

COLLECTIVE AGREEMENT

Between

**THE ASSOCIATION OF PART-TIME
UNDERGRADUATE STUDENTS OF THE UNIVERSITY
OF TORONTO (APUS)**

Hereinafter called "THE EMPLOYER"



And



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

Hereinafter call "THE UNION"

Expiry Date: December 31, 2026

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DEFINITIONS

APUS

Association of Part-time Undergraduate Students of the University of Toronto, as defined by its Bylaws.

BUSINESS DAYS

A business day, which does not include weekends or statutory holidays, or University of Toronto St. George/APUS holiday closures.

DAY

Day means calendar day unless otherwise specifically stipulated.

DAYS WORKED

Days worked shall be defined as any day that the Employer's operations are providing service and the Employee is at work.

EMPLOYEES

Employees shall be defined as all individuals within the Bargaining Unit, including individuals hired on Full-time permanent, Part-time permanent, Temporary, or Student Contract basis. Term employees are not members of the Bargaining Unit.

EMPLOYER

The Association of Part-time Undergraduate Students of the University of Toronto, as represented by the Executive Committee.

EMPLOYER'S REPRESENTATIVE

An individual who is designated by the Employer and who is not a member of the Bargaining Unit, who will represent that Employer to the Union in a manner that is consistent with the terms of this Agreement. The Employer will provide notice in writing if and when the Employer's Representative should change.

FULL-TIME EMPLOYEES

Full-time Employees shall be defined as those regularly working 40 hours or more per workweek.

LABOUR-MANAGEMENT COMMITTEE

Up to two (2) representatives of the Employer, of whom one (1) shall be the Employer's Representative and up to two (2) representatives of the Union, of whom one (1) shall be the Shop Steward shall comprise the Labour-Management Committee. The Committee shall meet regularly to discuss all relevant issues raised by both the Employer and the Union.

MANAGEMENT COMMITTEE

The APUS Management Committee is comprised of three (3) representatives designated by the Employer, which will normally include the President, Vice-President

Internal and the Executive Director; the latter of whom serves as the Employer's Representative.

PART-TIME EMPLOYEES

Part-time Employees shall be defined as those regularly working 25 hours or less per workweek.

TEMPORARY EMPLOYEES

Temporary Employees shall be defined as all Employees who are hired for a period of no more than twelve (12) months to replace an Employee on leave. If the Temporary Employee is hired to replace an employee on pregnancy or parental or adoption leave, the period may be up to twenty-four (24) months.

Temporary Employees are in the Bargaining Unit and are eligible to receive benefits specified in the Collective Agreement, but do not have the rights to recall, seniority accrual, internal application, nor the right to grieve termination of their employment.

TERM EMPLOYEES

Term Employees shall be defined as all employees who are hired for a fixed term of no more than six (6) months to supplement the regular operations of the Employer. Time limits for Term Employees may be extended with consent of the Union in writing. Term Employees are not members of the Bargaining Unit, and may not grieve termination of their employment at the end of their contract.

Wherever possible, such Employees will be part-time students at the University of Toronto or registered at a post-secondary institution immediately before and during their employment.

The Employer shall provide two (2) weeks advance notice of its intention to hire a Term Employee.

The Employer agrees to pay all Term Employees a wage rate of not less than the lowest Bargaining Unit wage rate.

STUDENT CONTRACT EMPLOYEES

Student Contract Employees shall be defined as all students who are hired on a part-time basis for an Info Clerk position.

A Student Contract Employee may be renewed for a subsequent contract of no more than twelve (12) months.

Student Contract Employees shall be deemed to be permanent employees should their cumulative contracts extend beyond twenty-four (24) months.

Student Contract Employees are in the Bargaining Unit and are eligible to receive benefits specified by the Collective Agreement, but do not have the rights to recall,

seniority accrual, internal application, nor the right to grieve the termination of their employment at the end of their contract nor the failure to be renewed for a possible subsequent contract.

The Employer will not hire more than two (2) Student Contract Info Clerk Employees at a time. The rate of pay shall be subject to the provisions of Article 24.

If a Student Contract Employee becomes a permanent employee in an Info Clerk position with a break in service of no more than three (3) months, hours worked in the Student Contract shall count towards the probationary period, seniority, eligibility for benefits and sick leave, placement on the wage schedule and any other provision which requires accrued hours for entitlement.

ARTICLE 1 – PREAMBLE/PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to determine the extent and nature of democratic control of office procedures by those working in the office; to define clearly the hours of work, the rates of pay, and conditions of work; to provide for an amicable method of settling differences which may, from time to time, arise; to recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment and service; to promote the mutual interest of the Employer and its employees, in recognition thereof, the Parties hereto covenant and decree as follows:

ARTICLE 2 – EMPLOYER RIGHTS

- 2.01** The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct employees, subject to the terms of this Agreement.
- 2.02** All rights, powers and authority of management are retained by the management, and shall remain exclusively and without limitation within the rights of management. Without limiting the generality of the foregoing, management's rights include:
- a)** The right to maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees, and the right to discipline and dismiss employees for just cause.
 - b)** The right to select, hire, discipline, dismiss, transfer, assign to shifts, promote, classify, lay-off, re-call and suspend employees and select employees for positions not covered by this Agreement.
 - c)** The right to determine and establish standards and procedures for the efficiency of the Employer's operations, including establishing standards of care; to direct the working force; to plan, direct and control the operations of the Employer; including the extent to which the Employer will operate; to determine the amount of supervision necessary; to combine or split up a department; to determine work schedules; and to determine the number of employees required for the purposes of the Employer, including increases and decreases in personnel.
 - d)** The sole and exclusive jurisdiction over all operations of the Employer and all buildings, machinery and equipment used by the Employer.
- 2.03** It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement, and it is understood that a claim that the Employer has improperly exercised these rights shall be a proper subject for grievance.
- 2.04** The Employer reserves the right to amend or introduce new rules from time to time in meaningful consultation with the Labour-Management committee (see Article 8), communicated to all staff and the Union in writing.

