviour is likely to create an intimidating or hostile workplace environment.

Disciplinary action by the Employer is not, in and of itself, harassment.

- (b) Harassment shall be defined as any vexatious comment or conduct that is known or should reasonably be known to be unwelcome, such as:
- (i) unwelcome remarks, jokes, innuendos, or taunts about a person;
 - (ii) insulting gestures or practical jokes of a nature which cause awkwardness or embarrassment;
 - (iii) offensive comments and/or actions which demean, humiliate or threaten an individual or group;
 - (iv) displaying or distributing pornographic, pin-up pictures, graffiti or other offensive pictures or written material;
 - (v) leering (suggestive staring);
 - (vi) refusing to talk to, or work with, a person by reason of any of the prohibited grounds;
 - (vii) demands for sexual favours or unwanted sexual overtures;
 - (viii) unnecessary physical contact, such as touching, patting or pinching;
 - (ix) sexual assault;
 - (x) physical assault;
 - (xi) reprisal or threat of reprisal against any griever, witness or any person involved in the investigation of a grievance under this Agreement.

5.04 Sexual Harassment shall be defined as:

- (a) unwanted attention of a sexually oriented nature made by a person(s) who knows or ought reasonably to know that such attention is unwanted; and/or
- (b) expressed or implied promise of reward for complying with or submitting to a sexually oriented request or advance; and/or
- (c) expressed or implied threat of reprisal for not complying with or submitting to a sexually oriented request or advance; and/or
- (d) sexually oriented remarks and/or behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work.

5.05 Gender/Transgender 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 the basis of sexual orientation or gender. Gender/Transgender Harassment also includes discrimination, alienation, intimidation, and silencing or the differential treatment of a person as a result of their gender identity.

5.06 Racial Harassment and Anti-Semitism shall be defined as offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s)

and/or cause personal humiliation, on the basis of race, creed, colour, place of origin, ethnic origin, citizenship and/or ancestry.

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

5.08 Hidden or visible disabilities may include but are not limited to:

- a) Physical disability such as any degree of paralysis, amputation, lack of physical coordination, visual impediment, deafness, hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or on a wheelchair or other remedial appliance or device
- b) Mental health issues faced by consumers/survivors of mental health services

5.09 Learning disability in one or more of the processes involved in understanding or using symbols or spoken language. Homophobia/heterosexism or harassment based on sexual orientation shall be defined as offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of sexual orientation.

5.10 Harassment from the Employer

Harassment from the Employer shall be defined as any vexatious comment or conduct, written or verbal that is known or ought reasonably to be known to be unwelcome. Any work-related complaints about Employees shall be directed to the Executive Director. If the harassment is against or involves the Executive Director, employees shall be directed to the Employer's Representative.

5.11 Personal/Performance Harassment

Any work-related or performance complaint expressed to an Employee or in a public forum, or addressed to anyone other than the Executive Director, whether expressed by the Employer, shall also be defined as personal harassment.

5.12 A grievance concerning the alleged breach of this Article may be submitted directly at STEP 1 (Article 10 - Grievances) of the grievance process within fifteen (15) working days of the most recent incident. Grievances under this clause will be handled with all possible confidentiality by all participants.

- 5.13** Where the alleged harasser is a person on the Management Committee, an alternate Mayworks Board member, who is mutually agreed to by the Union and the Management Committee, will take the alleged harasser's place, for the purposes of dealing with the grievance at STEP 1.

ARTICLE 6 – WORKPLACE EQUITY

6.01 Workplace Equity Statement

The parties understand that the “promotion of employment equity” is intended to achieve a workforce that is representative of all groups in the Greater Toronto Area. The parties will strive to meet this objective not simply because it is just, but also in order to remain relevant.

The parties acknowledge:

- a) that we live in a society rooted in oppression and inequalities
- b) that structural injustice and unconscious prejudice influence our experiences
- c) the need to compensate for these inequalities in the Employer's hiring policy
- d) the importance of incorporating the knowledge and guidance from oppressed people's experience within the organization.

The Employer and the Union agree on the non-existence and impossibility of a level playing field with regards to people's experience and job qualifications and methods of evaluating the above. It is recognized that a representative workforce will only be achieved by ensuring that designated equity group members are not only given fair opportunities in obtaining jobs but that they are also provided with a workplace that encourages them to stay and to advance to all positions in the organization. It is noted that the promotion of employment equity does not mean placing staff in positions for which they are not qualified or maintaining different performance expectations.

- 6.02** For the purposes of this agreement “designated groups” include the following identified groups as being disadvantaged in employment:

- Women
- Aboriginal women and men
- People with disabilities
- Racialized women and men
- Queer-identified (namely lesbians, gays, bisexual, trans-gendered people, transsexuals and inter-sexed people).
- Systemic bias based on class

- 6.03** The promotion of employment equity means:

1. Adopting special measures to correct systemic barriers in order to assure that designated equity-seeking groups are included not excluded.

2. The employer has a duty to accommodate all employees in designated groups, including a review of employment systems, policies and practices.
3. Maintaining fair and open recruitment and job selection procedures (including word-of-mouth recruitment for equity purposes only).

ARTICLE 7 – NO STRIKES OR LOCKOUTS

- 7.01** There shall be no strikes or lockouts so long as this Agreement continues to operate.
- 7.02** In the event that any employees working at the building where the Employer's office is located, other than those covered by this Agreement, engage in a lawful strike or are locked out, employees covered by this Agreement shall not be required to cross their picket lines and will continue on salary and will be expected to continue as much as possible with regular Mayworks duties.

ARTICLE 8 – UNION MEMBERSHIP

- 8.01** As a condition of employment, each employee shall become a member of the Union.
- 8.02** The Employer will deduct from each pay period of each bargaining unit member, a sum equal to the monthly union dues and/or assessments as certified to the Employer from time to time by the treasurer of the Union. The Employer shall remit the dues so collected to the Union monthly, accompanied by a list of names of employees from whose salaries dues have been deducted.
- 8.03** The Union shall be advised of all persons hired, their employment category, home address and telephone number, as well as of temporary promotions, transfers and terminations.
- 8.04** In order that festival goers and supporters be aware of the benefits of unionized arts organizations, all reasonable efforts will be made to have the CUPE 1281 union label included in the organization's printed and electronic publicity and materials.

