

COLLECTIVE AGREEMENT

BETWEEN

RAVENLAW LLP/s.r.l.

AND

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

Expires May 31, 2027

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Definitions

Employer: RavenLaw LLP/s.r.l.

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 living common-law; or
 (c) are 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, to provide for a method for the settlement of any differences which may arise, and for the articling obligations of the Articling Students and the Employer.
- 1.02** Each of the Parties recognizes that the employment relationship described in this Agreement is subject to the authority of the Law Society and its requirements, rules and regulations with respect to its Bar Admission Course as established by the Law Society from time to time. The Parties agree that in the event of any conflict between the provisions of this Agreement and the said requirements, rules and regulations of the Law Society, the said requirements, rules and regulations shall prevail and the Parties shall meet to amend the Agreement as required.
- 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

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, for Articling Students and the Employer.
- 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** 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 Summer Students hired on summer contracts in the City of Ottawa and the City of Kingston.
- 3.02** It is understood that students under this agreement are employed for a fixed term of ten (10) months 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. The articling term may be extended by mutual consent of the employer and the student. 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.
- 3.03** It is understood that Summer Students under this agreement are typically employed between May and August of each year.

Article 4 - No Discrimination/Harassment

- 4.01** The employer agrees that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practised with respect to any Employee by reason of age; race; creed; sex; sexual orientation; gender or gender identity; 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; nor by reason of the exercise of any of the rights contained in this Agreement.
- 4.02** (a) **No Harassment**

The employer agrees that every bargaining unit member has a right to freedom from harassment by the Employer or agent of the Employer because of age; race; creed; colour; place of origin; ethnic origin; gender identity; 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.

4.02 (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.

4.02 (c) Harassment from the Employer

Harassment from the Employer shall be defined as any vexatious comment or conduct, written or verbal that is known or ought reasonably to be known to be unwelcome. Any work-related complaints about Employees shall be directed to the Articling Principal or partner in the firm.

4.02 (d) Personal/Performance Harassment

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

4.03 Harassment Definition

Harassment shall be defined as any vexatious comment or conduct that is known or should reasonably be known to be unwelcome, such as:

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

4.04 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.

Notwithstanding the above, in exceptional circumstances, the Employer may require testing where health or performance issues warrant.

- 4.05 Personal Rights**
Employees shall not be required to perform personal services or favours for partners, associates, other Employees of the Employer, or for clients or Employees of clients of the Employer.

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 Employee List**
The Employer will provide a list of all bargaining unit members to the Union in writing within one month of their offer of hire and no later than one month of their contract starting. This list shall include the name of Employees, their start date and contact information including phone and home address. The Employee contact list shall be submitted to the Local Union's office via postal mail and via electronic mail to president@cupe1281.ca within the timeline.
- 5.04 Collective Agreement Review Meeting**
Within two weeks of all Employees having started their employment, the firm shall provide space for the union to conduct a one hour orientation session. It is agreed that this orientation session may be rescheduled by either party in the event of workload or workplace demands. It is agreed that timelines for any grievance resulting from an incident occurring before such orientation shall be extended by fourteen (14) calendar days following the orientation session. Should no orientation session take place, timelines shall be extended by thirty (30) calendar days from the date that all Employees have started their employment.

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 Employer's Representative

One individual from the Human Resources Subcommittee or an authorized delegate shall be appointed as the Employer's Representative and they will have the final authority to represent the Employer to the Union and Employees, and they shall act in a manner that is consistent with the terms of this Agreement, and is not arbitrary, discriminatory or in bad faith. This Employer's Representative shall be the Union's point of contact for all purposes of this Agreement, except where otherwise explicitly provided herein.

7.03 (a) Shop Steward

On an annual basis the Union shall appoint a Shop Steward who has been elected by and from the members of the bargaining unit as defined in Article 3, to represent them to the Employer, in a manner that is consistent with the terms of this Agreement, and is not arbitrary, discriminatory or in bad faith. The Shop Steward shall be assumed to be the Employer's point of contact for all purposes of this Agreement, except where otherwise provided. Where there is no Shop Steward elected or where the Shop Steward requires representation, or a member requests, a member of the CUPE 1281 Executive or designated Union representative will be appointed to act as the point of contact with the Employer.

Given their short tenure, Summer Students will not elect their own shop steward during their term. Should the need arise, a member of the CUPE 1281 Executive or designated Union representative will be appointed to act as the point of contact with the Employer.