2.05 Employer's Representative

The Executive Director (or an Executive Committee member so designated by the Employer) shall be 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. The Employer's Representative shall be the Union's point of contact for all purposes of this Agreement, except where otherwise explicitly provided herein. The Employer will provide notice in writing if and when the Employer's Representative should change.

ARTICLE 3 – RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1281 as the sole and exclusive collective bargaining agent for all of its employees save and except Executive Director and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative, which may conflict with the terms of this Agreement.

3.03 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have reasonable access to the Employer's premises in order to confer with any employee on matters arising out of this Collective Agreement.

3.04 Employee's Right to Participate

Desiring to maintain participation in the Association's operations over and above the participation provided for in job descriptions, the Employer agrees that all Board of Director meetings, General Meetings, and Annual General Meetings, with the exception of those meetings which deal with contract negotiations, formal grievances and all matters concerning employees discipline, discharge and suspension, shall remain open to all employees.

3.05 Commitment to Regular Work

The Union and the Employer share the objective of providing regular employment and job security to the extent that it is possible for all full-time and part-time employees in the Bargaining Unit, as defined in Appendix A. Term Employees will not be hired and contracting out will not be utilized so as to result in the displacement or lay-off of Bargaining Unit members.

a) Temporary and Term Employees

The Employer may, from time to time, hire employees on a temporary basis to replace an Employee on leave or to supplement the regular operations of the Employer. Such Term or Temporary Employees shall not be hired so as to result in the displacement, discharge, or lay-off of Bargaining Unit members.

b) Extension of Term Position

A position occupied by a Term Employee may become a regular position in the Bargaining Unit with mutual agreement of the Employer and the Union, in writing. If made into a regular position, the Union and the Employer agree to subsequently amend Appendix A of this Agreement to include the position. Hiring for the new position shall be done in accordance with Article 16 of this Agreement.

3.06 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 3.01, 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. The Union will notify the Employer in writing when the Shop Steward or designated Union representative should change.

The Shop Steward shall be entitled to leave their work, with the Employer's consent, during working hours in order to carry out their functions under this Agreement, such work being limited to attendance at meetings with the Employer and participation in negotiations. The Union shall inform the Employer in writing as to which employee is Shop Steward. Where the Shop Steward is not available or is unable to act as representative, the Union shall inform the Employer's Representative by email of the name of the designated Union representative.

Time spent performing such union duties, including work performed on various committees, shall be considered as time worked, and shall be paid by the Employer up to a maximum of 42 hours per calendar year. It is understood that the maximum time paid by the Employer for any number of employees fulfilling the duties of Shop Steward throughout the year shall be 42 hours total. In a bargaining year, the Shop Steward or their designate from the Bargaining Unit on the Bargaining Committee, shall be paid in accordance with section 31.01 of this Agreement for time spent in negotiations.

3.07 No Contracting Out

In order to provide job security of the members of the Bargaining Unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company or non-unit employee, except by mutual agreement and without prejudice.

ARTICLE 4 – DISCRIMINATION AND HARASSMENT

This Collective Agreement affirms the Duty to Accommodate under the Ontario Human Rights Code. This Collective Agreement affirms the duty to accommodate as informed by three principles: respect for dignity, individualization, as well as integration and full participation.

The Employer and Employees are encouraged to familiarize and stay current with The Code across all stages of management and employment cycle including but not limited to hiring and onboarding processes.

4.01 No Discrimination

The Employer agrees that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to any employee or applicant for employment in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise, by reason of age, race, creed, colour, place of origin, ethnic origin, citizenship, ancestry, native language, class, disability (including visible and hidden disabilities), positive Human Immune Deficiency virus (HIV) test, acquired Immune Deficiency Syndrome (AIDS), AIDS related illnesses, AIDS related complex (ARC), political or religious affiliation, beliefs or activities; sex, gender, sexual orientation, gender expression, gender identity, by reason of their membership in the Union or union activity, marital status, parental status, family status, number of dependents, record of offenses, course load, place of residence nor by reason of the exercise of any of the rights contained in this Agreement. Employees who consider themselves to have been discriminated against shall be entitled to file a grievance under the grievance/arbitration procedure contained in this Agreement.

Any claim by an employee or the Union pertaining to a violation of the *Human Rights Code* (OHRC), or the *Employment Standards Act* (ESA), or any other labour relations legislation may be the subject of a grievance while shall be processed in accordance with the Grievance Procedure.

4.02 No Harassment

The Employer shall take all reasonable and appropriate steps to ensure that the working environment is free of any form of harassment. The Employer agrees that there shall be no form of harassment exercised or practiced with respect to any Bargaining Unit member or any applicant seeking to become an employee, by reason of any of the grounds set forth in Article 4.01.

Notwithstanding other forms of discrimination listed in the *OHRC*, the *ESA*, and Article 4, there shall be no sexual harassment.

4.03 Harassment Definition

Harassment shall be defined as an) 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 or offensive graffiti, picture 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 conducting the investigation of a grievance under this Agreement.