ARTICLE 9 – UNION REPRESENTATION

- 9.01** In order that no individual employee or group of employees shall undertake to represent the Union without proper Union authorization, the Union shall provide the Employer, in writing, with the names and locations of all its Union representatives. The Employer shall be required to recognize such representatives only from the date of receipt of such notice.

9.02 (a) The Union acknowledges that its representatives have their duties to perform as employees of the Employer, and agrees that such persons shall not request nor be granted unreasonable amounts of time off from work to attend to Union business.

(b) Shop Steward

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 Three, to represent them to the Employer, in a manner that is consistent with the terms of this Agreement, and is not arbitrary, discriminatory or in bad faith. The Shop Steward shall be assumed to be the Employer's point of contact for all purposes of this Agreement, except where otherwise provided. 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.

9.03 Notwithstanding Article 9.05, the Employer agrees to grant, without loss of normal salary, up to two (2) hours time off to attend regular membership meetings to a maximum of four (4) times per year provided that the Union notifies the Employer in writing at least five (5) working days prior to such meetings.

9.04 Representatives may be granted reasonable time off without loss of normal salary in order to investigate the circumstances surrounding a Union member's grievance or alleged grievance and to confer with the Union member concerned. It is understood that this clause applies to meetings held during the employee's normal working hours and that no compensation will be granted for meetings extending beyond or commencing prior to the employee's normal working hours.

9.05 (a) The appropriate Union representative shall be permitted to meet with a new employee once, any time prior to completion of probation, for the purpose of explaining the benefits and duties of union membership. This meeting, which shall not exceed one (1) hour, may take place during working hours at the employee's request, at a time to be approved by the Employer.

(b) The Employer agrees that an employee may have a Union Steward present at a meeting, initiated by management, the purpose of which, as clearly stated in the meeting notification, is to discuss the employee's assigned responsibilities and/or performance in the workplace.

- (c) The Employer agrees that an employee may have a Union Steward present at a meeting, initiated by the employee, the purpose of which, as clearly stated in the meeting notification, is to discuss the employee's assigned responsibilities and/or performance in the workplace.

9.06 Negotiating Committees

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 to act as the Union's designated rep. The Union will advise the Employer of the names of the members of this committee at the time it gives notice to bargain to the Employer. The Employer will select a negotiating committee of not more than three persons and not less than two persons. The Employer will notify the Union of the names of this committee within five business days of the Union's notice to bargain.

- 9.07** Where notice or reply to the Union is required by any clause of this Collective Agreement, such notice shall be in writing to the shop steward, with a copy sent to the President of CUPE Local 1281 via email to: president@cupe1281.ca

And an email version to: president@cupe1281.ca

Any notice which does not meet the requirements of this clause shall render any such notice null and void.

ARTICLE 10 – GRIEVANCES

- 10.01** For the purpose of this Agreement "grievance" shall mean any difference or dispute arising between the parties to this Agreement concerning the interpretation, application, administration or alleged violation of this Collective Agreement whether between the Employer and any employee bound by this Agreement or between the Employer and the Union. Grievances shall be dealt with in the following manner.

- 10.02** With the exception of a grievance that may be submitted directly at STEP 1 as provided for in this Agreement, no grievance shall be deemed to exist unless the matter has been discussed by the employee, accompanied by a Union Steward, and the Executive Director. This discussion shall be requested by the employee or a Union Steward no later than fifteen (15) working days after the employee or the Union became aware, or reasonably ought to have been aware, of the circumstances giving rise thereto. The Employer's reply shall be

given to the employee or Union Steward no later than ten (10) working days following the discussion.

10.03 If the grievance is not settled as provided for in 10.02 above, it shall be set forth in accordance with Steps One to Three below.

10.04 A group grievance shall be defined as a grievance where two (2) or more employees allege that a specific provision or interpretation of the Agreement has been violated and request a common relief.

10.05 A policy grievance shall be defined as a grievance involving a question of general application or interpretation of an Article(s) of this Agreement, and may be submitted by the Union directly at STEP ONE.

10.06 (a) Step One:

1. The Union will file a written Grievance with the Executive Director within ten (10) business days of the date the incident first occurred, except for a grievance filed under Article 19 (Health and Safety) in which case the Union will have fifteen (15) business days or Harassment, in which case the Union will have thirty (30) business days.

2. The Executive Director will provide the Union with a written response within ten (10) business days.

3. The Union will seek to settle the dispute with the Executive Director to the satisfaction of the Union, which may include a meeting with an individual employee. The Griever has the right to be present at this step.

4. Failing resolution of the grievance to the mutual satisfaction of the Union and the Employer, either may request an escalation of the resolution process to Step Two within ten (10) business days of the issuance of the Employer's response.

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

(b) Step Two:

1. Failing resolution of the grievance under Step One, the Union shall request a meeting with the Employer's Representative and Executive Director to attempt to resolve the matter. This meeting will occur no later than ten (10) business days following the request.

2. Failing resolution of the grievance to the mutual satisfaction of the Union and the Employer, during the meeting either may request an escalation of the resolution process to Step Three after ten (10) business days following the last meeting attended by all parties.

3. Should no further request or response be brought forward by the Union within fifteen (15) business days following the last meeting attended by all parties, the matter will be considered to be resolved to the mutual satisfaction of the parties, and no further action will be expected or required.

(c) Step Three:

1. Failing resolution of the grievance under Step Two, the grievance will be resolved through the arbitration process as defined under Article 11 (Arbitration Clause).

