

A COLLECTIVE AGREEMENT BETWEEN

CAVALLUZZO LLP

AND



**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1281**

EXPIRY DATE: December 31, 2026

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DEFINITIONS

Employer: Cavalluzzo LLP

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

Employees/

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

Lawyer: Partner or Associate Lawyer of the Employer

Spouse: Spouse means either of two persons who,
(a) are married to each other or,
(b) are not married to each other and are living together in a conjugal relationship,
i. continuously for a period of not less than 12 months, or
ii. in a relationship of some permanence, if they are the natural or adoptive parents of a child, as defined in the *Family Law Act*

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 rates of pay, and conditions of work, and to confirm the articling obligations of the students and the Employer; 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 of Ontario and its requirements, rules and regulations with respect to its Bar Admission Course as established by the Law Society of Ontario 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 of Ontario, the said requirements, rules and regulations shall prevail and the Parties shall meet to amend the Agreement as required.
- 1.03 For greater certainty, the Parties agree that no provision of this Agreement shall have application to the decision of the Employer, exercised from time to time in its absolute discretion to offer employment as associate lawyers to any Student upon the completion of that Student's Articles of Clerkship; and no provision hereof shall have application to any evaluation process, decision-making process or notification process in that regard.
- 1.04 It is specifically agreed that the Articles of Clerkship, the Education Plan and the employee's and Employer's respective rights and responsibilities in respect of the Law Society of Ontario except as specifically set out in this

Collective Agreement are not a part of this Collective Agreement nor a matter which can be the subject of a difference, grievance, dispute or claim under the Collective Agreement with the sole exception of the consultation obligation contained in the Letter of Understanding.

ARTICLE 2 - EMPLOYER'S RIGHTS

- 2.01 The Union recognizes the right of the employer to hire; transfer; maintain order and efficiency; assign and prioritize work; determine the standards of work to be performed; establish and enforce working rules; require compliance with the guidelines for articling established by the Law Society of Ontario and discipline, suspend or discharge its employees for just cause.
- 2.02 The Employer agrees to exercise such rights in a manner which is consistent with other provisions in this agreement.
- 2.03 All notices to the Employer required under this agreement will be sent to the Employer's office administrator at the employer's place of business.

ARTICLE 3 - RECOGNITION AND JOB SECURITY

3.01 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all Articling Students employed by the Employer under Articles of Clerkship and all Law Students hired on summer contracts in the City of Toronto.

- 3.02 It is understood that students under this agreement are employed for a fixed term of ten (10) months for articling students and at least three (3) months for summer students, unless agreed otherwise, as set out in the articling guidelines of the Law Society of Ontario or for such lesser period as is expressly agreed upon and all rights under this agreement shall terminate automatically at the end of the articling period. Students employed for a period of less than ten (10) months will have all rights and benefits calculated on a pro rata basis including those under articles 14, 15, 16, 17 and any other relevant articles.

ARTICLE 4 - NO DISCRIMINATION/HARASSMENT

- 4.01 The employer agrees that there shall be no discrimination with respect to any employee by reason of age; race; creed; sex; sexual orientation; gender identity; gender expression; colour; place of origin; ethnic origin; citizenship; ancestry; religion; marital status; family status; immune status; disability; union membership or activity; or record of offences except where it relates to a bona fide qualification because of the nature of employment.

The firm will make its best efforts to conduct annual Anti-Oppression Training (including but not limited to trauma-informed lawyering and anti-oppressive lawyering) in addition to TRC workshops. The Firm will encourage all lawyers to attend.

The Employer is committed to their obligation to promote equality, diversity, antiracism, anti-oppression, and inclusion generally and in their behaviour towards colleagues, employees, clients and the public. The Employer's commitment to actively developing an anti-oppressive workplace is part of their obligation to maintain a healthy and safe workplace for students.

4.02 (a) **No Harassment**

The employer agrees that every student has a right to freedom from harassment by the Employer or agent of the Employer because of age; race; creed; sex, sexual orientation, colour; place of origin; ethnic origin; gender identity; gender expression; citizenship; ancestry; religion; marital status; family status; immune status; disability; union membership or activity or record of offences except where it relates to a bona fide qualification because of nature of employment.

(b) **Sexual Harassment**

Every Student has a right to freedom from sexual harassment in the workplace by the Employer or agent of the Employer or by another employee of the Employer.

4.03 **Tests**

No employee or applicant for employment shall be required to submit a blood test, lie-detector test, or any other test for illness or drug dependency except as may be required from time to time by the benefit plans provided under this agreement.

4.04 **Personal Rights**

Employees shall not be required to perform personal services for partners or associates of the Employer.

4.05 The incorporation of "Cavalluzzo LLP Harassment and Discrimination Policy and Procedures" as Appendix "B" is subjected to all provisions consistent with this Collective Agreement.

(a) Notwithstanding Article 9.02 (a), grievances that allege harassment and/or discrimination shall be processed as set out in this Article. Grievances shall be submitted in writing and signed by the authorized representative of the Union, and submitted to a

Designated Person or Alternate Designated Person as defined and named in the Employer's Harassment and Discrimination Policy and Procedures within ten (10) business days after the grievor became aware, or reasonably ought to have been aware, of the circumstances giving rise to the grievance. The Designated Person or Alternate Designated Person and/or the appointed Investigator shall investigate the complaint, and the grieving party or parties and the Union shall, on a completely without prejudice basis, cooperate with the (Alternate) Designated Person and/or the Investigator in its investigation. The grievor has the right to Union representation throughout the investigation. The (Alternate) Designated Person and/or the Investigator shall conclude and provide a written report of its investigation to the grieving party and the Union within thirty (30) business days of its receipt of the grievance, unless delays occur in good faith and no substantial prejudice will result to the person affected by the delay. If the decision of the Executive Committee after considering the Investigator's Report is not satisfactory, the grieving party shall submit the grievance to arbitration within ten (10) business days of the decision of the Executive Committee arising out of the Investigator's Report. If the decision is not submitted in a timely manner, the Union shall provide notice to the Employer and a grievance may be filed following ten (10) business days of such notice by the Union but no later than twenty (20) business days after filing such notice. The time limits referred to in this paragraph may be extended by mutual agreement.

- (b) It is understood and agreed that the (Alternate) Designated Person and/or Investigator's report represents solely its position. Despite their cooperation in the investigation, neither the grievor nor the Union shall be bound to support or accept any facts, findings, opinions expressed and recommendations proposed in the Investigator's Report. Nothing in the Investigator's Report shall be considered an agreed fact without the express written consent of the grievor and the Union.

4.06 **Requests for Accommodation**

The Employer agrees that prior to the articling term it will provide all Articling and Summer Students with a form that gives an option to request reasonable accommodations pertaining to disability, religion, family status or any grounds in Section 5 of The Ontario Human Rights Code. The accommodations form will state that any disclosure is optional and affirm that discussions regarding accommodation are welcome throughout the term of employment as an Articling or Summer Student.

4.07 **Accommodation Process**

Upon receiving a request for accommodation, a representative of the Employer who shall normally be the Director, Finance & Administration, shall work with the student to design a reasonable accommodation plan that responds to the student's needs and respects their dignity. At the request of the student, the designated Employer's representative agrees to inform relevant lawyers and staff about the accommodation plan and to consider the accommodation plan when organizing student events.

4.08 Equity and Diversity Committee

The Employer shall provide Articling Students with an opportunity to meet the Equity and Diversity Committee at the beginning of the articling term. The Employer shall provide students with notice of all meetings of the Equity and Diversity Committee. One student per meeting will be given the opportunity to participate in meetings of the committee subject to the firm's right to limit participation where confidential information is discussed.

4.09 Conflict with Sincerely Held Beliefs and Convictions

The Employer recognizes that Employees may have strongly and sincerely held convictions and that rarely an Employee may be assigned work that contravenes those strongly and sincerely held convictions. When advised of such a situation by the Employee involved, the Employer agrees to handle the matter as sensitively as possible in the circumstances, but no Employee shall be entitled to refuse to perform any service for any client of the Employer when determined by the Employer in its sole discretion that it requires the employee to perform that service in order to meet the obligations of the Employer to its clients. In any event, no Employee shall be entitled to rely on this Article without first informing in a reasonable fashion the lawyer who assigned the work.

4.10 Electronic Monitoring

- a) The Employer will disclose any ways in which they have or could monitor employees electronically. Employers will be informed at the outset of the summer and articling term and in advance of any changes.
- b) Electronic monitoring shall not be used for the purpose of individual work evaluation of employees.

4.11 Orientation to the Workplace

The firm will make best efforts to ensure that Orientation to the workplace will occur within the two weeks of coming into the workplace as a Summer or Articling Student. This will include orientation to software that is utilized, the docketing system and best practices in the workplace and further confirm that Organization's structure for reporting. The Employer will provide this orientation and information sharing in a face-to-face format enhanced with the provision of electronic documentation via the Employer's platform.

ARTICLE 5 - UNION SECURITY

5.01 Union Membership

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.