- 7.04 (a) Assistance of Representatives**
 Employees in the Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees, Local 1281, in dealing or negotiating with the Employer. Authorized representatives of the Union, including stewards, shall have the right to contact Employees at work on matters respecting this Agreement or its administration without loss of pay to either the steward or student. Upon reasonable prior notice, and with the permission of the Employer, such representatives shall have access to the Employer's premises to assist in the settlement of grievances as defined in Article 9.
- 7.05 (a) Bargaining Committee Employees**
 Employees shall be entitled to reasonable time to conduct union business during working hours on the Employer's premises in connection with the negotiation and administration of this collective agreement.
- 7.05 (b)** The Union will be entitled to select a negotiating committee of no more than three persons, and at least one member shall be selected by the CUPE Local 1281 Executive to act as the Union's designated rep. The Union will advise the Employer of the names of the members of this committee at the time it gives notice to bargain to the Employer. 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. During negotiating sessions, one Articling Student Employee shall be designated to be available to perform such work duties that may arise.
- 7.05 (c)** The Employer will select a negotiating committee of not more than three persons and not less than two persons. The Employer will notify the Union of the names on this committee within five business days of the Union's notice to bargain.
- 7.05 (d)** The Employer shall advise the firm's lawyers to familiarize themselves with the contents of the Collective Agreement.
- 7.05 (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 must be held not later than twenty (20) days after the request has been given.
- 7.06 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.
- 7.07 Notice to the Union**

Where notice or reply to the Union is required in the fulfilment of any clause of this Collective Agreement, such notice shall be in writing to the sub-local Steward, with a copy to the President of CUPE/SCFP Local 1281, 25 Wood St., Suite 102, Toronto, ON M4Y 2P9, or by email to president@cupe1281.ca.

7.08 The Employer agrees that employees may make reasonable use of the Employer's business equipment (including but not limited to computers, phones, fax machines, electronic mail, library resources, etc.) without charge to the employee or the Union, to conduct business for the Union that is directly related to the administration of this Collective Agreement. It is understood that the Union will reimburse the Employer for any long distance telephone charges, photocopying or fax charges incurred and that the use of this equipment shall not interfere with the Employer's business.

7.09 In Writing

For the purposes of this Agreement the term "in writing" shall refer to a hard copy letter drafted on company or union letterhead, which may be delivered by email or fax, as long as a hard copy is provided to the CUPE Local 1281 office by postal mail and date stamped within five 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.

Article 8 - Educational Responsibilities

8.01 Education Plan

It is understood and agreed that the Employer and the Employees have mutual rights and obligations arising from their participation in the Articling Program supervised by the Law Society of Ontario. These obligations include entry into the appropriate Articles of Clerkship, which contain mutual responsibilities owed between the Employees as students and the Employer as principal, and entry into, and fulfillment of, an Experiential Training Plan or an Education Plan approved by the Law Society of Ontario, and Administration of the Professional Responsibility Examination, and completion of the appropriate documentation throughout and at the end of the Articles of Clerkship.

It is specifically agreed that the Articles of Clerkship, the Education Plan and the Employee's and the Employer's respective rights and responsibilities in respect of the Law Society of Ontario are not a part of this Agreement nor a matter which can be the subject of a difference, grievance, dispute or claim under the Agreement.

8.02 (a) Feedback and Evaluations

Each articling student shall be assigned to an articling principal. Each principal will meet with her/his assigned student at least once every two months, calculated from the beginning of articles, to discuss matters of mutual concern and general issues relating to the articling program.

(b) Formal Feedback

Each Articling student will have evaluations to review their performance, within eight (8) weeks of commencement of their articles, at midarticles (during the 5th month of articling) and at approximately six (6) weeks before conclusion of their articles. The evaluation will be based on information about the student's performance that specifically relates to the student's demonstration of legal research, reasoning, advocacy, docketed hours, and professional skills. Information used for the purpose of evaluation will be sought out by the employer from the lawyers and support staff at the firm during the 2-week period prior to each evaluation (within 8 weeks of commencement of articles, during the 5th month of articling and approximately six weeks before the conclusion of articles).