4.04 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 Employer's Representative.

4.05 Personal/Performance Harassment

Any work-related or performance complaint expressed to an Employee in a public setting shall be defined as personal harassment. Any work-related or performance complaint expressed by anyone other than the Employer's Representative (or designate), to the Employee shall be defined as personal harassment.

4.06 Personal Rights

The rules, regulations, and requirements of employment shall be limited to matters pertaining to work requirements. Employees will not be asked or required to do personal services for a Board member, Executive member or supervisor, which are not connected with the operation of the Employer.

4.07 No Testing

No employee or applicant for employment shall be required to submit to a blood test, lie-detector test, or any other test result for illness or drug dependency, not otherwise required by governmental requirements.

4.08 Definition of Sexual Harassment

The Employer shall take all reasonable and appropriate steps to ensure that no form of sexual harassment is allowed in the workplace or work-related situations. Sexual harassment shall be defined as:

Any unwanted sexual comments, looks, suggestions, physical contact or coercion of a persistent or abusive nature or that the employee finds objectionable or offensive and that causes the employee discomfort, or

- a) Implied or expressed promise of reward for complying with a sexually oriented request, or
- b) Implied threat of reprisal in the form either of actual reprisal or the denial of opportunity of the refusal to comply with a sexually oriented request, or
- c) Sexually oriented remarks and behaviour, which may be reasonably perceived to create a negative psychological and emotional environment for work. Employers who consider themselves to have been sexually harassed shall be entitled to the grievance/arbitration procedure of this Agreement.

4.09 Definition of Gender/Transgender Harassment

Gender harassment shall be defined as offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of sexual preference or gender/transgender, but which may not be sexually motivated. This excludes any measures that are put in place to promote the inclusion and advancement of those groups who traditionally have been given less advantage or privilege. Employees who consider themselves to have been harassed on this basis of their gender shall be entitled to the grievance/arbitration procedure of this Agreement.

4.10 Definition of Racial/Ethnic Harassment

Racial/Ethnic harassment shall be defined as offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of race, creed, color, place of origin, ethnic origin, citizenship and/or ancestry. Employees who consider themselves to have been harassed on the basis of their racial/ethnic origin shall be entitled to the grievance/arbitration procedure of this Agreement.

4.11 Definition of Harassment on the Basis of Hidden or Visible Disabilities

Able-ism or harassment on the basis of one's disability shall be defined as offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of a hidden or visible disability. The Employer agrees that employees with disabilities (visible and/or hidden) should be accommodated as much as possible to ensure that the employees can fulfill the duties of the job comfortably and with dignity. Employees who consider themselves to have been harassed on the basis of their disability shall be entitled to the grievance/arbitration procedure of this Agreement.

4.12 Definition of Disability

In this article, the term "disability" shall be defined as follows:

- a. any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and without limiting the generality of the foregoing, including diabetes mellitus, epilepsy, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or on a wheelchair or other remedial appliance or device, or
- b. a condition of mental retardation or impairment, or
- c. a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language or
- d. a mental disorder
- e. an injury or disability for which benefits were claimed or received under the Insurance Plan established under the Workplace Safety and Insurance Act, 1977.

4.13 The Employer agrees to undertake ongoing education for Executive Members, and the Executive Director regarding the provisions in Article 4.

ARTICLE 5 – UNION MEMBERSHIP AND DUES CHECK-OFF

5.01 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 employee(s), their start date and contact information including email address and home address. The employee contact information / list shall be submitted to the Local Union's office via electronic mail to president@cupe1281.ca and office@cupe1281.ca within the timeline.

5.02 Deductions

The Employer shall deduct from Employees the amount authorized as Union dues, and assessments, each pay period. The amount of such dues and/or assessments shall be certified to the Employer in writing by the President or Treasurer of the Union.

Deductions shall be remitted to the Union monthly and shall be forwarded to the Treasurer of the Union not later than fifteen days before the end of the month. A remittance sheet will accompany the dues. The remittance sheet will include Employees home addresses and personal phone numbers from whose wages the deductions have been made.

T-4 slips will include union dues paid by each union member in the previous year.

ARTICLE 6 – UNION ORIENTATION

- 6.01** The Employer and the Union agree to acquaint new employees with the fact that a union agreement is in effect. The Employer shall inform each new employee of the name, work email, and telephone number of the Shop Steward. The Employer shall provide a copy of the Collective Agreement.
- 6.02** An officer of the Union shall be given an opportunity to meet for one (1) hour with each new employee within their regular hours of work, without loss of pay, for the purpose of acquainting the new employee with the benefits and duties of Union membership and their Collective Agreement.

ARTICLE 7 – CORRESPONDENCE

7.01 DEFINITIONS

In Writing

Where notice or reply to the Union is required by any clause of this Collective Agreement, such notice shall be in writing, unless otherwise stated.

To CUPE:

In writing shall refer to:

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

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

To CUPE 1281 Staff Representative via their work email address or via mail to the CUPE 1281 Office.

To the Employer:

In writing shall refer to:

A hard-copy or electronic letter to be delivered:

To the Employer Representative or their designate via their work email address or via lettered delivered by hand or by mail to the Employer's office.

7.02 Exchange of Information

In order to facilitate collective bargaining, the parties agree to share information, data, reports, save only privileged communications, upon request. Such information may include the following: job descriptions, positions in the bargaining unit, current wage and benefit levels, technical information relating to comparative wage surveys, cost of living, other economic indicators, financial statements, audits and budget data.