5.02 New Employees

The Employer agrees to inform all new employees that a union agreement is in effect and to provide a copy of the collective agreement to the employee upon acceptance of an offer of employment.

5.03 Acquainting Employees

Within one month of all Employees having started their employment, the firm shall provide space for the union to conduct a one hour orientation session.

5.04 Unit Steward

The Union shall appoint a Unit Steward who is a member of the bargaining unit as defined in Article 3.01, to represent bargaining unit members to the Employer with respect to the administration of this Collective Agreement. The Unit Shop Steward shall be the Employer's point of contact for all purposes of this Agreement, except where otherwise provided in the Agreement or where the Employer is otherwise notified by the Union. Upon appointment, the Union will provide the name of the Unit Steward to the Employer.

ARTICLE 6 - UNION DUES

6.01 Check-off

The Employer shall deduct from every employee the amount authorized as union dues, and assessments, once each pay period. Deductions shall be 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 the names and amounts of deduction for all Employees from whose wages the deductions have been made.

6.02 Deductions

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 deductions have been made, such list to include the following information: First name, last name, salary and amount of deduction.

6.03 Dues Receipts

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

ARTICLE 7 - UNION REPRESENTATION

7.01 Authorization

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 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.

7.02 Assistance of Representatives

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 students at work on matters respecting this Agreement or its administration without loss of pay to either the steward or student. 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.

7.03 (a) Bargaining Committee

Articling Students shall be entitled to reasonable time to conduct union business during working hours on the Employer's premises in connection with the negotiation.

(b) All members of the Union's Bargaining Committee shall have the right to attend negotiating sessions without loss of pay. Any time spent in negotiation sessions with the employer shall be considered time worked.

(c) The Employer shall advise the firm's lawyers to familiarize themselves with the contents of the Collective Agreement.

(d) 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.

(e) 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, a meeting shall normally be held not later than twenty (20) days after the request has been given.

7.04 **Technical Information**

The Parties shall make available to each other on request, existing documents or information regarding wage rates, job descriptions, benefit plans and comparable collective agreements.

7.05 (a) **Notice to the Union**

Where notice or reply to the Union is required by any clause of this Collective Agreement (such as 7.03d, 9.02a, 10.01 and 13.01), such notice shall be sent to the President of CUPE Local 1281 in writing at #25 Wood Street, Suite 102, Toronto, Ontario, Canada M4Y 2P9 and by email to president@cupe1281.ca, and during the 10-month articling period, by email to the sub-local Steward. Any notice which does not meet this requirement shall be deemed to be null and void.

(b) **In writing**

For the purposes of this Agreement the term "in writing" shall refer to a hard copy letter drafted on Employer or union letterhead, which may be delivered by fax, postal mail or other means. For these purposes, "in writing" shall not include electronic mail, however a copy may be issued by electronic mail as notice as long as an original signed copy is issued within five days of the original letter. If the original signed copy is not received the letter shall be deemed void. Both the Employer and the Union have a responsibility to confirm receipt of the signed copy by email.

7.06 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 charges, photocopying or fax charges incurred and that the use of this equipment shall not interfere with the Employer's business.

ARTICLE 8 - EDUCATIONAL RESPONSIBILITIES

8.01 (a) Purpose of Articling

Articling is one component of the requirements for qualifying as a lawyer established by the Law Society of Ontario. The purpose of articling is to provide students with an experience in the practical application of their legal education in a supervised environment.

(b) Practical Experience

The parties acknowledge that the scope of the practical experience that the employer is able to offer is necessarily limited by the nature of the legal matters

handled during the students' articling term. Best efforts will be made to ensure that students experience the full breadth of the firm's practice.

(c) The Employer recognizes its obligation to ensure that Employees are assigned the type of work that furthers the Law Society of Ontario's "Articling Goals and Objectives" and that provides meaningful training for the practice of law.

8.02 (a) Student Committee

The Employer shall have a committee, known as the Student Committee, composed of at least one partner and at least one Associate. The Student Committee is responsible for all issues relating to the articling program.

(b) Members of the Student Committee will organize meetings with the students as a group once every two months to discuss matters of mutual concerns or general issues relating to the articling program. A staff representative from 1281 shall be in attendance if requested by the Articling Students. Should a staff representative attend the meeting an agenda must be submitted at least 3 days prior to the meeting.

(c) The Employer will ensure a student mentorship program will be developed and maintained with the input of the Articling Students.

(d) The Student Committee shall review with the Articling Students the relevant sections of the Law Society of Ontario's Lawyer Licensing Process Policies, with specific reference to the allowed number of Business Days of Time Off permitted under the Policies.

8.03 (a) Feedback and Evaluations

The parties agree that students are entitled to receive constructive feedback on their performance. The parties agree that feedback should be available through both formal and informal avenues.

(b) Informal Feedback

The Employer encourages lawyers to provide students with informal feedback on work on an ongoing basis. The parties agree that formal feedback avenues are not intended to replace or discourage informal constructive comments. In addition, students are entitled at any time to request direct feedback on their work from the specific lawyers for whom they have performed work, at a mutually convenient time.

(c) Members of the Student Committee may from time to time solicit informal feedback and meet with students to share this informal feedback.

(d) Formal Feedback

Each student will have evaluations to review their performance, within eight (8) weeks of commencement of their articles, at mid-articles and at approximately six (6) weeks before conclusion of their articles. The evaluation must address the Law Society of Ontario's Articling Program Experiential Training Competencies and Performance Appraisal Competencies, which include the following (to the extent that such work is available):

- Ethics and Professional Responsibilities
- Interviewing and Establishing a Client Relationship
- Fact Investigation and Legal Research
- Drafting and Legal Writing
- Planning and Advising
- File and Practice Management
- Negotiation
- Advocacy
- Transactional/Advisory Matter

The evaluation will be based on information received from lawyers and support staff. The Student Committee will request feedback from lawyers, based on assignments that students report to the Committee. Each student will be required at the same time to complete a self-evaluation and evaluation of the articling program. The students' evaluation of the articling program will include feedback regarding their working relationship with their Associate Mentor, Articling Principal, feedback and engagement from assigning lawyers, and programming supports available for their education. Evaluations completed by students are voluntary and are not to be used in the hire-back decision-making process.

The evaluation will be discussed with the student by one or more members of the Student Committee. Where requested by a student, a written summary of the evaluation shall be made available for review by the student.

(e) Hire-back Process

On two occasions, once at the start of the articling term and again at the midpoint of the articling term, the Employer will provide information for students on the nature of the hire back process, including but not limited to, the role of the Executive Committee in hire back decisions; the role of the Student Committee in hire back decisions; the weighting of student evaluations as they pertain to hire back decisions; and any other factors relevant to the hire back process.

- 8.04 Time sheets, or number of docketed hours, shall not be used for the purposes of discipline, evaluations or the hire back process.
- 8.05 It is agreed that these written evaluations will remain confidential within the firm unless required to be forwarded to the Law Society of Ontario.
- 8.06 The Employer agrees that students may elect a single representative for each of the committees listed below and this representative will have full and voting membership on the following committees: Equity & Diversity Committee, Health & Safety Committee, Green Committee, CPD/Education Committee, Social Committee, and be considered for any new committees that may be formed.

ARTICLE 9 - GRIEVANCES

9.01 Definition

A grievance is defined as any difference arising between the parties relating to the interpretation, application, administration or alleged violation of this agreement including a question as to whether a matter is arbitrable. The employer recognizes that employees have the right to assistance by representatives of the Union in preparing and presenting grievances throughout the grievance procedure.

9.02 (a) Grievance Procedure

Grievances shall be dealt with in the following manner: Grievances will be submitted in writing to an authorized representative of the responding party within twenty-one (21) calendar days after the grievor became aware, or reasonably ought to have been aware, of the circumstances giving rise to the grievance. At the request of either party, a meeting between authorized representatives of the party shall be held to discuss the grievance. The responding party shall give its decision in writing to the grieving party within fourteen (14) calendar days of the grievance or the meeting held to discuss it, whichever is later. If a decision is not satisfactory, the grievance may be submitted to arbitration within twenty-one (21) calendar days of receipt of

the decision. If the decision is not submitted in a timely manner, the Union shall provide notice to the Employer and a grievance may be filed following ten (10) business days of such notice by the Union but no later than twenty (20) business days after filing such notice.

- (b) The time limits may be extended by mutual agreement.
- (c) Grievances pertaining to harassment and/or discrimination shall follow the process set out in Article 4.05.

9.03 Group Grievance

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

9.04 Confidentiality

The parties recognize the principle of confidentiality and agree that the identity of the parties shall only be made available on a “need to know” basis.

ARTICLE 10 - MEDIATION/ARBITRATION

10.01 Selection of an Arbitrator/Mediator

The parties agree to have all grievances heard by Daniel Harris sitting as a single Mediator/Arbitrator under section 50 of the *Labour Relations Act* if he is available to hear the matter within ninety days of referral to arbitration. In the event that Daniel Harris is not so available Pamela Picher will be used as an alternative.