ARTICLE 11 – ARBITRATION

11.01 If a grievance is not settled in STEP TWO, it may be taken to Arbitration under the provisions of Section 49 of the Ontario *Labour Relations Act* (Expedited Arbitration), no later than fifteen (15) working days following receipt of the Employer's written reply as required in STEP TWO.

11.02 The arbitrator shall hear and determine the matter in dispute, and issue an award, which shall be final and binding upon the parties to this Agreement. The arbitrator shall, however, have no authority to add to, subtract from, or alter any provision of this Agreement, nor make an award which has such effect.

11.03 The Griever and the Union Steward attending settlement meetings held by mutual agreement during the normal working day prior to arbitration hearings shall receive their normal salary. Each party shall bear the expenses of its representatives, participants and witnesses and for the preparation and presentation of its own case for arbitration. The fees and expenses of the arbitrator or Chair shall be borne equally by the parties.

ARTICLE 12 – SENIORITY

12.01 Seniority shall mean an employee's length of service, calculated from the original date of hire into the bargaining unit including all time worked prior to certification.

12.02 The Employer shall provide employees and the Union, every year on October

1, with an up-to-date seniority list which shall contain the name, self-identification of employee in a designated equity group, seniority, salary rate, address and position title of each bargaining unit member.

12.03 Probation Period

The Probation period for newly hired full-time employees shall be for a period of three (3) months.

The Probation period for newly hired part-time employees shall be 520 hours worked in their position calculated from the employees start date as a part-time employee, or six (6) months from the Employee's start date, whichever comes first.

The probationary period may be extended for one (1) further thirty (30) day period in the case of a full-time Probationary Employee. In the case of a part-time probationary employee, the period may be extended one (1) further one hundred and seventy (170) hours worked, or one (1) further sixty (60) day period, whichever comes first.

12.04 Probationary employees may be terminated for any reason that is not arbitrary, discriminatory or in bad faith and such termination is not grievable.

ARTICLE 13 – DISCIPLINE AND DISCHARGE

13.01 Just Cause

The Employer shall not discipline, suspend, or discharge an employee without just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the Employer. Failure to conform to the provisions of this article shall render the discipline, suspension, or discharge null and void.

13.02 Progressive Discipline Procedure

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

13.03 Extreme Situations

Notwithstanding the above, it is understood that the Employer reserves the right, in extreme situations, to discipline an employee for just cause without

having first issued a Letter of Warning pursuant to clause 13.05, subject to Articles 4 and 10. Extreme situations shall include those in which an Employee: jeopardizes the health and safety of other Employees, Managers, or festival participants; engages in conduct that places the functioning of the organization in jeopardy; or engages in violence, fraud, or theft.

13.04 Confidentiality

The Employer agrees to make every reasonable effort to ensure that all correspondence and meetings relating to discipline procedure shall be kept strictly confidential to the parties directly involved in the investigation and processing of the complaint.

13.05 Letter of Warning

No discipline may be imposed on any employee who has not first been sent 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 state that disciplinary action may be imposed, in accordance with the procedures herein contained, following a repetition of the act or omission which is the subject matter of the complaint and/or, where the complaint concerns the standard of the employee's work, if the employee fails to bring her work up to a reasonable standard by a given date to be determined by the Employer. Such date shall give the employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning.

13.06 Notification of Action

Before imposing discipline, the Employer shall notify the employee and the Union, in writing, of its decision to impose discipline, and shall include the reasons for such a decision.

13.07 Disciplinary Files

- 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 that may be used in any directly related grievance and arbitration, subject to 13.07 (b).
- b) The record of a disciplinary action and matters forming the basis of, or raised during, such a disciplinary action shall not be referred to or used against an employee after a period of twelve (12) months following such an action, unless a directly related disciplinary action occurs during such a period. In such

actions, the earlier action and matters forming the basis of, or raised during, such an action may be referred to or used against an employee for a further twelve (12) months following the subsequent disciplinary action. Any time during which an employee is on total layoff shall not be regarded as part of the twelve (12) months period(s) specified above. If twelve (12) months elapse without further similar or related incidents, this letter and all reference pertaining thereto shall be removed from the employee's personnel file.

- c) An employee shall have the right, with one (1) working day's notice, 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.

13.08 Picket Lines

In the event that any persons involved in any dispute who are members of a bona fide trade union engage in a strike that is authorized by their union, and maintain primary 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 an 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 disciplinary action.

ARTICLE 14 – RESIGNATION

An employee shall provide one (1) month's written notice of resignation where possible.

ARTICLE 15 – PERMANENT WORK, VACANCIES AND JOB POSTINGS

15.01 Commitment to Permanent Work

The Union and the Employer share the objective of providing regular permanent employment to the extent that it is possible and mutually agreeable. To this end the Union and the Employer shall seek to retain the current permanent positions as listed under Article 35 (Job Descriptions). Further, in the event of reduction in hours or vacancy in a position due to budget reductions, the Employer shall seek methods to ensure that new funding is sought out immediately to prioritize the restoration of regular hours in these positions.

15.02 Definition of Vacancy

For the purpose of this Article, "Vacancy" shall be defined as any position listed under Article 35 (Job Descriptions), which becomes vacant whether through layoff, discharge, resignation, or retirement or any permanent position created by the Employer which has yet to be hired for the first time.

15.03 Examination of Vacant Positions

In the event that a vacancy has occurred primarily due to funding reductions, the Employer shall call a special Labour Management Committee meeting within ten (10) working days to discuss the vacant position as a single item on the agenda. At least one representative of the Union shall be present at the meeting, as well as the regularly appointed members of LMC. Additionally, the Shop Steward and the employee(s) whose work has been made vacant shall be invited and encouraged to attend. Such discussion shall address the expected displacement of work to other positions and possible temporary overtime arrangements, the expected length of vacancy time, the amount of funding required to restore the position, and a proposed concrete plan of action by the Employer to restore funding and to limit the displacement of work to other employees.