ARTICLE 8 – LABOUR-MANAGEMENT COMMITTEE

8.01 Committee Composition

The Labour-Management Committee serves as an advisory body that will inform the organization in the area of staff relations and workplace policy and procedures. The committee exists to promote dialogue between the union and management. Wherever possible, decisions will be implemented by the respective Parties.

8.02 Committee Responsibilities

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

- a. Consider productive criticisms and/or concerns of the activities of the Employer and Employees to foster better working relations.
- b. Promote good working conditions.
- c. Recommend to the Union and to the Employer action with respect to the decisions made by the Committee.

8.03 Scope of Discussions

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

8.04 Minutes to be Written and Signed

8.05 Meetings of the Committee

Labour-Management meetings shall be scheduled by mutual agreement at the request of either Party not later than ten (10) business days after a request has been made. Agenda items shall be mutually agreed upon five (5) business days before each meeting. Addition of agenda items from the floor shall not be unreasonably withheld. The Committee shall meet at minimum once per academic term/session (i.e. summer term, fall term, winter term).

8.06 Time Off for Meetings

All Labour-Management Committee meetings shall be considered time worked for union representatives to the Committee who are in the employ of the

Employer.

8.07 Technical Information

The Employer shall make available to the Union, on request, information required by the Union, such as job descriptions, positions in the Bargaining Unit, job classifications, wage rates, staff benefits, and such other technical information and reports, records, studies, surveys manuals, directives or documents required for the Labour-Management Committees business.

ARTICLE 9 – RESOLUTION AND REPORTS OF THE EMPLOYER

9.01 Copies of Resolutions

Copies of all APUS Board of Director meetings, General Meetings, and Annual General Meetings approved minutes, and APUS By laws as adopted and approved are to:

- a) be forwarded to the Union and
- b) be circulated in writing to all Bargaining Unit Employees within 30 days of the adoption.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 Grievance Defined

A grievance is defined as any difference arising between the employees or the Union and the Employer concerning the interpretation, application, administration, or alleged violation of this Agreement. An earnest effort shall be made to settle grievances fairly and promptly in the following manner.

10.02 Grievance Steps

All grievances shall be dealt with in the following manner. At all steps, the authorized Union Representative shall be present, except where the Shop Steward is designated by the Union to attend with, or as a replacement for, the Union Representative. The Union will notify the Employer in writing, in advance of the meeting, if the Shop Steward is replacing the authorized Union Representative at any grievance meeting.

Step One:

Where an employee believes they may have a grievance, they shall discuss the matter with the Employer's Representative within ten (10) business days after they became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance. The employee has the right to union representation at Step One meetings, which shall normally be the Shop Steward but may be the authorized Union representative if the employee requests. The Employer's Representative shall reply to the grievor and the Union, in writing, within ten (10) business days after the matter is discussed with the grievor at Step One.

If the reply is not satisfactory, the Union may escalate the resolution process to Step Two within ten (10) business days of the issuance of the Employer's response.

Where the grievance relates to harassment committed by the Employer's Representative against the grievor, a designate from the Management Committee shall be appointed to replace the Employer's Representative at all steps of the grievance procedure.

Step Two:

- a. Failing resolution of the grievance under Step One, the Union may request a meeting with the Employer's Representative to attempt to resolve the matter. An additional member of the Management Committee may also be present. This meeting will occur no later than ten (10) business days following the request.
- b. Failing resolution of the grievance to the mutual satisfaction of the Union and the Employer, either may request an escalation of the resolution process to Step Three after ten (10) business days following the last meeting attended by all Parties.
- c. 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:

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

10.03 Union Grievance

The Union shall have the right to originate policy grievances on behalf of the Union, or a group of employees, and to seek adjustment with the Employer in the manner provided for in this Article. Such grievances shall be initiated at Step 2 of the grievance procedure.

10.04 Employer Grievances

The Employer shall have the right to originate grievances on behalf of the Employer and to seek adjustment with the Union in the manner provided for in this Article. Such grievances shall be initiated at Step 2 of the grievance procedure. In the case of a harassment grievance filed by the Employer against the Union, the Employer may request an alternate Union representative until such time as the matter has been resolved.

10.05 Confidentiality

The Employer recognizes the principle of confidentiality and agrees that the identity of any grievor(s) and the fact and substance of any grievance(s) shall only be made available on a "need to know" basis. This clause in no way limits the employer's ability to investigate grievances.

10.06 Harassment or Discrimination Grievances

The Union may submit a grievance at Step 2 of the grievance procedure for an employee who alleges they have been harassed by the Employer, by a member of APUS, by a member of the University of Toronto campus community or by a co-worker, or who is accused of harassment.

10.07 Separation of Parties in cases of Harassment or Discrimination

In the event that a grievance arising from harassment or discrimination outlined in Article 4 has been filed the Union, the grievor has the right to request that the person alleged to be in violation not to come into contact with the grievor(s) until such time as the matter has been resolved to the satisfaction of both the Union and the Employer.

In the event that a grievance arising from harassment or discrimination outlined in Article 4 has been filed and the person alleged to be in violation is an employee, the grievor(s) have the right to be separated from that employee until such time as the matter has been resolved to the satisfaction of both the Union and the Employer. Such resolution may include continued separation. Separation pursuant to this article shall not constitute discipline.