The party referring a grievance to arbitration shall send a copy of its notice of intent to proceed to arbitration to the other party.

10.02 Authority of Mediator/Arbitrator

The Mediator/Arbitrator shall have all the powers provided under Section 50 of the OLRA but 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 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

11.01 Just Cause

The Employer shall not discipline, suspend or discharge an employee without just cause. It is understood that comments made concerning a student's work performance, whether made during the course of evaluations or otherwise, will not be considered disciplinary and will not be subject to a grievance under this agreement subject to Article 4.

11.02 Progressive Discipline Procedure

The employer accepts and gives effect to the principle of progressive discipline.

11.03 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 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. 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 any disciplinary action.

ARTICLE 12 - NO SENIORITY

12.01 There shall be no accumulation, nor recognition in any way, of seniority within the bargaining unit. No rights or benefits shall accrue under this Collective Agreement based on seniority.

ARTICLE 13 - HIRING

13.01 Union Notification

The Union shall immediately be notified of all appointments, hiring and terminations of employment within the bargaining unit in writing.

13.02 Employee List

The Employer will provide a list of all bargaining unit members' names and e-mail contacts to the Union in writing by May 1st, and will further provide full contact information for all bargaining unit members within six (6) weeks of their start date(s). 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 within the timeline.

ARTICLE 14 - HOLIDAYS

14.01 Employees shall be given the following paid holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- 24th Day of December
- Christmas Day
- 26th Day of December
- 31st Day of December

Such holidays shall normally be taken on the day they occur. Employees may substitute a day-in-lieu for a holiday only on the prior approval of the Employer. The parties share a preference that National Day for Truth and Reconciliation be used to attend firm-sponsored programming and that a day in lieu be used where possible.

In the event that the federal, provincial and/or municipal governments proclaim an additional paid public holiday, such holiday shall be added to this article.

Each Articling Student is also entitled to three paid floating holidays and one additional floating holiday in lieu of Easter Monday. These floating days are to be taken on mutually agreed dates, such floating holidays not to be taken by more than one student at a time unless agreed to in advance by the Employer.

14.01.1 (a) Employer recognizes that an employee may, for religious reasons, wish to observe religious holidays other than or in addition to those listed in 14.01. In such cases the employee shall notify the employer at least one week in advance of their intention to observe those religious holidays. At the time of notification time off with pay will be arranged either through flex time or through substitution for other paid days off under this Agreement. If as a result of taking religious holidays a student will not complete the number of articling days required by the Law Society, the Employer shall assist the student in applying for a "compassionate abridgement" under Article 10.19 of the Law Society of Ontario's Lawyer Licensing Policies. The Employer shall assist the student in obtaining the abridgement in time to be called to the Bar upon completing the articling term.

(b) An employee is entitled to one additional paid floating holiday if, for religious reasons, the employee wishes to observe a religious holiday other than or in addition to those listed in 14.01.

14.01.2 **Holiday Pay**

On approval of the Admin Department, Employees required to work on any of the twelve holidays listed in Article 14.01 shall be entitled to two days in lieu of each such day worked, as additional paid floating holidays, to be taken at a time mutually agreed to between the firm and the employee. Such approval shall not be unreasonably withheld.

ARTICLE 15 - VACATION

15.01 Employees shall be entitled to a vacation with pay of ten (10) working days during the ten (10) month articling period.

15.02 Requests for vacation time shall be made in writing to the Admin Department (admin@cavalluzzo.com) and shall be scheduled equitably, as arranged between the students, so as to ensure that two students on the same rotation are not on vacation at the same time. Conflicts will be resolved by the Director, Finance & Administration.

15.03 Sick leave will be substituted for vacation where an illness or accident requiring hospitalization occurs while an employee is on vacation subject to the availability of sick leave credits.

15.04 When a holiday as listed in Article 14.01 falls within an employee's Vacation period, their vacation shall be extended by one (1) day, either at the beginning or end of the vacation period, at the employee's choice.

15.05 **Unused Vacation Entitlement**

At the completion of the term of employment, termination or resignation, an employee shall be entitled to be paid for all vacation entitlement not yet taken; it is understood, however, that unless there is a mutual agreement to the contrary, vacation will be taken during the ten (10) month articling term.

ARTICLE 16 - LEAVES

16.01 All the provisions within this Article shall be exercised in accordance with the Law Society of Ontario guidelines. The Employer recognizes that some leaves may reduce a Student's articles significantly such that the Law Society of Ontario may require an extension of the articling period. When such a situation arises, the Employer shall ensure that all required notices are sent to the Law Society of Ontario and shall make reasonable efforts to

arrange with the Law Society of Ontario for the continuation and completion of the Student's articles.

16.02 All requests for leave, other than sick leave, shall be made in writing to the Employer, indicating the time(s) and date(s) being requested as well as the reason for the leave.

16.03 The Employer will endeavour to grant requests made at least six (6) weeks in advance, in order to attend the CUPE Local 1281 functions, and/or CUPE conferences and educationals, all for a cumulative maximum for the bargaining unit of five (5) working days/per student per articling term, it is understood that no more than two students may be on such leave at the same time.

A student who attends such a Union event shall receive the pay and benefits provided for in the Agreement. However, the Union shall reimburse the Employer for all pay and associated benefits, and statutory remittances, provided that the Employer sends an invoice to the Union for the period in question.

16.04 **(a) Sick Leave**

Employees are entitled to sick leave with pay to the extent of their sick leave credit. Each employee 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 employee will be credited with their first four months accumulation.

(b) An employee may be required to produce a certificate from a medical practitioner for any absence under Article 16.04(a) in excess of three (3) working days. The Employer will reimburse the employee for the cost of the medical certificate required.

16.05 **Bereavement Leave/Compassionate Leave**

An employee is entitled to leave of absence with pay and benefits, and with continued accumulation of seniority for the following days and circumstances:

- (a) five days for parent, spouse, child, current spouse's parent, step children, step parent, or sibling;
- (b) three days for siblings' spouse, grandparent, grandchild or step child's parent;
- (c) one day for the purposes of attending funerals for uncles, aunts, cousins, nephews, and/or nieces;

- (d) the employee will be required to provide details of the deceased's relationship for the purpose of record-keeping.

Additional time may be granted for out-of-town funerals. It may, in some circumstances, be necessary for the employee to be absent from work for a period greater than the bereavement leave policy allows. The employee may, in such cases, request an extended leave without pay, but with benefits provided by the employer's group benefits provider. Such leave will not be unreasonably withheld.

- (b) An employee may request approval for further paid bereavement leave, which approval shall be looked at on an individual basis, and such approval shall not be unreasonably withheld.

- (c) Additional time will not be unreasonably withheld for the purposes of grief counselling for employees who have suffered the loss of a family member listed under Article 16.05 (a) or (b) above.

16.06 **Pregnancy/Parental Leave**

Pregnancy and parental leave, without pay, but with benefits provided by the employer's group benefits provider, shall be granted in accordance with the Employment Standards Act

16.07 **Discretionary Leave**

The Employer recognizes that circumstances may arise in an employee's personal life or family life, other than those giving rise to leave under the other parts of Article 16, which require them to take a leave of absence from work for a limited time. When such circumstances arrive, the employee may apply for discretionary leave. Such leave will not be withheld unreasonably, and will be with pay. The Employee will be compensated for such discretionary leave up to five (5) working days. The Employer also recognizes that it may, in some circumstances, be necessary for the employee to be absent from work for a period of greater than five days. In such cases the employee may apply for an extended discretionary leave without pay, but with benefits provided by the employer's group benefits provider. The employee shall be responsible for ensuring that such leave does not conflict with the Law Society of Ontario's guidelines for the completion of articles.

16.08 (a) **Time off for Elections**

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.

(b) **Assisting with Political Campaigns**

An Articling Student 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 purposes of working on the campaign.

(c) Community Solidarity Days

The Employer understands that tragic and oppressive events taking place in the world can have an emotional and traumatic effect on students, especially to those students who are part of communities affected. To allow students to focus on their mental and community health and wellbeing, students are allowed 3 paid days per articling term.

ARTICLE 17 - PAYMENT OF WAGES AND ALLOWANCES

17.01 Paydays

The Employer shall pay salaries in accordance with Appendix "A". Each payday, each employee shall be provided with an itemized statement of their salary and deductions.

17.02 Kilometrage Allowance

Kilometrage rates paid to employees using their own automobiles for the Employer's business, upon approval of the Employer, shall be at the applicable Canada Revenue Agency suggested per kilometer reimbursement amount in effect. As a condition of employment, the Employer does not require ownership.

17.03 Meal Allowance

Should an employee be required to work in the office past 7:00 p.m. the employee shall be entitled to a meal allowance to a maximum of thirty dollars (\$32.50) for occurrence upon presentation of receipts.