15.04 If the Employer elects to fill a bargaining unit position, the Employer shall endeavour to fill such positions without unreasonable delay. In the event that the selection process is not completed within thirty (30) working days the Employer shall advise the Union and any affected bargaining unit applicants of the status of the selection process and the reason for the delay. Bargaining unit members shall have priority for all bargaining unit positions provided they submit applications in a timely manner, as provided for in Article 15.08 (c).

(b) A hiring committee shall be created within five (5) business days of the Employer providing notification to the Union of its decision to fill a bargaining unit position. The hiring committee shall include two members of the Employer and one (1) member of the Union (normally a member of the bargaining unit but could include an authorized Union representative). The hiring committee shall meet within five (5) business days of being created to draft the job posting, to initiate and conduct the internal hiring process as specified in Article 15.07, and where necessary, to conduct an external hiring process.

15.05 All vacancies will include the Equity Statement as noted in 15.06.

15.06 The organization understands that the promotion of employment equity is intended to achieve a workforce that is representative of all groups in the Greater Toronto Area. Mayworks strives to promote all job postings in a variety of locations and encourages applicants who traditionally have experienced

structural barriers to apply and self- identify in their cover letter.

15.07 When a vacancy occurs or a new position is created, hiring notices shall be posted in the Employer's premises for a period of five (5) business days, with a copy sent in writing to the Union and, immediately upon posting, by e-mail to all bargaining unit members including those on lay-off. If no bargaining unit member submits an application within the five (5) business day internal application period in 15.08 c, and within reason, a hiring notice shall be posted externally to any local arts organizations, women's, aboriginal, cultural, lesbian, gay, bisexual, transgendered, single parent, people of colour, immigrant, local and central union bodies and disability centre(s), organization(s) and/or e-newsletters, for no less than fourteen (14) working days.

15.08 Bargaining unit positions of at least two (2) months' duration shall be posted as follows:

- a) As outlined in 15.04 to 15.07.
- b) Postings will indicate the hours of work, job title, qualifications, hourly rate and deadline date for applications. The posted qualifications shall clearly reflect the requirements of the position. Any employee may apply for any job so posted.
- c) Applications submitted by bargaining unit members no later than five (5) business days following the posting shall be considered as internal applications, and such applicants shall have priority over other applicants. An internal applicant includes any employee currently working in a bargaining unit position, or an employee who is on seasonal layoff, or a former bargaining unit member who has been laid off or whose contract has ended within the last 12 months. To facilitate this, all internal applicants who meet the minimum required qualifications specified on the job posting shall be interviewed if deemed necessary and fully considered before any external applicant is interviewed. Where two or more qualified applicants are relatively equal with respect to skills and demonstrated ability, the promotion of workplace equity (see Article 6) shall determine the selection. Where two or more qualified applicants from designated equity groups are relatively equal with respect to skills and demonstrated ability then seniority shall determine the selection.
- d) If no qualified internal applicant is appointed, and where a training period of ten (10) working days or less would allow an unqualified internal applicant to meet the posted qualifications, such training shall be provided at the Employer's expense and shall constitute part of the trial period provided for under Article 16.03. If there is more than one such applicant, the promotion of workplace equity (see Article 6) shall determine the selection. If there is more than one such applicant from designated equity groups seniority shall determine the selection.

- e) The Employer shall notify the Union and the affected employees, in writing, of its decision(s) to fill a position (including the name of the applicant selected).

15.09 A grievance concerning a hiring decision may be submitted by the Union on behalf of the employee directly at STEP ONE no later than ten (10) working days following the employee's receipt of the notification provided for in 15.08 (e).

ARTICLE 16 – TRANSFERS

16.01 No employee shall be required to accept a transfer out of the bargaining unit without that employee's consent.

16.02 An employee who has accepted a transfer out of the bargaining unit but remains in the employ of the Employer may return to the bargaining unit without penalty upon completion of the transfer.

16.03 When transferred to a new job, the employee shall have a trial period of thirty (30) working days unless otherwise agreed to, in writing, by the parties. The employee shall receive appropriate job instruction during the trial period. If the employee finds the job unsatisfactory, or is unable to meet the job requirements in a manner satisfactory to the employer, the employee shall be returned to the former position, if it exists. However, where practicable, the matter will have been discussed prior to the employee deciding to return. If the employee is unable to meet the requirements of the position, the matter will have been discussed at a meeting with the Employer and the employee accompanied by a Union Steward prior to the decision being reached.

16.04 When an employee returns or is returned to the former position, the salary shall revert to that held immediately prior to the transfer. The Union shall be notified of an employee returning under this clause. If the former position does not exist, the employee may use priority placement or bumping to obtain a position, or may be laid off under the terms of Article 17. The notice provisions of Article 17 shall not apply in this case.

ARTICLE 17 – LAYOFF

17.01 Layoff shall be defined as the cessation of work including a reduction in the hours of work due to lack of work or funding.

17.02 Seasonal layoff of particular job positions is recognized by the parties as a regular necessity of festival work:

- a) The Employer agrees to observe the seniority of employees in

connection with layoff.

- b) No employees shall have their regular workload increased beyond a reasonable level as a result of layoff or attrition.
- c) A grievance concerning a layoff may be submitted directly at STEP 1 within fifteen (15) working days after receipt of notice.
- d) In the event of a temporary layoff, the Employer shall give the Union and the affected employee(s) no less than six (6) weeks written notice or pay in lieu of notice. This period of notice in the case of a seasonal layoff shall be waived in lieu of defined hours of work as set out in the job descriptions.
- e) In the event of the elimination of a position in the bargaining unit the Employer shall give the Union and the affected employee(s) no less than three (3) months written notice or pay in lieu of notice.

17.03 If an employee is on layoff, for a period of fifteen (15) months following the commencement of layoff the Employer will send a notice of posting for any positions to the employee's last known address. Employees on layoff shall be considered internal applicants for any such positions. It will be the responsibility of the employee to notify the Employer should the employee wish to be considered as an applicant in accordance with Article 15 for a position posted.