ARTICLE 11 – ARBITRATION

11.01 Arbitration

The arbitrator is to be governed by the following provisions:

- a) The arbitrator shall hear and determine the subject of the grievance and shall issue a decision, which is final and binding upon the Parties and upon any Employee or Employer affected by it.
- b) The arbitrator shall determine their own procedure, but shall give full opportunity to all Parties to present evidence and make representation.
- c) The arbitrator shall not have the power to alter or amend any provision of this Agreement.
- d) The Parties and the arbitrator shall have access to the Employer's premises at a time mutually agreeable between the arbitrator and the Employer to view working conditions, machinery, or operations which may be relevant to the resolution of the grievance.
- e) The arbitrator shall have the power to modify penalties, and relieve against non-compliance with time limits, or any other technicality or irregularity, for both the Employer and the Union.
- f) The arbitrator shall have jurisdiction to determine whether a grievance is grievable.

11.02 Scope of Arbitration

The Parties shall not introduce into the arbitration procedure any documentation or arguments unrelated to the grievance.

11.03 Time Line for Arbitration Notice

A representative of the Employer and representative of the Union shall meet within ten (10) business days of notification of the intent to proceed to arbitration, for the purpose of selecting a single arbitrator. The Board of Arbitration shall be composed of one person.

11.04 Agreement on Arbitrator

Where a single arbitrator has been agreed upon by both representatives, the arbitrator shall be requested in writing, by the Party requesting the arbitration, to set a place, time, and date for the hearing within ninety (90) calendar days of such request.

11.05 Availability of Arbitrator

Where a single arbitrator does not accept the request to arbitrate, or where they are unable to set a hearing date within the ninety (90) calendar days stipulated, the two representatives shall meet within five (5) business days to select another arbitrator.

11.06 No Agreement on Arbitrator

Where the representatives are unable to agree on a single arbitrator within ten (10) business days of meeting for that purpose, or where two (2) arbitrators have been selected but declined or were unable to set a date within the ninety (90) calendar days specified, either Party shall request, in writing, to the Ontario Minister of Labour, that an arbitrator be appointed.

11.07 Cost of Arbitration

The Parties shall jointly bear the expenses of the arbitrator.

11.08 Clarification of Arbitrator Decision

Should the Parties disagree as to the meaning of the decision of the arbitrator, either party may apply within ten (10) business days to clarify the decision.

11.09 Time Limit Extensions

The time limits may be extended by mutual agreement between the Union and the Employer.

ARTICLE 12 – DISCHARGE, DISCIPLINE AND SUSPENSION

12.01 Just Cause

The Employer shall not discipline or discharge any employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the Employer. Any type of disciplinary action will be subject to the grievance and arbitration procedure. All matters relating to discipline and discharge shall be considered confidential. Discipline that does not comply with the article cannot form part of the employee's permanent record.

12.02 Immediate Dismissal/Discipline

The Union acknowledges that acts of gross misconduct or neglect of duty will constitute just cause for immediate dismissal / discipline in which case the Employer is not required to hold a Step 1 Meeting and may proceed directly to the imposition of suspension or discharge. The Employee will be notified in writing of the grounds for dismissal or discipline as soon as reasonably possible with a copy provided to the Union in writing.

12.03 Principle of Progressive Discipline

The Employer accepts and gives effect to the principle of progressive discipline by adopting the procedures set forth below. The Employer recognizes that, prior to imposing disciplinary action, an Employee shall be given reasonable opportunity to correct the situation complained of. Failure of the Employer to conform to the provisions of Article 12 shall render the discipline or discharge null and void.

12.04 Discipline Procedure and Union Representation Step 1 - Meeting

Prior to imposing discipline, the Employer shall notify the Employee and the Union in writing that it is considering imposing discipline on the Employee and will schedule a meeting to be held within ten (10) business days (not to coincide with vacation time or sick days) to discuss the subject matter formally. The notice of meeting shall include: i) an explicit reference to "Article 12.04 Step 1 - Meeting" and a brief but clear statement of the specific allegations, which may result in the imposition of discipline, ii) the time, place, and date of the meeting, and iii) shall inform the Employee of their right to Union representation at the meeting.

At the meeting the Employer shall outline the specific basis for discipline and shall also at that time provide an opportunity for the employee to respond to the allegation. A Union representative, which may be the Shop Steward, must be present in order for the meeting to occur.

Step 2 - Letter of Warning

The Employer has the responsibility to warn an employee and the Union in writing that an act or omission has occurred which if repeated, could lead to further discipline or dismissal. If the matter is not dismissed or otherwise resolved as a result of the meeting in Step 1, or where the Employee waives explicitly, or implicitly by not attending, the Employer, within fifteen (15) business days (not to coincide with vacation time or sick days) may issue a Letter of Warning. The Employer also has the responsibility to specify in writing the required standard or expected standard with regard to the act, omission, or required standard. The employee shall be given a reasonable amount of time to meet the expected standard and/or bring their work up to the specified standard. The date shall be determined by the Employer. No act, omission, or failure to conform to a required standard shall appear in a Letter of Warning that did not appear in the Notice of Meeting issued in Step 1.

Step 2b - Subsequent Warning

If the act or omission has recurred, or continues to occur, the Employer may deliver a subsequent written warning that discipline or dismissal may follow.

Step 3 - Suspension or Discharge

Suspension or discharge shall not be imposed until the Employee has received a written warning, with exception of the acts described in Article 12.02 (Immediate Dismissal/Discipline). The Employer shall advise the Employee and the Union, in writing, of the suspension or discharge to be taken.

The normal order of discipline shall be suspension before discharge.