In addition, students required to work on the weekend who are working in the office are entitled to one meal after (3) hours worked, and an additional meal if more than five (5) hours are worked (\$32.50 maximum for each meal).

The employee shall provide the receipts to the Accounting Department within one month along with the file number and responsible lawyer. The allowance will not be reimbursed if the above process is not followed.

17.04 Night Travel Allowance

When an employee is required to work at the office past 8:00 p.m. or starts earlier than 7:00 a.m., taxi service to and/or from the home of the employee, shall be provided by the Employer. If the employee is reasonably concerned about their safety at other times taxi service may be provided at the sole discretion of the Employer.

17.05 (a) Lawyer Licensing Process Fees

The Employer shall reimburse each Articling Student for the actual cost in full plus HST for enrolment in the Licensing Process established by the Law Society of Ontario Bar.

- (b) The Employer shall reimburse each Articling Student for the pay the full amount of the Law Society of Ontario Student Membership fee for each Articling Student.
- (c) The Employer shall reimburse each Articling Student for the pay the full amount of their Call to the Bar fee.

The Employer shall reimburse students directly and in advance of their articling term in accordance with when their fees are paid. Reimbursement will be provided within one month after receipts for fees are submitted to Accounting.

17.06 Professional Development Allowance

The Employer shall provide for each employee up to \$1,000 during the articling term for use by employees to pursue activities related to their professional development in the practice of law including but not limited to attending conferences, seminars or other educational events. This Continuing Legal Education must be approved in advance by the employer and receipts must be provided. It is agreed this benefit may also be used to pay membership fees or purchase books related to professional development in the practice of law.

(a) Printing Law Society of Ontario Materials

The Employer will allow each student to print the materials at the Employer's offices. If an Articling Student is not located in a city in which the Employer has an office, the Employer will discuss with the Articling Student a reasonable alternative arrangement for printing the materials to a maximum of \$200.00.

(b) Professional Responsibility & Practice Course

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.

17.07 (a) **Pre-Articling Pay**

Students will be paid a lump sum of six (6) weeks' salary as of May 1.

17.08 **Articling Student Expense Allowance**

The employer shall provide for each employee an expense allowance of up to \$2,200 during the articling term for use by employees for the following expenses:

- (i) fitness & wellness expenses
- (ii) work-related transportation expenses
- (iii) work from home & technological expenses

Receipts must be submitted for reimbursement. This is a taxable benefit.

Employees are advised, but not required to, obtain advance approval from the Firm to ensure that the expense that they plan to incur is covered by this benefit. All claims under the Expense Allowance are subject to Firm approval. Such approval will not be unreasonably withheld.

Eligible wellness expenses are intended to include expenses incurred to support an Employees general wellness, for example, but not limited to taking music or art lessons. Employees may also seek reimbursement under this expense allowance for medical or paramedical expenses otherwise covered by their medical benefits plan without reducing the generality of above. If employees choose to do this, the claimed expense will be considered a "health and wellness" expense.

Please note this is a taxable benefit to the employee and the appropriate amount of tax, employment insurance premiums and Canada Pension Plan premiums will be deducted from your bi-weekly pay when this benefit has been used. The taxable benefit on any unused portion of the allowance will be adjusted as a credit in the month of December each year.

This benefit can carry over for ninety (90) days following the end of the Articling term.

17.09 **Summer Students Expense Allowance**

The employer shall provide for each employee an expense allowance of up to \$500 during the summer term for use by employees for the following expenses:

- (j) fitness & wellness expenses
- (ii) work-related transportation expenses
- (iii) work from home -&-technological expenses

Receipts must be submitted for reimbursement. This is a taxable benefit.

Employees are advised, but not required to, obtain advance approval from the Firm to ensure that the expense that they plan to incur is covered by this benefit. All claims under the Expense Allowance are subject to Firm approval. Such approval will not be unreasonably withheld.

Eligible wellness expenses are intended to include expenses incurred to support an Employees general wellness, for example, but not limited to taking music or art lessons. Employees may also seek reimbursement under this expense allowance for medical or paramedical expenses otherwise covered by their medical benefits plan without reducing the generality of above. If employees choose to do this, the claimed expense will be considered a "health and wellness" expense.

Please note this is a taxable benefit to the employee and the appropriate amount of tax, employment insurance premiums and Canada Pension Plan premiums will be deducted from your bi-weekly pay when this benefit has been used. The taxable benefit on any unused portion of the allowance will be adjusted as a credit in the month of December each year.

This benefit can carry over for thirty (30) days following the end of the Summer term.

ARTICLE 18 - HOURS OF WORK

18.01 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 and where employees are not expected to work excessive hours on an ongoing basis.

The Student Committee will meet on a regular basis with employees to review 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.

ARTICLE 19 - SEVERANCE PAY

19.01 If the Employer ceases part or all of its operations and, as a result, is unable to provide work for a displaced employee which meets requirements for articling of the Bar Admission Course of the Law Society of Ontario, the employees shall be given thirty (30) days notice or severance pay on the basis of four weeks pay at the regular rate and accrued vacation leave.

19.02 Mergers or Amalgamations

In the event that the firm merges, or amalgamates with another firm, the union and the employees shall be given as much notice as possible, and best efforts will be made to place members of the bargaining unit with the resulting merged or amalgamated firm.

ARTICLE 20 - TRAINING

20.01 Training

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 reasonable training for the employee(s) affected, at the Employer's expense.

ARTICLE 21 - EQUIPMENT/WORKING CONDITIONS

21.01 Equipment

(a) Computers

The Employer shall provide each student with a computer in good working order, and maintain and upgrade that computer on the same basis as computers provided to the lawyers of the firm.

(b) Cell Phones

The Employer shall provide each student with a mobile phone for the duration of the articling period. This mobile phone will be in good working order, and be maintained on the same basis as mobile phones provided to the lawyers in the firm.

ARTICLE 22 - BENEFITS

22.01 Health Insurance Plan

The Employer shall pay the entire cost of premiums for each employee for the firm's plan at the single or family rate in accordance with the requirements of that plan and benefit coverage shall commence at the time of commencement of employment.

22.02 The Employer shall provide Summer Students with \$750 for mental health support and wellness. Receipts must be submitted directly to the Accounting Department.

For Articling Students, the Paramedical Specialities coverage provided in the Extended Health portion of the benefit plan will have a two-thousand-seven-hundred and fifty (\$2,750) annual maximum for the combined thirteen (13) Paramedical Specialities outlined in the benefits booklet.

ARTICLE 23 - HEALTH AND SAFETY

23.01 The Employer shall make reasonable provisions for the health and safety of employees during working hours, and the Union may bring to the attention of the Employer any suggestions in this regard.

The Employer shall provide Articling Students with an opportunity to meet the cochairs of the Joint Occupational Health & Safety Committee at the beginning of the articling term.

The Employer shall provide students with notice of all meetings of the Joint Occupational Health & Safety Committee. One student per meeting will be given the opportunity to participate in meetings of the committee subject to the firm's right to limit participation where confidential information is discussed.

23.02 Pandemic Planning

In the event of a pandemic which impacts the Employer, the parties agree to discuss interim changes necessary to allow for the continued operation of the Employer's functions.

23.03 Green Committee

The Employer recognizes the important role of the Union and employees in protecting the environment and creating a healthy workplace. The Employer and the Union agree to work cooperatively to identify and minimize the impact of climate change on the workplace and the community.

ARTICLE 24 - COPIES OF AGREEMENT

24.01 Employer Provides Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their 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 25 - NO STRIKES OR LOCKOUTS

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

ARTICLE 26 - WAGES

26.01 Wages will be paid in accordance with Appendix "A".

ARTICLE 27- OFFER OF EMPLOYMENT

27.01 The Employer shall provide all students a status update no later than the second week in March. In any case, the Employer shall endeavour to advise each Articling Student if there is a possibility of making an offer of employment to the student no later than eight weeks before the expiry of the student's articling term.

ARTICLE 28 - DURATION OF AGREEMENT

28.01 This agreement shall continue in force and effect until December 31, 2026. Either party to this Agreement may, not more than ninety (90) days prior to December 31, 2026, present the other party, in writing, proposed terms of a renewal of this Agreement and/or amendments to the Agreement. A meeting shall normally 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.

In witness whereof, the Parties hereto have caused this Agreement to be signed by its duly authorized representatives in Toronto this ____ day of _____, 20____.

For the Employer,

Ryan White
Ryan White (Feb 24, 2025 11:00 EST)

For the Union,

[Signature]

[Signature]

M. Afify
Mohamed Afify (Mar 4, 2025 14:48 EST)

Samuel Tyler
Samuel Tyler (Mar 4, 2025 15:15 EST)

[Signature]
Heather Murray (Mar 4, 2025 14:38 CST)

LETTER OF UNDERSTANDING #1

RE: STUDENT COMMITTEE

Further to Articles 8 and 18, this confirms the understanding of the parties with respect to the role of the Student Committee in resolving any specific issues raised by student(s) related to the articling program.