17.04 Layoff

Employees affected by layoff shall not lose their employment relationship during the layoff period if they elect to take casual positions with the Employer during the layoff period.

17.05 The employment relationship of any employee who has been on layoff for a period of fifteen (15) or more consecutive months shall be considered a permanent layoff.

17.06 Options to Layoff

Seven (7) calendar days before the end of the notice period, an employee facing layoff may notify the employer in writing of their wish to select bumping or severance as an alternative to layoff.

a) Bumping

If an employee elects to bump into a position of their choice where the incumbent has less seniority, they shall be placed in the position unless the Employer can reasonably show that the employee does not demonstrate the

competence, skill and experience for such a position. If no such position is available, the employee shall be laid off. Any employee bumped out of a position shall be covered by all of the provisions of this Article.

b) Severance

An employee who has been in the bargaining unit for one (1) year may opt to receive severance in the form of two (2) week's salary pro-rated including all benefits as outlined in Articles 25 – 28. Employees who have been in the bargaining unit for more than one (1) year will receive one (1) week of severance for each full subsequent year of service. For the purpose of this article, pro-rated salary is based on the total annual regular hours worked averaged over the employee's regular work year as stipulated in the Job Descriptions – Article 35.

ARTICLE 18 – TRAINING

18.01 The parties recognize the organizational and individual benefits to be obtained through staff training, and that training shall be understood as an ongoing means of enabling employees to maximize their talents and abilities.

Employees who wish to attend courses related to their employment and offered during working hours must have the approval of the Employer. Operating requirements shall be the major consideration in granting or rejecting such approval, which shall not be unreasonably withheld.

18.02 The Employer agrees to make reasonable efforts to provide training opportunities for its employees.

ARTICLE 19 – HEALTH AND SAFETY

19.01 An employee has the right to refuse hazardous work.

19.02 The Union and the Employer shall cooperate in establishing rules and practices that promote an occupational environment that will enhance the physiological and psychological condition of employees and which will provide protection from factors adverse to employees' health and safety.

19.03 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.

If any employee feels her safety is being compromised or put at risk by the actions of any visitors to the premises of the Employer, the employee shall have the right to arrange for the removal of such persons from the workplace.

19.04 The Employer will make available to one (1) employee per year the opportunity

to attend properly accredited Standard First Aid and/or Cardio-Pulmonary Resuscitation (CPR) courses. No fees shall be charged to employees for these courses and every effort will be made to locate non-fee courses.

ARTICLE 20 – SICK LEAVE

20.01 Employees working three (3) or more days per week are entitled to sick leave with pay to the extent of their sick leave credit. Each employee working three (3) or more days per week shall accumulate credits at the rate of one and one half (1.5) sick leave credits per month of employment. Upon commencement of employment each of these employees will be credited with their first four (4) months accumulation. Unused sick leave credits shall accumulate from year to year.

ARTICLE 21 – LEAVE OF ABSENCE WITHOUT PAY

21.01 An Employee wishing to apply for leave of absence without pay shall submit a written request stating the purpose and duration of the leave at least eight (8) weeks before the date of desired commencement of absence from work, except in cases where such notice would not be practicable. Operational requirements shall be the major consideration in granting/rejecting such leave, which shall not however be unreasonably withheld. A written reply will be given within five (5) working days following receipt of the request.

21.02 An Employee granted leave of absence without pay for a period of longer than six (6) months must give the Employer one (1) month's written notice of request to return and shall be returned on terms no less favourable than those enjoyed previous to such leave, with previous seniority maintained, and at the prevailing rate of pay.

ARTICLE 22 – COMPASSIONATE LEAVE

22.01 Upon request, an employee working three (3) or more days per week shall be granted leave with pay of up to five (5) days per year to attend to an ill relative, spouse, partner, or close friend or associate, at the employee's request.

22.02 Additional leave without pay may be requested and authorized under the terms of Article 21 – Leave of Absence Without Pay.

ARTICLE 23 – BEREAVEMENT LEAVE

23.01 Employees working three (3) or more days per week shall be granted leave from work without loss of normal salary up to a maximum of five (5) consecutive working days at the time of the death of a parent, spouse

(including common-law spouse and same sex partner), brother, sister or child. Each of these employees shall be granted leave from work without loss of normal salary up to a maximum of three (3) consecutive working days at the time of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parent, step-child, son-in-law, daughter-in-law, grandparent, or grand-child. If overnight travel beyond Toronto is necessary, an additional two (2) days' unpaid leave shall be granted.

- 23.02** Additional leave without pay at the time of bereavement may be requested and authorized under the terms of Article 21 - Leave of Absence Without Pay.

ARTICLE 24 – JURY AND WITNESS DUTY LEAVE

- 24.01** Employees working three (3) or more days per week who have been summoned to be a juror or witness by anybody in Canada with the power to subpoena shall supply their supervisor with a copy of the summons as soon as possible after receipt of same.

- 24.02** Employees working three (3) or more days per week who have complied with 24.01 shall be given leave of absence for Jury Duty without loss of normal salary for up to fifteen (15) working days, provided that upon return to work they shall supply their supervisor with written confirmation of the dates on which they served, signed by an official of the Court.

- 24.03** Should the employee request a note from the Employer to present to the courts stating the crucial nature of the work they do they shall be given it in a timely manner.

ARTICLE 25 – PARENTAL LEAVE

- 25.01** An employee who is pregnant shall be entitled, upon her application, to a leave of absence of seventeen (17) weeks, or such shorter leave as she may request, commencing during the eleven weeks immediately preceding the estimated date of her delivery. If an employee commences pregnancy leave prior to the completion of her probationary period, the full probationary period shall begin anew upon her return from such leave. The Employer will supplement the benefit paid by the Unemployment Insurance Commission for sixteen (16) weeks so that the total from both sources will equal 66% of the employee's normal salary.