Suspension or discharge shall only be imposed following the issuance of a written warning and only in accordance with the terms defined in such document. Employees will be notified in writing of the grounds for suspension or discharge with a copy immediately provided to the Union in writing. Such notification must include the reason(s) for such suspension or discharge. In the event that the Employer provides the suspension or discharge during a meeting with the Employee, a Union representative (which may include a steward or designate from the Bargaining Unit) shall accompany the employee.

12.05 Use of Past Discipline

The record of any disciplinary action and any matters forming the basis of or raised during such a disciplinary action shall not be referred to or used against an employee at any time after eighteen (18) months following such an action, provided that no related disciplinary action has occurred during such an eighteen (18) month period. Records older than eighteen (18) months will not be introduced as evidence in a hearing against an employee, unless there is a pattern of related disciplinary action and/or reoccurrence of the behaviour within the last eighteen (18) months. Records older than eighteen (18) months shall be expunged unless there is a pattern of related disciplinary action and/or reoccurrence of the behaviour within the last eighteen (18) months. No evidence from the employee's record may be introduced as evidence in any hearing of

which the employee was not aware of at the time of the filing. With the Employee's permission, the Union shall have the right to have access and review an employee's personnel record for the purpose of administering a grievance. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

12.06 Probationary Discipline and Discharge

During the Probationary Period Employees shall enjoy all rights and privileges of this Agreement except with respect to discharge. Probationary Employees may be discharged with one (1) weeks' notice or one (1) weeks' pay in lieu of notice at any time during the Probationary Period.

Such discharge shall not be the subject matter of a grievance unless the probationary employee is discharged for reasons that are patently unreasonable, made in bad faith, or are contrary to the Ontario *Human Rights Code* or Article 4 of this Agreement (*Human Rights, Occupational Health and Safety, and Employment Standards Acts*).

12.07 Discipline Subject to Grievance Procedure

Non-probationary employees who consider themselves to be wrongly or unjustly dismissed, suspended or disciplined shall be entitled to grieve.

12.08 Time Line Extensions

The time limits may only be extended by mutual agreement between the Union and the Employer.

12.09 No Answer

When no answer is given within the time limits specified above, either Party shall be entitled to proceed to the next step.

ARTICLE 13 – SENIORITY

13.01 Seniority Defined

This Agreement defines seniority as the length of continuous employment from an employee's start date.

13.02 Seniority Lists

The Employer shall maintain a seniority list showing the classification and start date of employment for all permanent employees. The seniority list shall be appended as Appendix B of this Agreement. All new employees shall acquire seniority rights, which date back to their respective start dates of employment with the Employer, after the completion of probationary period.

The Employer shall circulate a current seniority list to the Union on an annual basis during the month of October, with a request for the Union to respond. If unchallenged within ten (10) business days, the list shall be deemed valid.

13.03 Accumulation of Seniority

Seniority shall continue to accumulate during absence from work due to sick leave or WSIB, lay-off of less than four (4) months, holidays, vacations or approved leave of absence granted under this Agreement.

ARTICLE 14 – END OF EMPLOYMENT AND LOSS OF SENIORITY

14.01 An Employee shall lose seniority, forfeit recall rights, and their employment shall be deemed to have ended if one or more of the following occurs:

- a. The Employee is discharged or terminated for just cause and not reinstated through the grievance procedure
- b. The Employee resigns or retires, or is reasonably deemed to have resigned or retired by the Employer
- c. Lay-off of one (1) year or more
- d. Acceptance of severance pay
- e. Failure to return to work within ten (10) business days after being recalled through notice in writing by the Employer to the Employee at the most recent personal mailing address provided to the Employer by the Employee, with a copy sent to the Union.

14.02 Transfers out of the Bargaining Unit

Employees who transfer out of the Bargaining Unit to fulfill a managerial position at APUS for one (1) year or more shall lose seniority, forfeit recall rights, and their employment shall be deemed to have ended. Employees who transfer out of the Bargaining Unit for managerial positions for less than (1) year at APUS shall have their seniority frozen and benefits will not accrue during this time. Seniority and benefits will be re-instated upon transfer back into the Bargaining Unit.

If the transfer out of the Bargaining Unit is to replace a manager on pregnancy or parental or adoption leave only, the employee will not lose seniority nor forfeit recall rights nor have employment deemed to have ended for up to twenty-four (24) months. Such an employee shall have seniority frozen and benefits will not accrue during this extended time.

Seniority and benefits will be re-instated upon transfer back into the Bargaining Unit.

ARTICLE 15- PROBATION

15.01 Probationary Period

- a. Newly hired Full-time employees shall be considered to be on probation for a period of three (3) months or ninety (90) calendar days from the date of hiring, whichever is greater.
The APUS winter holiday closure period will not be counted towards three (3) months or ninety (90) days.
- b. Newly hired Part-time Employees shall be considered to be on probation for a period of three (3) months or ninety (90) calendar days from the date of hiring, whichever is greater.
The APUS winter holiday closure period will not be counted towards three (3) months or ninety (90) days.
- c. Where the Employer conducts a probationary period review with the Employee, any scheduling of the review shall not delay the Employee's access to entitled benefits per the Collective Agreement.
- d. The Employer may provide notice in writing to the Employee of confirmation upon end of the Probationary Period.

15.02 Rights

During the probationary period, employees shall be granted the rights and privileges of this Agreement, except with respect to suspension, discipline or discharge where Article 12.06 will apply.

15.03 Training and Orientation

Within the first week of hiring, the Employer shall meet with the Employee to provide an orientation to the workplace. At this meeting the Employer shall review the Job Description, outline the job priorities, and provide a reasonable schedule of training to the Employee in writing.