The Student Committee, as provided for in Article 8.02, shall meet with the articling students on a regular basis throughout the students' articling period to discuss any issue relating to the articling program or their articling experience. Such issues include, but are not limited to, the following:

- (a) Hours of work;
- (b) a balanced variety of work;
- (c) exposure to a variety of proceedings;
- (d) distribution of work;
- (e) constructive feedback;
- (f) ongoing supervision;
- (g) and any other concerns related to the articling program.

In addition to the above-mentioned regular meetings, where any student has any concern with respect to any issue relating to the articling program or their articling experience, the following process shall be followed:

- (a) Any student, on an individual or group basis, may request a meeting with the Student Committee at any time to discuss any such concerns or issues that may arise. Such request shall not be denied and the meeting shall occur within a reasonable period of time.
- (b) At said meeting, the student(s) shall provide a written statement outlining their concern(s) to the Student Committee.
- (c) Following the meeting, the Student Committee shall respond, in writing, to the student(s) who raised the concern within a reasonable period of time.
- (d) If at that point, the matter is not resolved to the satisfaction of the parties, the student(s) may request a second meeting with the Student Committee and a member of the Executive Committee to discuss the matter. At this second meeting, the student(s) shall have the right to be accompanied by a union representative.
- (e) Following the meeting, the Student Committee and/or the Executive Committee shall respond, in writing to the student(s) within a reasonable period of time.

LETTER OF UNDERSTANDING #2

BEST PRACTICES FOR WORK ASSIGNMENTS TO STUDENTS

Purpose: The purpose of this document is to outline the firm's expectations with respect to assignment of work to students. This is to ensure that the firm provides them with work and training that fulfills the firm's obligations to pursuant under Law Society of Ontario Rules and provides for the distribution of assignments to equitably support students' learning opportunities and workload.

1) Communication re Assignment of Work

- a) New assignments should be communicated by email to all summer students or all students on the lawyer's rotation. Students will decide amongst themselves who will take on each new assignment with regard to workload.
- b) Lawyers may nevertheless assign work directly considering factors including the following:
 - i. Students' prior involvement in the file;
 - ii. Lawyer has not had an opportunity to work with a student;
 - iii. Student has expressed interest in a particular area of practice which they have not yet been able to do;
 - iv. Student has particular language or other specialized skill.
- c) When assigning work, lawyers should provide sufficient information to allow the students to determine who will accept the assignment. Where possible and relevant, this information should include:
 - i. A description of the nature of the assignment including expected work product;
 - ii. To the extent applicable, content warning if sensitive issues are engaged which could foreseeably impact a student's mental health (e.g., sexual assault, suicide, client trauma);
 - iii. Specific research questions, where applicable;
 - iv. Proposed deadline and indication of whether the timeline is flexible;
 - v. Any resources or suggested starting points for research;
 - vi. Context for the assignment including key issues and documents. Students need sufficient factual background to focus their work and to understand what role it will play in the file.
- d) Lawyers should assign work with as much advance notice as possible and avoid assigning tasks with a deadline of one day or less. Avoiding short deadlines prevents unnecessarily placing students in the difficult position of negotiating multiple deadlines which is compounded by the power imbalance between lawyers and students. When a lawyer has no choice but to assign a task to a student with a deadline of one day or less, the lawyer should:
 - i. direct the request to all students to ensure that the students can discuss who is best positioned to take it on immediately;
 - ii. cc the Student Committee on the email request so that they can help to strategize and seek extensions for other work if necessary.
- e) Lawyers should encourage and be available for follow-up discussion regarding the assignment, including to reframe issues and provide other research guidance as the assignment progresses.

- f) Tell the student as soon as possible if their work is no longer needed.
- g) Attendance at hearings is an expectation and not a luxury. Students learn by watching different styles of advocacy, in the face of varied opposing counsel and adjudication venues. It is also a most effective way for them to see the fruits of their labour are put to use in a litigation context. Lawyers are asked to ensure that students are invited to hearings on files for which they have worked, well in advance of hearing dates. Students are typically unable to attend if asked to do so at the last minute since they normally have a heavy workload. To avoid this difficulty, lawyers are asked to ensure that their assistants reserve the hearing date in the applicable student's calendar when it is set.
- h) Where students have concerns or questions regarding workload or work distribution, they are encouraged to raise these concerns with the Student Committee in a timely manner for assistance with resolution. This can be done individually or as a group depending on the nature of the concerns.

2) Range of Work

- a) Lawyers are expected to turn their minds to the providing a range of work to articling students on their rotation during the course of a term. While research and memo writing are fairly standard assignments, lawyers are asked to ensure that the following are also addressed to the extent there is opportunity in their practice area:
 - i. problem analysis - identifying and analysing client problems, strategies for appropriate resolutions;
 - ii. interviewing and other methods of fact investigation - gathering and reviewing records, observing and taking notes during hearings etc.;
 - iii. planning and conduct of a matter - from the start to completion of a file, assisting in development and execution of legal strategy (e.g. witness selection, preparation of evidence and examinations, legal arguments and submissions);
 - iv. legal drafting - affidavits, factum, complaints, submissions, legal opinions etc.;
 - v. advising - in appropriate and limited circumstances under the lawyer's supervision (e.g. finalizing opinion letters for a lawyer's signature, direct legal advice to clients);
 - vi. advocacy - it is an expectation that students will attend hearings regularly.
- b) It is expected that each student will be provided with more advanced and challenging work as their rotation and articling term progresses. Lawyers should turn their attention to assigning increasingly challenging forms of work to the student which is appropriate to their skill level.

3) Feedback and Evaluations

- a) It is expected that after students perform work for a lawyer that they will receive timely and concrete feedback about the strengths and weaknesses of their work. This can be done in a variety of formats as appropriate, including discussion, tracked changes, or email comments.
- b) It is also expected that lawyers will complete requested student committee evaluations (one informal one about six weeks into their articles; formal ones in December and in March/April.)

LETTER OF UNDERSTANDING #3

RE: Pilot Mentorship

The Firm undertakes to provide additional mentorship on a pilot basis. Specifically, the Employer agrees to assign each incoming articling student a Partner mentor. The Partner mentor will supplement the mentorship provided by the Student Committee and will assist in the collection of feedback and day-to-day mentoring (including feedback on specific assignments where possible).

LETTER OF UNDERSTANDING #4

SUMMER STUDENT RECOGNITION

1. The parties agree that Summer Students are hired on a short-term basis and are not entitled to all benefits of the Collective Agreement. Specifically, the parties agree that the following terms will apply to Summer Students:
 - i) Article 1 (Purpose);
 - ii) Article 2 (Employer's Rights);
 - iii) Article 3 (Recognition and Job Security), subject to the amendment set out at paragraph 1 above and the new Art. 3.03;
 - iv) Article 4 (No Discrimination/Harassment) -- The parties agree that under Article 4.08, the Employer will provide summer students with an opportunity to meet the Equity and Diversity Committee at the beginning of their summer term. Summer students shall be entitled to participate in any meetings held during the summer period of employment on the same terms as the Articling students
 - v) Article 5 (Union Security);
 - vi) Article 6 (Union Dues);
 - vii) Article 7 (Union Representation);
 - viii) Article 8 (Educational Responsibilities) -- The parties agree that only Articles 8.02 (a), (b), (c), 8.03 to 8.05 will apply to Summer Students.
 - ix) The parties agree that under 8.03 (d), each summer student will have evaluations to review their performance, within eight (8) weeks of the commencement of their summer term. The parties agree that under 8.03 (e), the Employer will provide information for the students on the nature of the hire back process at the start of the summer term;
 - x) Article 9 (Grievances);
 - xi) Article 10 (Mediation/Arbitration);
 - xii) k. Article 11 (Discipline);
 - xiii) l. Article 12 (No Seniority);
 - xiv) Article 13 (Hiring);
 - xv) Article 14 (Holidays) -- The parties agree that Summer Students will only be entitled to compensation for those holidays which occur during the summer contract term.
 - xvi) Article 15 (Vacation) - Summer Students shall be entitled to a vacation with pay of five (5) working days during the summer period.
 - xvii) Article 16 (Leaves);
 - xviii) Article 17 (Payment of Wages and Allowances) -- The parties agree that only Articles 17.01 to 17.04 will apply to Summer Students.
 - xix) Article 18 (Hours of Work);
 - xx) Article 20 (Training);
 - xxi) Article 21 (Equipment/Working Conditions) – The parties agree that only Article 21.01 will apply to Summer Students and, for clarity, that Summer Students will not be provided with a mobile phone during the summer term.
 - xxii) Article 23 (Health and Safety) -- One summer student will be given an opportunity to participate in Joint Occupational Health & Safety Committee;
 - xxiii) Article 24 (Copies of Agreement);
 - xxiv) Article 25 (No Strikes or Lockouts); Article 26 (Wages) – the parties agree that Appendix "A" will be amended to include the Summer Student wage rate.
 - xxv) Article 28 (Duration of the Agreement); and

xxvi) Appendix "B" (Harassment & Discrimination Policy And Procedures For Cavalluzzo LLP)

2. The parties agree that terms and conditions of the collective agreement other than those listed at paragraph 2 do not apply to summer students. For clarity, the parties agree that the following articles do not apply to summer students:
 - i) Article 19 (Severance Pay);
 - ii) Article 22 (Benefits);
 - iii) Article 27 (Offer of Employment);

3. The parties agree that Summer Students are hired on a probationary basis and that no termination pay or severance pay will be paid upon the cessation of the summer term, even where the term is extended beyond three months.