In order to receive the above payments, the employee will have been employed for a period of at least thirteen (13) weeks immediately preceding the estimated date of her delivery, and will be required to produce a record of payment from the Employment Insurance Commission upon her return to

work.

In addition, provided the employee is eligible for the above payments, the Employer will pay the employee for the first week of leave, i.e. the Employment Insurance Commission's unpaid waiting period, an amount equal to 66% of her normal earnings as soon as possible after the commencement of such leave.

- 25.02** Employees shall continue to receive their normal benefits (Article 30) during pregnancy/parental leave, and the employee shall continue to accrue seniority for the duration of such leave.
- 25.03** No employee shall be required to return to work following pregnancy leave earlier than six (6) weeks following her actual date of delivery; nor shall she be permitted to do so unless she has given one (1) weeks' notice of her intention to return and has provided a certificate signed by a legally qualified medical practitioner indicating her fitness to resume work.
- 25.04** An employee shall give two (2) weeks' notice in writing of the date upon which she intends to commence her pregnancy leave, and the intended duration of such leave. She shall provide a certificate signed by a legally qualified medical practitioner stating that she is pregnant and giving the estimated date upon which delivery will occur.
- 25.05** (a) An employee who returns to work on the expiration of her pregnancy/parental leave shall be reinstated in her former position. The employee shall endeavour to confirm her return date with the Employer at least two (2) weeks in advance.
- (b) If an employee intends to follow her pregnancy/parental leave with a leave of absence without pay, she shall, if possible, request the leave prior to the commencement of the pregnancy leave.
- 25.06** The Employer shall accommodate the needs of pregnant employees in performing the essential duties of their jobs, unless to do so would cause the Employer undue hardship.
- 25.07** An employee shall be granted up to five (5) days absence with pay for paternity or adoption leave. If the employee requests a further leave of absence without pay, Article 21 - Leave of Absence Without Pay will apply.
- 25.08** Employees shall be entitled to parental leave as outlined in the current *Employment Standards Act*.

ARTICLE 26 – UNION DUTY LEAVE

- 26.01** With the Employer's approval, a total of fourteen (14) working days' leave of absence with pay, per calendar year, will be granted to the bargaining unit to attend Union conventions, provided that a written request for such leave has been submitted at least two (2) weeks in advance. Requests for such leave that meet the above conditions shall not be unreasonably denied.
- 26.02** An employee elected or appointed to a paid position with the Union or an affiliated labour central shall be granted union duty leave without pay for the duration of the appointment provided that the employer is given at least one (1) month's written notice. At the termination of such appointment, the employee shall return to their former position.

ARTICLE 27 – HOURS OF WORK AND OVERTIME

27.01 Hours of Work

The parties acknowledge that the work of the festival fluctuates within the pre-festival season, in response to ever-changing grant-writing cycles and as the organization develops in new directions. It is therefore acknowledged that there will be self-administered hours of work for seasonally scheduled employees. The Employer recognizes that employees have commitments 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 over extended periods of time.

- 27.02** a) The normal hours of work for a full time employee shall be thirty (30) hours per week.
- b) The Union recognizes that the Employer may create positions that are less than thirty (30) hours per week. In such cases, the Employer agrees to consult with the affected employee about the scheduling of hours in order to reasonably accommodate the employee.
- c) In the event that the Employer decides to reduce or increase the hours of work of a Part-Time position, the Employer shall provide the incumbent and the Union with one (1) month's written notice prior to the change being made.
- If the increase or decrease in hours is greater than four (4) hours per week the employee will inform the Employer in writing within ten (10) working days of receipt of written notice, whether or not they accept the altered hours.
- 27.03** Each employee shall be entitled to one fifteen (15) minute paid break period

for each three (3) hours worked.

27.04 In the event the Employer decides to alter the start and stop times of a position, the incumbent and the Union shall be given two (2) months' written notice prior to the change being made.

27.05 Overtime

Overtime shall be defined as any period of time worked by employees in excess of the employee's normal scheduled hours in a working week. Overtime for all employees shall be voluntary with the prior approval of the Executive Director. Overtime shall be compensated by time off at the rate of one and one half (1.5) hours for each overtime hour worked. The employer recognizes that the nature of the work is such that some overtime hours will be incurred at various points in the festival cycle. Employees are responsible for taking time off when they deem appropriate.

27.06 Expense Reimbursement

Employees shall be reimbursed by the Employer for all authorized transportation and meal expenses incurred on Mayworks business in accordance with the following:

- a) Mileage incurred will be reimbursed at a rate of 33 cents/kilometer and parking where required.
- b) TTC tokens will be provided.
- c) Any bicycle punctures will be reimbursed in the form a new inner tube up to a maximum of \$5.
- d) It is understood and expected that whenever possible the employee will schedule work hours to include scheduled meetings and events. However, when this is not possible, particularly during the festival, meal expenses will be reimbursed if they are incurred as a result of employee attendance at a scheduled meeting or event outside of their regular working hours to a maximum of \$30 per full day.

ARTICLE 28 – PAID HOLIDAYS

28.01 a) Subject to 28.02 and 28.03 below, the following Holidays or any other Holiday recognized by the Employer shall be granted to employees working three (3) or more days per week, at their regular salary rate for their normal number of daily working hours:

New Year's Day

Labour Day

Good Friday	Thanksgiving Day
May Day	Victoria Day
Canada Day	Working Day before Christmas day
Christmas Day	Boxing Day
Day without Art	Montreal Massacre Memorial Day
Civic Day	Pride Day

b) Employees who observe any religious holidays other than those included in 27.01 (a) shall be granted time off with pay up to five (5) days per calendar year when such Holidays coincide with regularly scheduled work days.

28.02 In order to receive Holiday pay under 28.01 above, employees must be at work for their full regular workday immediately preceding and immediately following the Holiday. However, employees shall be excused from this requirement if they have been absent on an approved paid leave of absence (including sick leave) on one or both of the qualifying days.