- 8.02** (c) Summer Students will receive formal feedback from the Employer after four (4) weeks of employment. They will receive additional feedback at the end of their term. The Employer will strive to solicit feedback from the Summer Students' placement advisor.
- 8.03** Time sheets, or number of docketed hours, shall not be used for the purposes of discipline.
The parties agree that the opportunity of Employees to accompany lawyers to legal proceedings in order to observe the conduct of a matter is an important part of the educational process.
- 8.04** It is agreed that these written evaluations will remain confidential within the firm unless required to be forwarded to the Law Society of Ontario.
- 8.05** **Work Balance**
The Parties are committed to an enriching and well-rounded experience for Articling Students.
- (a) The Employer shall make reasonable efforts to ensure that each Employee experiences the full breadth of the firm's practice.
 - (b) The Employer recognizes its obligation to ensure that Employees are assigned the type of work that furthers the Law Society's "Articling Goals and Objectives" and that provides meaningful training for the practice of law.
 - (c) In particular, and without limiting the foregoing, the Employer recognizes its obligation to ensure that each Employee has the opportunity to spend a significant amount of time performing tasks related to the enhancement of professional skills (such as interviewing, problem analysis, planning and conduct of a matter, negotiation, legal drafting, attending court or tribunals, and advocacy).
 - (d) Any requirements made of an Employee shall be limited to matters stated in, or reasonably related to, the Employee's Education Plan as submitted by the Employer to the Law Society of Ontario.

- 8.06** Employees are entitled to complete the requirements of the Record of Experiential Training (RET) Course during working hours and on the Employer's premises provided it does not interfere with the Employees' timely performance of bargaining unit work. Time spent on the Course will be considered time worked.

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.

Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the manner outlined below. Employees shall have a right to representation by their Union Representative for all steps of the Grievance Process.

Pre-Grievance Discussion

- (a) The Union acknowledges that the first step in addressing any concern is for the employee to have a discussion about any complaint. The verbal complaint is first discussed with the employee's Supervisor or a member of the firm's Human Resources Committee and is mandatory step where the issue has not previously been raised with the employee's Supervisor or a partner on the Human Resources Committee.
- (b) If the responses to the verbal complaint/discussion are unsatisfactory to the employee, or no response is made within five (5) working days, the next step shall be processed as follows below.

9.02 (a) Grievance Procedure

All grievances shall be dealt with in the following manner:

Step One:

- i. The Union will file a written Grievance with the Employer's Representative within ten (10) business days of the date the incident first occurred, except for a grievance filed under Article 23 (Health and Safety) in which case the Union will have fifteen (15) business days or Harassment, in which case the Union will have thirty (30) business days.

- ii. The Employer's Representative will provide the Union with a written response within ten (10) business days.
- iii. The Union will seek to settle the dispute with the Employer's Representative to the satisfaction of the Union, which may include a meeting with an individual Employee. The Grievor has the right to be present at this step.
- iv. Failing resolution of the grievance to the mutual satisfaction of the Union and the Employer, either may request an escalation of the resolution process to Step Two within ten (10) business days of the issuance of the Employer's response.
- v. Should no further request or response be brought forward by the Union within the ten (10) days of the Employer's response being issued or a meeting taking place, the matter will be considered to be resolved to the mutual satisfaction of the parties, and no further action will be expected or required.

Step Two:

- i. Failing resolution of the grievance under Step One, the Union shall request a meeting with the Employer's representative to attempt to resolve the matter. This meeting will occur no later than ten (10) business days following the request.
- ii. Failing resolution of the grievance to the mutual satisfaction of the Union and the Employer, during the meeting either may request an escalation of the resolution process to Step Three after ten (10) business days following the last meeting attended by all parties.
- iii. Should no further request or response be brought forward by the Union within fifteen (15) business days following the last meeting attended by all parties, the matter will be considered to be resolved to the mutual satisfaction of the parties, and no further action will be expected or required.

Step Three:

- i. Failing resolution of the grievance under Step Two, the grievance will be resolved through the arbitration process as defined under Article 10 (Arbitration Clause)

9.02 (b) The time limits may be extended by mutual agreement.

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 an arbitrator, mutually selected by the union and the Employer, sitting as a single Mediator/Arbitrator under section 50 of the *Labour Relations Act* if he or she is available to hear the matter within ninety days of referral to arbitration.

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

- (a) Discipline will be progressive and shall include a verbal warning, written warning, suspension or dismissal, depending on the nature of the action or actions for which discipline is being imposed.
- (b) Except in cases of gross misconduct, no discipline shall be imposed without first holding a meeting, within five (5) days of the action requiring discipline coming to the attention of the Employer, to inform the Employee that discipline will be imposed unless the actions are corrected within a set timeframe. At such a meeting the following will be discussed:
 - (i) what the Employee has allegedly done such that the discipline may be considered; and

- (ii) what is expected of the Employee to correct the alleged problem; and the timeframe and actions required to correct the actions requiring discipline.
- (iii) the timeframe and actions required to correct the actions requiring discipline.
- (c) If, after the timeframe laid out above, the action has not been corrected, the Employer may advance discipline to the next stage.
- (d) The Employer may send an Employee home with pay at any time in the process while investigating the alleged matter resulting in potential discipline.