LETTER OF UNDERSTANDING #5

STUDENT ABSENCE PROCESS

The parties acknowledge shared responsibilities to support employees who are unable to work for medical or other reasons while ensuring that professional responsibilities are fulfilled in a timely manner.

To promote physical and psychological health and safety of employees the employer affirms their obligation to ensure students are able to take time off work as permitted under the Collective Agreement and by the applicable rules of the Law Society of Ontario.

Vacation Requests

To schedule vacation days, employees are expected to check with other employees in their cohort to make sure they have not scheduled vacation for the same dates. It is acknowledged that employees should generally avoid scheduling vacations on the same day as other employees in their cohort. Exceptions may be made for periods of low work volume such as the holiday break, subject to urgent matters arising.

Advance notice

The student should submit their vacation requests in advance to the 'Designated ER Representative' within a reasonable time period and will make best efforts to make the request at least two weeks in advance. The student will also advise whether any other students in their cohort are scheduled for vacation at the same time. The Employer will make reasonable efforts to provide a response to vacation requests within 3 business days. Employees are expected to manage workload demands in consideration of scheduled vacation time and advise lawyers they are working of planned absences.

Sick Leave and Other Unplanned Absences

If a student uses one of their entitled leaves for an unplanned absences in this agreement, they will notify their Designated Representative, and their cohort, as soon as is reasonably possible.

If the student is able to do so, they are expected to notify the most responsible lawyer and their cohort with respect to work with urgent or upcoming deadlines. If there is an emergency that incapacitates them, make best possible efforts to notify the employer at the earliest opportunity.

Workload adjustments

The employer will take reasonable steps to reassign or adjust work when an employee is sick or otherwise unable to perform their duties. Employees may also request workload adjustments if they are experiencing difficulty meeting work demands due to personal emergencies. Such accommodations will be assessed and provided on a case-by-case basis depending on the extent and duration of the employee's absence.

The employer will take reasonable steps to ensure that a Designated Representative is available to discuss with any students concerns regarding their workload. The Employer agrees that it is a best practice to ensure employees are not expected to work when they are on entitled leave. This letter of understanding will be circulated to lawyers at the start of every student term.

APPENDIX "A" SALARY SCHEDULE

Salary Schedule

Articling Students

Effective January 1, 2025	\$1,885.77/week
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Effective January 1, 2026	\$1,932.91/week
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Summer Students

Effective January 1, 2025	\$1,753.77/week
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Effective January 1, 2026	\$1,797.61/week
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The Employer shall pay salaries bi-weekly on Thursdays.
The summer student rate shall be 93% of the articling students.

Retroactivity

Students currently employed will be paid retroactively in accordance with the above salary schedule.

APPENDIX “B” HARASSMENT & DISCRIMINATION POLICY AND PROCEDURES

RE: HARASSMENT & DISCRIMINATION POLICY AND PROCEDURES FOR CAVALLUZZO LLP (“THE FIRM”)

A. STATEMENT OF PRINCIPLES

1. The Firm is committed to providing a working environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal opportunities and prohibits discriminatory attitudes and practices. The Firm commits itself to taking the necessary proactive steps to establish a workplace culture where equity and diversity are promoted and harassment and discrimination are not tolerated.
2. Harassment and discrimination in employment on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, religion, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, same-sex partnership status, family status or disability (collectively, the "protected grounds") are illegal. The Human Rights Code and Rules 5.03 (Sexual Harassment) and 5.04 (Discrimination) of the Law Society of Ontario Rules of Professional Conduct prohibit discrimination and harassment. Unlawful harassment and discrimination based on the above-noted prohibited grounds is a matter of the utmost concern to the Firm as it offends the foundational principles of the Firm which are based on a commitment to advancing the principles of equity and social justice and struggling against discrimination for our clients and society. Such discrimination and harassment is also intolerable because it exacerbates wider systemic discrimination which those disadvantaged groups suffer.
3. In addition to the above protected grounds of harassment, the Firm also recognizes that individuals in the Firm are entitled to work free from personal harassment, which results in a harmful work environment for an employee or partner. As a Firm which is committed to seeking workplace justice for employees, the Firm will also not tolerate this type of harassment.
4. Accordingly, this procedure addresses both of these types of harassment and the Firm commits to taking every precaution reasonable in the circumstances and implementing all reasonable remedies to address the conduct and prevent it in the future.
5. Harassment and discrimination are offensive and unacceptable. The Firm has adopted this procedure to make clear that harassment and discrimination will not be tolerated in the Firm and the Firm will take the necessary remedial steps to ensure that such discrimination or harassment is put to an end and does not reoccur. This includes taking any appropriate remedial measures.
6. The Firm recognizes and acknowledges that harassment and discrimination on the basis of the protected grounds is often subtle in nature and is often reflective of unconscious beliefs, biases and prejudices.

7. The Firm recognizes the need to have fair mechanisms in place to implement and guide its equity and diversity policies, procedures and initiatives. These mechanisms include but are not limited to naming a member of the Executive Committee to take leadership over all equity and diversity initiatives and policies, including the prevention of harassment and discrimination; the implementation of the Policy for the Promotion of Workplace Equity; and the chairing of the Equity and Diversity Committee.
8. The Firm recognizes that proper education and training of all members of the Firm, including administrative staff, Articling Students, associate lawyers and partners, is important in developing a workplace free from harassment or discrimination. All members of the Firm should understand what constitutes harassment and discrimination, that it is harmful to individuals and to productivity, and that it is strictly prohibited.
9. It is the responsibility of all members of the Firm to raise concerns about discrimination and harassment. It is also the responsibility of all members of the Firm to respond to and not condone discrimination or harassment. The Firm encourages members to report incidents of harassment or discrimination, either as a concern or complaint.
10. The Firm has a duty to accommodate members of the Firm with respect to their needs and/or differences arising from protected grounds up to the point of undue hardship.
11. Every individual has the right to seek assistance from the Human Rights Tribunal of Ontario. Unionized employees also have the right to seek assistance from their bargaining agent at any time and exercise their rights under the collective agreement.

B. OBJECTIVES

12. The objectives of this policy and these procedures are:
 - a. To maintain a working environment that is free from harassment and discrimination and in which members of the Firm treat each other with mutual respect;
 - b. To alert all members of the Firm to the fact that harassment and discrimination in the workplace are offensive and demeaning practices that constitute an affront to the dignity of individuals in the Firm and are contrary to the law;
 - c. To set out the types of behaviour that may be considered offensive and which will not be tolerated by the Firm;
 - d. To establish a mechanism for receiving concerns and complaints of, or relating to, harassment and discrimination and to provide a procedure by which the Firm will deal with these concerns and complaints;

- e. To outline the preventative, remedial and disciplinary actions that may be taken to proactively address harassing or discriminatory attitudes and practices, when a concern or complaint of, or relating to, harassment or discrimination has been brought forward and/or substantiated.
- 13. This policy is not intended to constrain acceptable and consensual social interactions among individuals in the Firm or the normal exercise of the employer's management rights, in particular, the right to assign tasks and the right to reprimand or impose disciplinary sanctions.

C. APPLICATION OF THE PROCEDURES

- 14. These procedures apply to all members of the Firm, whether they are working part-time, full-time or casual, and regardless of their position in the Firm. The policy and these procedures also apply to others in the work context, such as dependent and independent contractors. The Firm will not tolerate harassment or discrimination in the workplace, whether by fellow employees, supervisors, associates or partners. It is also unacceptable for members of the Firm to engage in harassment or discrimination when dealing with clients, or other third parties with whom they interact in a professional capacity.
- 15. These procedures cover any employment-related environment including, but not limited to:
 - a. the office;
 - b. work assignments outside the office;
 - c. office-related social functions;
 - d. work-related conferences and training;
 - e. work-related travel; and
 - f. telephone communications, faxes, e-mail or other electronic communication, such as text messaging or on social media and networking websites, and other apps.

D. DEFINITIONS

- 16. "Complaint" means information raised to the Designated Person by a person who considers that they, or someone else, have been subjected to harassment or discrimination, about that harassment and discrimination. Complaints shall be addressed through the Informal or Formal Complaint Procedure, set out at sections 49 to 77 of this policy and these procedures.
- 17. "Concern" means information raised by a member of the Firm to the Designated Person about harassment or discrimination, or about an issue of systemic discrimination, about which the member of the Firm does not wish to make a complaint under the Informal or Formal Complaint Procedures. The information can pertain to the person raising the concern, or be something that the person

witnessed. Concerns shall be addressed through the Concerns Procedure, set out at sections 42 to 48 of this policy and these procedures.