28.03 Where a Holiday is observed by the Employer on a day other than its calendar date, the day on which the Employer observes the Holiday shall be deemed to be the Holiday for the purposes of this Agreement. May Day shall be observed on a working day following the Mayworks Festival.

ARTICLE 29 – ANNUAL VACATIONS

29.01 Vacation Pay shall be 6% of each employee's annual earnings in the first year and 6% in the second year and shall be paid in each pay cheque.

ARTICLE 30 – HEALTH BENEFITS

30.01 (a) Employees shall receive individual health benefits through Green Shield Insurance, Prism Spectra S2 Individual Plan for the months that they work and are on payroll. All employees shall have the option of receiving 10% in lieu of benefits.

(b) Green Shield Insurance policy states that one must wait a minimum of three (3) years before re-applying for coverage following interruption of service.

(c) Those Employees who are not on payroll year-round but wish to receive on-going Green Shield Insurance coverage shall provide Mayworks with post-dated cheques (dated the 10th of the month) for each month of unemployment, each one equal to the monthly rate charged by Green Shield.

30.02 The Employer agrees to pay 100% of any additional income tax payroll deductions which result from the introduction and implementation of the

Ontario Health Premium.

ARTICLE 31 – PENSION PLAN AND RRSP CONTRIBUTIONS

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

(a) “Plan” means a retirement vehicle as determined by the Union.

“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
- ii) holiday pay, for the hours not worked; and
- iii) vacation pay.

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

“Eligible Employee” means full time and part time Employees in the bargaining unit who have completed five hundred (500) hours of service.

“**Non-Eligible Employee**” means full time and part time Employees in the bargaining unit who have not completed five hundred (500) hours of service.

(b) Non-Eligible Employees will be provided with one of two options. Either the Employer shall contribute an amount of 2% of Applicable Wages to an RRSP chosen by the Employee or the Employer shall add the same amount to the Employee’s earnings every pay period. Those who choose the former option will provide Mayworks with the name, address and telephone number of their financial institution, and RRSP account number. The contribution shall be made each February 1st or the last day of employment.

(c) Each Eligible Employee covered by this collective agreement shall contribute for each pay period an amount equal to 2% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 2% of Applicable Wages to the Plan.

(d) 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.

(e) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current

pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution Plan.

(f) 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 the *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 it shall be provided in such form to the plan if the Administrator so requests.

31.02 For further specificity, the items required for each Eligible Employee by Article 31.01 (f) of the agreement include:

- i) To be provided once only at Plan commencement:
 - Date of Hire
 - Date of Birth
 - Date of First Contribution
 - Seniority List (to include hours from date of hire to Employer's fund entry date; for the purpose of calculating past service credit)
 - Gender
- ii) To be provided with each remittance
 - Name
 - Social Insurance Number
 - Monthly Remittance
 - Pensionable Earnings
 - Year to Date Contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer
- iii) To be provided initially and as status changes
 - Full Address
 - Termination Date (MM/DD/YY)
 - Marital Status

31.03 In the event the Union determines the retirement vehicle to be a pension plan, the Employer agrees to be bound by the terms of the Agreement and Declaration of Trust 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 hereto as Schedule A.

ARTICLE 32 – SALARIES

32.01 All Employees will be paid the same base rate. As of June 2018, the base rate will be \$28.31 per hour.

32.02 In order to protect the living standard of Employees, the base rate shall be adjusted annually to reflect increases in the cost of living up to a maximum of 5.5% per annum.

32.03 Permanent Increase In Base Rate: The base rate shall be adjusted on October 1st each year, in accordance with the cost of living increases as taken from the Toronto Consumer Price Index (CPI) using the figures published in September of each year. For example, if the CPI increases by 2% between September 2008 and September 2009, the base rate will increase by .47¢ (\$23.61 X 2%) making, in this example, a new base rate of \$24.08.

ARTICLE 33 – CORRESPONDENCE AND LABOUR MANAGEMENT COMMITTEE

33.01 Except where otherwise provided, official communications in the form of correspondence between the Employer and the Union shall be sent as follows:

The Union:

President
CUPE Local 1281
25 Wood Street, Suite 102
Toronto, ON
M4Y 2P9
president@cupe1281.ca

The Employer:

Co-Chairs
Mayworks Festival of
Working People and the Arts
25 Cecil Street
Toronto, ON
M5T 1N1

33.02 **Labour Management Committee**

- a) A Labour Management Committee shall be established to discuss matters of mutual interest to the Union and the Employer. The Committee will not discuss matters that are currently part of negotiations or which are the subject of formal grievances under the Grievance Procedure.
- b) The Committee shall be equally comprised of up to 3 Employer representatives

and up to
3 representatives that are members of the bargaining unit. Meetings will be held at mutually agreed upon times with a minimum of 2 meetings per calendar.

- c) Minutes of each meeting shall be prepared in rotation by the Employer and the employees and two (2) copies provided to the other party at least (1) week prior to the next committee meeting.
- d) Either party may call meetings.
- e) Every effort will be made to hold meetings during employees' working hours. When meetings are held during an employee's working hours, no loss of pay will result from their attendance at the Labour Management meeting.

33.03 In Writing

For the purposes of this Agreement the term "in writing" shall refer to a hard copy letter drafted on company or union letterhead, which may be delivered by email or fax, as long as a hard copy is provided to the CUPE Local 1281 office by postal mail and date stamped within five (5) days of the original letter. If the original signed copy is not received the letter shall be deemed void.

ARTICLE 34 – JOB DESCRIPTIONS

Hours attached to job descriptions do not represent actual hours worked, as most positions work more hours than they are paid. All employees will document their hours per Letter of Understanding #3.