11.03 Picket Lines

Subject to the requirements of the Law Society of Ontario, 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** The Employer shall distribute a Welcome Flyer to all incoming employees within three (3) days of the commencement of their employment. The text of the Welcome Flyer is attached as Appendix B and may be amended from time to time as agreed by the parties.

Article 14 - Holidays

- 14.01** Employees shall be given the following paid holidays:
- New Year's Day
 - Family Day
 - Good Friday

- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- One half day on the 24th Day of December
- Christmas Day
- 26th Day of December
- One half day on the 31st Day of December
- National Day of Truth and Reconciliation

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.

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 employee is also entitled to one paid floating holiday. This floating day is to be taken on a mutually agreed date, such floating holiday not to be taken by more than one student at a time unless agreed to in advance by the Employer.

- 14.02** The 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 within five (5) business days of the orientation meeting in Article 5.04 of his/her intention to observe any religious holidays during the articling term. In the exceptional event of no orientation meeting occurring, the Employee shall notify the Employer no later than five (5) business days after the first two weeks of having started their employment. 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. In the event that an Employee fails to provide notice, as per the process specified in this Article, the Employer will not unreasonably withhold consent for Employee requests to take leave and substitute other paid days off under this Agreement. Leaves taken under this provision will be exercised under the same conditions as described in 16.01.

- 14.03** **Holiday Pay**
Employees required, in writing by a partner, 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.

Article 15 - Vacation

- 15.01** Articling Students shall be entitled to a vacation with pay of ten (10) working days during the ten (10) month articling period. Summer Students shall be entitled to a

vacation with pay of five (5) working days during. Summer Students must have their vacation days approved. Such approval will not be unreasonably denied.

- 15.02** Requests for vacation time shall be made in writing to the Office Manager and principal and shall be scheduled equitably, as arranged between the students, so as to ensure that one (1) student will not be on vacation at all times. Conflicts will be resolved by the office administrator.
- 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** It is understood that the holidays laid out in 14.01 shall not be counted towards vacation time.
- 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 guidelines. The Employer recognizes that some leaves may reduce a Student's articles significantly such that the Law Society may require an extension of the articling period or an abridgment based on compassionate ground. When such a situation arises, the Student shall ensure that all required notices are sent to the Law Society and shall make reasonable efforts to arrange with the Law Society for the continuation and completion of the Student's articles. The Employer agrees to offer reasonable and timely assistance.
- 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** (a) The Employer will endeavour to grant requests made at least two (2) weeks in advance, for leave without pay in order to attend the CUPE Local 1281 Convention, other CUPE Local 1281 General Membership Meetings or Stewards' Councils, CUPE Spring or Fall School and any other CUPE educationals, all for a cumulative maximum for the bargaining unit of ten (10) working days/per Articling Student in a twelve (12) month period; it is understood that no more than one (1) Articling Student may be on such leave at the same time.
- (b) The Employer will endeavour to grant requests made at least two (2) weeks in advance for leave without pay for students who are chosen to represent the Union at any authorized labour convention, or serving on the CUPE 1281

Executive Committee conducting official union business. Such leave is confined to the actual duration of the Convention or union business, and the necessary travel time. Such leave shall not exceed ten (10) working days per Articling Student in a twelve (12) month period; it is understood that no more than one (1) Articling Student may be on such leave at the same time.

16.04 (a) Sick Leave

Employees are entitled to sick leave with pay up to a total of 10 (ten) days.

16.04 (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, stepchildren, stepparent, or sibling;
- (b) three days for siblings' spouse, grandparent, grandchild or stepchild's parent;
- (c) one day for the purposes of attending funerals for uncles, aunts, cousins, nephews, niece;
- (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.

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.

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

The Employer recognizes that an Employee may have relationships of personal importance not listed in Article 16.05 (a), (b) and (c). An Employee may request in writing paid bereavement leave for a relationship not listed in Article 16.05 (a), (b) and (c). The Employee shall specify in the written request whether one, three or five days of paid bereavement leave is necessary in the circumstances given the nature of the relationship. The Employer shall receive and consider such

requests and exercise its discretion in a reasonable manner. The Employee shall comply with Article 16.05 (d).