18. "Condonation" relates to individuals who "know or might reasonably know" that harassment or discrimination is occurring and take no action to stop the offending behaviour. If the employer, whether an individual partner or member of the management of the Firm, knows or ought reasonably to have known that harassment or discrimination is occurring and fails to act promptly to resolve the matter, they have "condoned" the behaviour and may be violating this policy and these procedures.
19. "Discrimination" means a distinction or differential treatment of an individual or group, whether intentional or not, based on a protected ground, which has the effect of imposing burdens, obligations, or disadvantages on such individual or group not imposed upon others, or which withholds or limits access to opportunities, benefits, and advantages available to others. Initiatives, programs and policies implemented and/or supported by the Firm for the purpose of achieving and promoting equity and diversity are deemed not to be discriminatory.
20. "Designated Person" means the partner of the Firm that has been appointed by the Executive Committee to receive concerns and complaints under this policy and these procedures. See Equity & Diversity Committee Members. Dct #4822- 4373-5192.
21. "Harassment" means engaging in a course of vexatious comment or conduct against an individual in the workplace that is known or ought reasonable to be known to be unwelcome. Harassment also includes sexual harassment, which means engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or, making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Harassment also includes "personal harassment" which means comment(s) or action(s) directed towards a specific person or persons, which has the effect of creating an intimidating, humiliating, hostile or poisoned environment. Personal harassment must not be confused with the normal exercise of the employer's management rights, in particular, the right to assign tasks, to conduct performance appraisals, and the right to reprimand or impose disciplinary sanctions.

There may be circumstances where a single incident amounts to harassment.

22. "Protected grounds" means any of the following: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed (religion), sex (including pregnancy and breastfeeding), sexual orientation, gender identity, gender expression, age, record of offences, marital status (including the status of being married, single, widowed, divorced, separated, or living in a conjugal relationship outside of marriage,

whether in a same sex or opposite sex relationship, family status (being in a parent-child relationship) or disability (including mental, physical, developmental or learning disabilities).

23. "Malicious or bad faith complaint" means that a person has made a concern or complaint under this procedure that they knew was untrue. That is itself a violation of these procedures. However, the insufficiency of evidence to prove a concern/complaint does not mean that the concern/complaint was submitted in bad faith. A person who submits a concern or complaint in good faith, even where the same cannot be proven, has not violated this policy or these procedures.

E. RIGHTS AND RESPONSIBILITIES

1. Rights and Responsibilities of Members of the Firm

24. Each member of the Firm has the right to be treated fairly and respectfully in the workplace.
25. Each member of the Firm is responsible for playing a part in ensuring that the working environment is free from harassment and discrimination by not engaging in conduct which may constitute harassment or discrimination.
26. Each member of the Firm has a responsibility to raise concerns about discrimination and harassment and to co-operate in the investigation of a harassment or discrimination matter. Each member of the Firm involved in an investigation under these procedures must maintain confidentiality as prescribed in this policy and these procedures.

2. Responsibility of the Firm

27. The Firm is responsible for:
 - a. preventing and responding to harassment and discrimination on an ongoing and pro-active basis, whether or not formal written reports or complaints of harassment or discrimination have been brought to the attention of the Firm;
 - b. making all members of the Firm aware of the issue of workplace harassment and discrimination, and the existence of this policy and these procedures;
 - c. providing members of the Firm with information regarding avenues of recourse other than those available under this policy and these procedures;
 - d. regularly reviewing this policy and these procedures as often as is necessary (but at least annually) to ensure that it is providing appropriate mechanisms to meet the objective of achieving a discrimination-free and harassment-free workplace;
 - e. responding promptly and seriously to any concern or complaint of harassment or discrimination, regardless of whether or not it was raised formally in writing;

- f. promptly advising the complainant and respondent of any action taken in response to a complaint;
- g. promptly advising an individual raising a concern of any action taken in response to their concern;
- h. imposing remedial or disciplinary measures when a complaint of harassment or discrimination is found to have been substantiated;
- i. maintaining records as required by this policy and these procedures; and
- j. collecting and maintaining data regarding concerns and complaints made under the herein policy including, but not limited to, the date, nature (including prohibited ground, if any), and resolution of any concerns, and/or complaints in a manner that maintains the anonymity of the individual(s) concerned.

F. CONFIDENTIALITY

- 28. The Firm understands that it is difficult to come forward with a concern or complaint of harassment or discrimination and recognizes the interests of all individuals involved in keeping the matter confidential.
- 29. To protect the interests of the individual raising the concern or complaint, the person who is the subject of the concern or complaint, and any other person who may raise concerns about, or make complaints of incidents of harassment or discrimination (systemic or otherwise), confidentiality will be maintained throughout any process under these policies to the extent practicable and appropriate under the circumstances.
- 30. All records of concerns and complaints, including contents of meetings, interviews, results of investigations and other relevant material will be kept confidential by the Firm, except where disclosure is required by a disciplinary or other remedial process or by the law.

G. IMPLEMENTATION GUIDELINES AND STRATEGIES

- 31. The Firm will inform and educate all members of the Firm concerning the scope and content of this policy and these procedures for preventing and responding to workplace harassment and discrimination. The Firm will encourage all members of the Firm to raise concerns about harassment and discrimination. A copy of this document will be available to all members of the Firm on the Firm 'intranet'.
- 32. The Firm will ensure that everyone working for the Firm or who is a member of the Firm sign a "Commitment to the Prevention of Harassment and Discrimination at the Firm" (included at Appendix A of this policy and these procedures) acknowledging receipt and understanding of this policy and these procedures.

33. The Firm will review and revise this policy and these procedures as often as is necessary, but at least annually. The Firm will make any required changes to ensure the procedures meet the goals of providing a discrimination-free and harassment-free workplace.

H. PROCEDURES FOR HANDLING CONCERNS AND COMPLAINTS

34. The purpose of the following procedures is to ensure that concerns and complaints are handled expeditiously and fairly to ensure that the workplace is free of harassment and discrimination.
35. The Executive Committee shall appoint one partner to be the Designated Person to receive concerns and complaints under these procedures and carry out the duties assigned under this policy and these procedures.
36. The Executive Committee shall also appoint one partner to be the alternate Designated Person to receive complaints and carry out the duties of the Designated Person where the Designated Person is named as a respondent or is otherwise in a conflict of interest or is unavailable in a timely way.
37. Where a member of the Executive Committee is named as a respondent in a complaint or is otherwise in a conflict of interest, that member will withdraw from participating in the affairs of the Executive Committee that relate to that complaint.
38. An individual who has a matter relating to harassment or discrimination, or who considers that they have been subjected to harassment or discrimination is encouraged to bring the matter to the attention of the person responsible for the conduct ("the respondent"), if any, but is not required to do so.
39. Where the individual does not wish to bring the matter directly to the attention of the respondent, or where such an approach is attempted and does not produce a satisfactory result, the individual may bring the matter to the attention of the Designated Person under either:
 - (a) the Concerns Procedure; or
 - (b) the Informal or Formal Complaint Procedure.
40. Where the Designated Person receives a concern or complaint, the Designated Person shall determine the threshold question of whether, based on the information provided by the individual, the concern/complaint is one that falls within the scope of this policy and these procedures. If the individual is outside the scope of the policy, the Designated Person will so advise the individual. No further action will be taken under this policy and these procedures.
41. Where an individual brings a concern or complaint to the Designated Person under either the Concerns Procedure, or the Informal or Formal Complaint Procedure, and the individual raises a *prima facie* breach of the harassment and discrimination

policy, the Designated Person may be required by law to take action to address the concern, including addressing the concern/complaint under the Formal Complaint Procedures, even without the consent of the individual. That obligation should be made clear to the individual.

(a) CONCERNS PROCEDURE

42. The Firm shall devote the necessary resources to ensure that any concerns relating to harassment and discrimination (systemic or otherwise) are addressed appropriately and expeditiously.
43. The purpose of the Concerns Procedure is to provide an informal, non- adversarial mechanism for raising and addressing issues relating to harassment and discrimination, both on an individual and systemic level, through changes to policies and practices, educational and/or training initiatives.
44. An individual who has a concern with respect to harassment or discrimination (systemic or otherwise), relating to themselves, someone else, or to the Firm in general, may raise it verbally or in writing with the Designated Person. The individual should identify the nature of the concern, the identity of the person(s) whose conduct may be at issue, and the nature of the resolution that they are seeking.
45. The Designated Person may, in appropriate circumstances, attempt to effect an expeditious, informal and education-focused resolution of the concern by speaking to the person(s) whose conduct is at issue on behalf of the individual raising the concern (either on an anonymous or non-anonymous basis), facilitating a discussion between them to reach a mutually acceptable resolution, and/or by implementing appropriate measures. These measures, including educational and/or training measures, can be provided on an individual, group or Firm-wide basis.
46. Where the Designated Person communicates with the person(s) whose conduct is at issue, the Designated Person will make it clear that the purpose of the discussion is not to find fault but rather to create an opportunity for learning and reflection. Prior to any such communication, the Designated Person shall consult with the individual raising the concern about whether the concern will be communicated on an anonymous or nonanonymous basis.
47. Where an informal resolution is reached under the Concerns Procedure, the Designated Person shall keep a written record of the nature of the concern, the steps taken to address the concern and the nature of the mutually accepted resolution.
48. No record of the concern shall be kept in any personnel file.