If the Employee requests accommodations or support at this meeting or thereafter, the Employer must provide the accommodations or support up to the point of undue hardship within the second week of hiring, (or within seven (7) calendar days from the request).

These accommodations or support must be in place for at least ten (10) days worked by the Employee to allow the Employee to demonstrate performance in the position.

The Employer is responsible for ensuring that a check-in meeting is provided at the end of each month following the date of hire, and more often if deemed necessary.

Evaluations criteria and process:

It is the Employer's sole responsibility to evaluate the Employee and to use reasonable evaluation tools in such assessment of the Employee. Criteria for performance evaluations shall be based solely on the Employee's job

description, and objectives and priorities of the position.

Employees shall be given at least five (5) working days' notice of time and place of an evaluation meeting. Any additional rescheduling is by mutual agreement. Employees have the right to bring a Union Representative to their probationary evaluation meeting.

If the Employer intends to dismiss an Employee during the probationary period following the training and orientation supports and evaluation it has provided, the Executive Director shall notify the Union and the Employee two (2) working days before a meeting to dismiss and shall follow the provisions of Article 12.06.

ARTICLE 16- HIRINGS, PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

When a job vacancy occurs, or new positions are created, the Employer shall notify the Union in writing within one (1) week and post notices of the position in the Employer's offices for a minimum of one week in order that all members will know about the position and be able to make written applications thereof. Internal applicants who make written applications shall be included in the pool of applicants to be interviewed during the hiring process. The Employer shall normally complete the hiring process within two (2) months after the expiry date of the posting.

16.02 Increased Hours to a Position

Where the Employer increases the working hours of a position by more than one and one-half days per week cumulatively from the time of last posting or where a position is converted from Part-time to Full-time, it shall be considered a new position and posted in accordance with Article 16.01.

16.03 Information Postings

Job posting notices shall contain the following: nature of position; qualifications; required knowledge and education; skills; wages or salary rate or range; hours of work; a statement that the position is unionized with CUPE 1281; a statement that APUS encourages applications from diverse communities, including but not limited to, members of Indigenous communities, racialized communities, queer communities, trans communities, persons with disabilities, marginalized genders and women; and any other hiring criteria determined by the Employer in consultation with the Labour-Management Committee.

16.04 Hiring Committee

A Hiring Committee will be struck by the Employer, which shall include one Bargaining Unit member. The Bargaining Unit representative will normally be the Shop Steward but in all cases shall be designated by the Union.

The Bargaining Unit representative on the Hiring Committee shall participate in all aspects of the hiring procedure, including review of job posting, review of applications, and the interview process. The right to select and hire employees shall remain that of the Employer. In the event the result of a Hiring Committee board is disputed, the position taken by the Bargaining Unit member shall not be used by either Party in any resulting arbitration.

16.05 Role of Seniority in Promotions, Transfers & Staff Changes

Both Parties recognize:

- a) the principle of promotion within the service of the Employer
- b) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes and transfers, appointment shall be made of the applicant with the greatest seniority where all other required qualifications are equal.

16.06 Notification to Employees and the Union

Within five (5) business days of the date of appointment to a vacant position, the name of the successful applicant shall be circulated to the staff and the Union in writing.

16.07 Short Term Relief

Where additional hours become available as a result of a position becoming temporarily vacant as a result of sickness, leaves or resignation, the Employer shall make an effort to offer the available hours, on the basis of seniority, to Part-time employees and employees on lay-off who have the ability to perform the requirements of the position.

ARTICLE 17 – LAY-OFF AND RECALLS

17.01 Definition of a Lay-off

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

17.02 Notification

Full-time employees being laid off shall be notified in writing at least eight (8) weeks in advance of the date of lay-off. Part-time employees being laid off shall be notified in writing at least four (4) weeks in advance of the date of lay-off.

17.03 Recall Procedure

Employees shall be recalled in the order of their seniority, provided that the employee is qualified to perform the job being filled. All employees on lay-off shall be given reasonable written notice to apply for any position that has been re-opened, as outlined in Article 16.

17.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of re-employment, as outlined in Article 16 (Hiring, Promotions & Staff Changes).

17.05 Grievance on Lay-off and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

17.06 Continuation of Benefits

In cases of lay-off the Employer agrees to pay the coverage of the health and dental benefits for all employees in the same proportion as their benefits are paid, for up to six (6) months. In the event of a longer lay-off, employees so affected will be given the right to continue this coverage through their own direct payments for an additional six months.

17.07 Severance Pay

After 12 months of continuous employment, any permanent employee, Full-time or Part-time, who is laid off for more than six months or who is laid off with no recall date is entitled to severance pay. All severance pay shall be calculated as a total of four (4) weeks' pay at the regular rate of the position last occupied, plus one regular week's pay for every year of employment completed. In no circumstance shall the total of the two exceed fourteen (14) weeks' pay. Severance pay will be pro-rated for Part-time employees.

17.08 Rehiring Limit

The Employer will be required to make a decision whether to rehire an Employee on lay-off within twelve (12) months of the effective date of the lay-off. Twelve (12) months following lay-off, the Employer shall notify the Employee and the Union in writing that the Employee's employment with APUS has ceased, and no further benefits or payments will be due.

ARTICLE 18 – HOURS OF WORK

18.01 Hours of Work

An employee is responsible to the Employer for the number of hours for which they are hired, to a maximum appointment of a forty (40) hour week. It is understood that an employee's hours may be different than Standard APUS business hours.