Students may request additional compassionate leave to attend to an ill relative, spouse or like-relation, or chosen family member which shall be decided by the Employer in its sole and exclusive discretion on a case-by-case basis whether with or without pay.

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 her 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 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 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.

16.08 (b) Assisting with Political Campaigns

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

16.09 Political, Socio-Economic and/or Community Leave

Employees may request to attend political, socio-economic and/or community-based movements without loss of pay. Such requests will not be unreasonably denied. The Employer will consider current workload and deadline requirements when approving such leaves.

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 her/his salary and deductions.

17.02 Kilometre Allowance

Kilometrage rates paid to employees using their own automobiles for the Employer's business, upon approval of the Employer, shall be compensated at the applicable Canada Revenue Agency suggested per kilometer reimbursement amount in effect from time to time. As a condition of employment, the Employer does not require car ownership. When transportation is required, the Employee may elect to use their car at the approved kilometrage rate. If an Employee does not elect to use their own car, or if they do not own a car, the Employer will, if necessary, reimburse the employee for transportation appropriate to the occasion. However, it is understood and agreed that the possession of a valid driver's license or the ownership and availability of a car may affect the assignment of some tasks.

17.03 Night Travel Allowance

When an employee is required to work at the office past 9 p.m. or starts earlier than 7:00 a.m., taxi service or ride share services to and/or from the home of the employee, to a maximum of thirty dollars (\$30.00), shall be provided by the Employer. If the employee is reasonably concerned about her safety at other times taxi service may be provided at the sole discretion of the Employer.

17.04 (a) Tuition Fees

The Employer shall pay the actual cost for the Law Society of Ontario Licensing Process Fee examination fees, and application process fees plus HST for each Articling Student. The Employer will allow each student to print the materials at any of 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 an alternative arrangement for printing the materials.

(b) The Employer shall pay the full amount of the Law Society of Ontario Student Membership fee for each articling student.

The Employer shall pay any and all fees included in the Call to the Bar fee for each articling student. For further clarity, this includes the cost of any and all court attire requirements for the Call to the Bar.

(c) 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.

17.05 Professional Development Allowance

The Employer shall provide each employee reasonable opportunity 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. At the commencement of articles the Employer shall notify all new Employees that funding is available for Professional Development. Articling student Employees may request, subject to the provisional budget available, an education subsidy

per student in a twelve (12) month period for such activities. Such requests shall not be unreasonably denied.

17.06 CCLA Membership

The employer shall reimburse each articling student for the entire cost of a CCLA membership or relevant Local equivalent association.

17.07

The Employer shall, upon presentation of receipt, reimburse bargaining unit employees for the cost of a C.A.L.L. (Canadian Association Labour Lawyers) Student Membership. An Articling Student may also request that the Employer pay for a student membership in a legal association established to support, mentor or promote lawyers from diverse communities. Such requests will not be unreasonably denied.

17.08

The Employer shall also pay the equivalent of four (4) weeks' pay of the Employees' full salary, less statutory deductions, in respect of the aforementioned courses, or programs, as required by the Law Society of Ontario.

An Employee may apply to the Employer to have the four (4) weeks' pay paid earlier than the May 1 preceding the commencement of articles. The Employer will advise Employees of this option at the time of hiring, and in any event no later than the March 1 preceding the commencement articles.

In the event the employee refuses to commence employment with the Employer following receipt of these monies, the Employer shall be entitled to repayment of said monies and shall be entitled to commence whatever recovery proceedings it deems necessary in its sole discretion.

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 articling principal and/or mentor 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 all of its operations and, as a result, is unable to provide work for a displaced Articling Student 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. The Employer will pay the Summer Students as though they had worked to the completion of their term.
- 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**
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.
- 21.02** **Ergonomic Assessment**
The Employer shall provide for each new Articling Student an ergonomic assessment of their workstation within 30 days from the employee's first day of work. Such assessment shall include, but is not limited to, any necessary adjustments to the computer, desk and office chair as recommended.
- 21.03** **Office Space:** The Employer will make all reasonable efforts to provide Bargaining Unit employees with suitable office space. "Suitable office space" does not include desk space in an otherwise open office area.

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 a time that is in accordance with the terms of the plan. Summer Students will be provided with access to the Employee Assistance Program.

22.02

Until such time as the benefits plan provides coverage equal to or greater than the benefits this articles provides, the Employer will reimburse an Articling Student in an amount up to \$2000.00 for gender affirming surgery/procedures not covered by OHIP where the surgery or procedures are performed during the employee's articling term with the firm for the employee or the employee's dependent.