34.01 PROGRAM COORDINATORS

Program Coordinators report to the Festival Director and are responsible for the following functions, some or all of which may be assigned from time to time in accordance with the operational needs of the Festival:

The Program Coordinators are responsible to:

- o Support the Executive and Festival Director's plan to implement and carry out the annual Mayworks festival
- o Research, identify and participate in the curation of artists to present their works with the Mayworks Festival, specifically artists that are producing (new) work around labour and topical issues that pertain to the festival's mandate
- o Research curators who have curated shows that engage with labour and its relationship to the arts, or other topical issues that pertain to the festival's mandate
- o Follow-up with applicants regarding questions of clarification and decisions about their applications
- o Notify artists accepted to exhibit and check-in with artists regarding status of their

- event/exhibit on a regular basis
- Update and edit the call for submissions annually and help promote the Festival to allied organizations, previous artists, networks, etc., through email, Facebook, Twitter, etc.
- Complement curated programming by designing and facilitating processes of learning and exchange between artists, and labour movement and community organizations.
- Facilitate meetings between artists and community groups, and support partnership development across community settings.
- Regularly update and negotiate artist agreements, venue agreements, and co-sponsorship contracts. In accordance with the festival production schedule, follow up with artists, venues, and/or co-sponsors to meet all deadlines
- Work with the Festival Director to project budget expenses for program events and stay within the finalized budget
- Manage administrative and logistical details of agreed-upon events, including venue rentals
- Work with technical staff at festival venues and/or identify technicians to hire, provide technicians with requested information
- Prepare production schedules and coordinate production elements for agreed-upon events
- Maintain regular communication with the rest of the staff to allow for transparency about budget requests, graphic design needs, promotional needs, etc.
- Contribute to an outreach and public engagement plan that includes co-presenters, community partners, and unions in collaboration with the Executive and Festival Director
- Maintain a relationship with arts organizations, unions, community groups, social policy coalitions and various venues for festival co-sponsoring
- Maintain linkages to these organizations through social media (re-tweets, sharing events on Facebook, etc.)
- Develop strategies for social media (i.e. Twitter, Facebook, Youtube)
- Develop and maintain social media sites (writing/ updating content)
- Organize and provide all necessary information/material to meet publicity/production timelines (i.e. event descriptions, artist bios, high-quality images, and an introduction paragraph for the Program Guide for given programs)
- Coordinate Festival branding including central annual thematic art/image
- Maintain Mayworks Festival's visual identity and branding throughout its social media platforms, newsletter and website
- Update, manage and maintain the organization's website regularly with events, information and news
- Maintain archives of previous Festival years' graphic/promotional items and Program Guide
- Discuss and propose new areas, opportunities and methods of image/branding creation and direction of visual communication with other staff
- Be on-site for agreed-upon events during the Festival and at community information and/or festival promotion sessions. Help with installation, set-up, clean-up, food, promotion, etc.
- With the Executive and Festival Director, prepare evaluations from audience members
- Assist the Executive and Festival Director with the preparation of grant applications.
- Be responsive to the varied demands of the festival

- Other duties as may be reasonably assigned commensurate with the position.

The Festival Coordinator(s) may work part time over the course of the year or part of a year. Hours will fluctuate with Festival demands. The hours of Festival Coordinators combined will be approximately 650 hours per year. There is currently only one incumbent in this position.

ARTICLE 35- DURATION OF AGREEMENT

This Agreement shall be in force from October 1, 2024 to September 1, 2027 and shall continue automatically thereafter for periods of one year unless either party notifies the other in writing within the period of ninety days before the Agreement ceases to operate that it desires to amend or terminate this Agreement.

Signed this day of 2025 in the Municipality of Toronto:

For the Union

For the Employer

Ryan London

Carolyn Combs

Carolyn Combs (Feb 4, 2025 20:01 EST)

Christy McMorrow

Christy McMorrow (Feb 26, 2025 15:52 EST)

Emily Vissler

Emily Vissler (Feb 24, 2025 20:05 EST)

LETTER OF UNDERSTANDING #1
BETWEEN
MAYWORKS FESTIVAL OF WORKING PEOPLE AND THE
ARTS AND
CANADIAN UNION OF PUBLIC EMPLOYEES (1281)

RE: ARTICLE 30 – HEALTH BENEFITS AND PENSION PLAN

It is noted by the parties that, should a more suitable benefit plan become known to either party, it may be referred to the Labour Management Committee for consideration during the course of this agreement.

For The Union

Ryan London

Christy McMorrow
Christy McMorrow (Feb 26, 2025 15:52 EST)

For The Employer

Carolyn Combs
Carolyn Combs (Feb 4, 2025 20:01 EST)

ES Visser
Emily Visser (Feb 24, 2025 20:05 EST)

LETTER OF UNDERSTANDING #2
BETWEEN
MAYWORKS FESTIVAL OF WORKING PEOPLE AND THE
ARTS AND
CANADIAN UNION OF PUBLIC EMPLOYEES (1281)

The Employer shall request a meeting in writing to consult the Union if the Employer expects that changes in funding will result in a reduction in the annual hours of the Program Coordinator position to less than 650 hours for a given fiscal year. It is understood and agreed that the Employer will disclose to the Union its most recent financial statements and material information about the funding change giving rise to the meeting request.

For The Union

Ryan London

Christy McMorrow

Christy McMorrow (Feb 26, 2025 15:52 EST)

For The Employer

Carolyn Combs

Carolyn Combs (Feb 4, 2025 20:01 EST)

ES Visser

Emily Visser (Feb 24, 2025 20:05 EST)

LETTER OF UNDERSTANDING #3
BETWEEN
MAYWORKS FESTIVAL OF WORKING PEOPLE AND THE
ARTS AND
CANADIAN UNION OF PUBLIC EMPLOYEES (1281)

The Employer will review documented unpaid overtime hours at the end of each fiscal year and make every effort to compensate the Employee or otherwise rectify the situation.

For the Union

Ryan London

Christy McMorrow

Christy McMorrow (Feb 26, 2025 15:52 EST)

For the Employer

Carolyn Combs

Carolyn Combs (Feb 4, 2025 20:01 EST)

ES Pinner

Emily Visser (Feb 24, 2025 20:05 EST)