(b) COMPLAINTS PROCEDURE

49. Complainants and respondents have the right to have a complaint dealt with as expeditiously as possible and the Firm shall devote the necessary resources to ensure an expeditious resolution.
1. Informal Complaint Resolution
50. A person who considers that they, or someone else, have been subjected to harassment or discrimination may seek an informal resolution of the problem by making a verbal complaint to the Designated Person. The verbal complaint should identify the allegation(s), the identity of the respondent and the nature of the resolution that the complainant is seeking.
51. The Designated Person may, in appropriate circumstances, attempt to effect an expeditious informal resolution to the complaint by speaking to the respondent on behalf of the complainant and/or facilitating a discussion between the complainant and respondent to reach a mutually acceptable resolution.
52. Where an informal resolution is reached under this procedure, the Designated Person shall keep a written record of the nature of the complaint, the steps taken to address the complaint and the nature of the mutually accepted resolution.
2. Formal Complaint Procedure
53. A person who considers that they, or someone else, have been subjected to harassment or discrimination may file a formal complaint with the Designated Person. The complaint shall be in writing based on the form provided at Appendix B and shall be signed by the complainant.
54. Upon receipt of the formal written complaint, the Designated Person will, without delay,
- a. provide a copy of the complaint to the respondent;
 - b. provide a copy of the discrimination and harassment policy and these procedures to the complainant and the respondent; and
 - c. advise the complainant and the respondent that they may be represented by a union representative, if applicable, or other person of their choice at any stage of the process when they are required or entitled to be present.
55. The respondent may, within 7 days, provide a written response, if any, to the complaint based on the Form provided at Appendix C. If a written response is not received by this time, the Designated Person will proceed to appoint an investigator. The Designated Person will provide the written response to the complainant.
56. The Designated Person shall either investigate the complaint or shall appoint an investigator to investigate the complaint.

57. The investigator will, within a reasonably expeditious time, interview the complainant to document the details of the complaint and what remedy the complainant is seeking.
58. The investigator will, within a reasonably expeditious time, interview the respondent to document their perspective of the events and ascertain, with the agreement of the complainant, if the respondent would be willing to proceed with mediation.
59. The investigator will also interview any other appropriate witnesses and review any necessary documents for the purposes of determining the facts related to the complaint.
60. The investigator will also, where necessary, re-interview the complainant and respondent to ensure that they have an appropriate opportunity to respond to allegations that have been raised through the course of the investigation.

3. Mediation Option

61. If at any point in the Formal Complaint Procedure process, the investigator and the parties consider that mediation is appropriate, the Designated Person shall appoint a partner of the Firm to act as mediator. In extraordinary circumstances, the Designated Person, in consultation with the Executive Committee, may appoint a person who is not a partner to act as mediator.
62. Where a resolution is reached through mediation, a written statement shall be prepared. The statement will contain a summary of the complaint, the response of the respondent, the agreed upon outcome and a mechanism to ensure appropriate implementation of the outcome. Both parties and the mediator will sign the statement. Where appropriate, a copy of the statement of resolution should be placed in the respondent's personnel file.
63. The outcome of the mediation and the statement of resolution will be reported to the Executive Committee. If the Executive Committee believes that notwithstanding the satisfactory resolution between the parties, the resolution has not addressed the employer's obligations under this policy and these procedures, the Executive Committee will consider whether an investigation is warranted.
64. If a satisfactory resolution cannot be reached through mediation, the Executive Committee will consider whether an investigation is warranted.

4. Investigation

65. The investigation will follow the steps identified in paragraphs 53-60, above, and will follow accepted principles of fairness, including:
 - a. an impartial investigation;
 - b. the right to know the allegation and the defence;

- c. the right to offer evidence and witnesses; and
 - d. the right to rebut relevant evidence.
66. Subject to such disclosure as is necessary to conduct a fair investigation, to allow parties to rebut information, to address remedial action, or as otherwise required by law, interviews with relevant parties and witnesses will be conducted in a manner that maintains the appropriate confidentiality.
67. Both parties will have an opportunity to identify witnesses or others to be interviewed and must provide this information to the Designated Person or investigator in a timely way. Any other person who may have information about the incidents may be interviewed. The witness statements, signed or unsigned, will be provided, in a sealed envelope, by the investigator to the Designated Person, where the Designated Person is not the investigator. The statements will be filed, together with the investigation report, in a sealed envelope. The witness statements shall be kept in a secured location and not in the witnesses' personnel file.
68. The investigation will be undertaken and completed within 30 days of the appointment of the investigator unless delays occur in good faith and no substantial prejudice will result to the person affected by the delay.
69. The investigator will provide a written summary of findings which will include:
- a. the allegations of harassment or discrimination;
 - b. the facts; and
 - c. the findings.
70. The written summary of findings will be provided to the complainant and to the respondent. The complainant and respondent will reply in writing within one week of receipt of the summary of findings or within such other reasonable period as agreed to by the parties or determined by the investigator.
71. The investigator will file a formal report with the Executive Committee that is based on the summary of findings and on the replies from the complainant and respondent. The report may also include recommendations on appropriate resolutions.
5. Action Taken Following Outcome of Investigation
72. After receiving the report of the investigator, the Executive Committee will make the final decision with respect to whether this policy and these procedures has been violated and will take all reasonable steps to ensure that the improper conduct stops and any necessary remedial measures are taken.

73. The purpose of this policy and these procedures is preventative and remedial. Specific consequences and measures will depend on the nature and severity of the violation.
74. The complainant and the respondent will be informed of the outcome of the investigation, the decision made by the Executive Committee as to whether this policy has been violated and what action will be taken as a result.
75. Where the investigation results in a finding that the complaint of harassment or discrimination is substantiated, the outcome of the investigation, and any remedial action, will be recorded in the respondent's personnel file. These written records will be maintained for ten years unless new circumstances dictate that the file should be kept for a different period of time. The complaint will not form part of the complainant's personnel file unless so requested by the complainant.
76. The Designated Person will ensure that there is appropriate monitoring of the situation following harassment or discrimination complaints.
77. If the complainant or respondent is not satisfied with the process or outcome of the investigation or the disciplinary action, they may within 10 days ask the Executive Committee to review and reconsider the matter.

I. Third Parties

78. The principles set out in this policy and these procedures are also intended to govern circumstances involving third parties who interact with members of the Firm. The Firm will not tolerate harassment or discrimination directed towards Firm members by a third party. Anyone experiencing harassment or discrimination by a third party (suppliers, clients, opposing counsel, arbitrators etc.) is urged to speak to the Designated Person as soon as possible so that prompt and effective measures can be taken by the Executive Committee to address the situation.
79. Anyone who becomes aware that a member of the Firm has experienced harassment or discrimination by a third party should report such conduct promptly to a member of the Executive Committee, the Designated Person, or the partner responsible for the client, where the conduct relates to the Firm's client.
80. The Executive Committee will take measures designed to address any such harassment or discrimination in keeping with the principles of this policy and these procedures.

APPENDIX A: COMMITMENT TO THE PREVENTION OF HARASSMENT AND DISCRIMINATION AT THE FIRM

I, acknowledge receipt of a copy of "Cavalluzzo LLP - Harassment & Discrimination Policy and Procedures".

I also agree with the intent to provide a work environment that is free from harassment and discrimination, and which provides for a cooperative, respectful, safe and professional work environment for all staff and members of the Firm.

Name: _____

Date: _____

Policy provided by: _____

Date: _____

APPENDIX B: COMPLAINT FORM

Complaint Form under Cavalluzzo LLP Harassment & Discrimination Policy and Procedures

I _____,
(Name of complainant) (Title) _____

have reasonable grounds to believe that

_____,
(Name of respondent) (Title) _____

in the _____, has discriminated against / harassed me in

employment or partnership on or about _____
(date)

The grounds of discrimination or harassment are:

The particulars are as follows:

Signed at: (place) _____ on: (date)

Complainant's signature: _____

APPENDIX C: RESPONSE FORM

Response Form under Cavalluzzo LLP Harassment & Discrimination Policy and Procedures

I _____
(Name of respondent) _____
(Title or firm name)
have received a complaint signed by

(Name of complainant)

(Title)
in the _____, alleging that I/the Firm have discriminated against / harassed
them in employment or partnership on or about _____(date)

I/the Firm deny the allegations and provide particulars as follows:

Signed at: (place) _____ on: (date) _____

Respondent's
signature: _____