Article 23 – Website

23.02 Website

The Employer agrees that all incoming Articling Students will have their profile, including a professional photo and description of background featured on the firm website. Should any student not want their profile on the website, they must so indicate within one (1) month of commencing their articles.

Article 24 - Health and Safety

24.01

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.

24.02

Computer Stations

Pregnant employees shall have the right to refuse to work at computer stations with video display monitors which emit radiation.

Article 25 - Copies of Agreement

25.01

Employer Provides Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and her/his 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 26 - No Strikes or Lockouts

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

Article 27 - Wages

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

Article 28- Offer of Employment

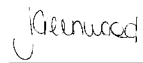
28.01 The Employer shall advise each articling student if there is a possibility of making an offer of employment to the student at the earliest possible date, and in any event, the Employer shall provide articling students a status update in the second week of March. The Employer shall advise each Summer Student if there is a possibility of making an offer of employment as an Articling Student within four (4) weeks.

Article 29 - Duration of Agreement

29.01 This agreement shall continue in force and effect until May 31, 2027. Either party to this Agreement may, not more than one hundred and twenty (120) days prior to May 31, 2027, present the other party, in writing, proposed terms of a renewal of this Agreement and/or amendments to the Agreement. A meeting shall be held within twenty (20) days at which time the parties will commence negotiations on the proposed amendments and/or terms of a new agreement.

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


For the Employer





J. Greenwood

2025

For the Union



Aimee McCurdy (Mar 24, 2025 11:51 EDT)




Heather Murray (Mar 24, 2025 16:02 EDT)

APPENDIX "A"

Weekly Salary

Effective June 1, 2025	\$1477.70/week (5%)
Effective June 1, 2026	\$1551.58/week (5%)

Summer students shall receive 95% of the above-noted amounts.

Retroactivity

Students currently employed will be paid retroactively, to the commencement of their employment, in accordance with the above salary schedule and in accordance with Article 17.07.

APPENDIX B

Welcome Flyer Language

The Union proposes the following language for Appendix B, in reference to the proposal of a New Article 13.02:

CUPE 1281: RAVENLAW WELCOME FLYER

You are unionized with CUPE 1281, the local of which RavenLaw students are a bargaining unit. As a member of this union, you have a Collective Agreement. Upholding the Agreement is a collaborative process between the union and the employer. Please familiarize yourself with the basics of the current agreement so that you can make sure you are receiving all of the benefits available to you and upholding all the responsibilities involved in being a union member. You are entitled to a copy of the agreement per article 5.02.

You can reach CUPE 1281 at: admin@cupe1281.ca

LETTER OF UNDERSTANDING BETWEEN:

RAVENLAW LLP (Employer)

And

CUPE LOCAL 1281 (Union)

Memorandum of Understanding for Employment Equity

The Union and the Employer agree to the following terms of this memorandum as having full force and effect. The Union acknowledges that the provisions of this memorandum are agreed to without prejudice and precedent as follows:

Employment Equity

The firm recognizes the value of diversity in the workplace and acknowledged the under-representation of the historically marginalized groups in the legal profession. To encourage students from historically under-represented groups to apply, the firm will post the following on its website:

“RavenLaw LLP/s.r.l. encourages applications for articling positions from students who self-identify as being from one or more of the following designated groups, and has regard for this factor in making hiring decisions: Indigenous peoples, racialized communities, persons with disabilities, trans and gender-nonconforming individuals, members of the LGBTQ+ community and women.”

In addition, with the assistance of its Equity Committee, the firm shall endeavour to promote diversity and inclusion in the workplace. For example, the firm may develop equity policies, prioritize Career and Professional Development events or other events with diverse speakers, acknowledge religious holidays outside of the Christian calendar, or provide mechanisms for employees to request accommodations based on the above factors and based on family status.

In affixing a signature, the parties below confirm that they have the legal authority to sign on behalf of the parties of the Agreement. The Employer legally acknowledges all rights and terms of this memorandum as having full force and effect.

Signed on this _____ day of _____, 20_____, in the cities of Ottawa and Toronto without prejudice and precedent

EMPLOYER'S SIGNATURE

[Handwritten Signature]

[Handwritten Signature]

mb/cope491

UNION'S SIGNATURE

Aimee McCurdy

Aimee McCurdy (Mar 24, 2025 11:51 EDT)

Charlene Coria

Heather Murray (Mar 24, 2025 16:02 EDT)