18.02 Flextime

A Full-Time Employee may request flex time by providing a request in writing to their Employer Representative at least seven (7) calendar days before the requested change in schedule, unless by mutual agreement for shorter notice. No requests for flexible working hours will be considered as a permanent arrangement.

18.03 Paid Breaks

The normal work week for a Full-Time Employee is generally 40 hours a week, including one hour each full working day in paid breaks.

18.04 Work-related Travel

a) Start of Shift

The start of an Employee's shift shall be from the site where they first report; including any of the University of Toronto campuses or assigned locations within the GTA.

b) Work-related Travel

Time spent travelling between University of Toronto campuses or other assigned locations for the performance of duties as assigned by the Employer shall be considered time worked. In such instances, or where the Employee is required to transport work-related materials, the Employer shall cover the cost of an appropriate mode of transportation as determined by the Employer between U of T campuses or other assigned locations. Employees shall not be required to transport work-related materials home for use at work the next day.

18.05 Closure of the University

If the University of Toronto is closed owing to regular breaks and/or statutory holidays, those full-time employees whose scheduled shift includes the period for which the university is closed shall be given paid time off. Part-time employees are not scheduled to work on such days and are therefore not paid.

If the University of Toronto is closed unexpectedly, owing to a power failure, snow day or other unforeseen circumstance, all affected employees shall be paid for the equivalent of their normal or scheduled shift for the University's closure.

18.06 Hours of Work for all Employees, outside their usually scheduled hours

Any employee called into work outside their usually scheduled hours without prior notice shall be paid for a minimum of four (4) hours or time worked, whichever is greater.

Scheduling of Hours for Part-time Information Clerks

- a. The minimum number of hours for shifts shall be four (4) hours.
- b. Prior to, or as early as possible, each semester, Information Clerks shall submit their preferred schedule of availability, the desired shifts, and desired number of hours.
- c. The Employer shall make every effort to accommodate all requests as equitably as possible.
- d. As early as possible, the Employer shall post the proposed schedule of Information Clerks. Schedules sent with less than one (1) calendar week notice shall be considered optional shifts, to no consequence to Employee.
- e. Part-Time Info Clerks shifts that are cancelled by the Employer with less than 24 hours notice shall be paid in full.
- f. The Employer will allow Part-time Info Clerks to update their availability as needed and consider and approve all requests possible per operational requirements and with notice.
- g. In the event that a conflict arises in the scheduling of hours and shifts, conflicts shall be resolved in the favour of the request based on the following, and in the following order:
 - i. Seniority
 - ii. Status as a caregiver
 - iii. Class schedule
 - iv. Other employment responsibilities

ARTICLE 19 – EXTRA HOURS AND OVERTIME

19.01 Extra Hours for Part-time Employees

Extra hours refer to all hours worked outside, or in excess of, the schedule of hours previously approved by the Employer's Representative.

19.02 Right to Refuse Extra Hours

Part-time employees have the right to refuse the Employer's request to work hours outside, or in excess of, the schedule of hours. Extra hours must first be offered to Bargaining Unit members, and in accordance with seniority and other scheduling rights outlined in the Collective Agreement.

19.03 Overtime

Overtime shall be compensated at one and one half (1 1/2) times the employee's regular hourly rate for hours worked in excess of forty (40) hours in a workweek. Compensation for overtime shall be at the overtime rate, applied either in time off or time paid, as determined by mutual agreement.

ARTICLE 20 – PAID HOLIDAYS

20.01 Compensation for Work on Paid Holidays

All Employees shall be compensated for public holidays in accordance with the *Ontario Employment Standards Act*. Hours worked on a paid holiday shall be paid for at the rate of time and one half (1 1/2) the Employee's regular rate of pay for work performed, or another day off with public holiday pay as defined in the *Ontario Employment Standards Act*.

20.02 The Employer recognizes the following as paid holidays:

New Year's Day (January 1)	Family Day (February, third Monday)
Good Friday (March/April)	Victoria Day (May, last Monday before May 25)
Canada Day (July 1)	Civic Holiday (August, first Monday in August)
Labour Day (September, first Monday)	National Day for Truth and Reconciliation (September 30)
Thanksgiving Day (October, third Monday)	Christmas Eve (December 24)
Christmas Day (December 25)	Boxing Day (December 26)
New Year's Eve (December 31)	

In addition, paid holidays may include any statutory holiday(s) designated as such by the Provincial or Federal government.

20.03 Holidays Occurring on Weekends

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

20.04 Early Closures

On the Fridays before the Victoria Day weekend, the August Civic weekend, and the Labour Day weekend, the Employer's offices will be considered closed to the public at 3pm. Full-Time Employees regularly scheduled past 5pm may leave 1 hour early.

ARTICLE 21 – VACATIONS

21.01 Vacation Provisions

The vacation entitlement year is defined as the calendar year (January 1 - December 31), with full annual vacation entitlements available for use by Full-time Employees on January 1. Vacation for partial calendar years will be pro-rated accordingly.

Employees shall be entitled to annual vacations on the following basis:

a) Full-time Employees

Full-time Employees become eligible to access vacation provisions after successful probationary period.

In the first year of employment, Full-time Employees shall be entitled to an annual vacation of three (3) weeks (i.e. 15 work days).

After the first year of continuous employment, Full-time Employees shall be entitled to vacation in accordance with the following schedule:

After first year (completion of one year of continuous employment):

Four (4) weeks of vacation

Year five (5), and every year thereafter:

Five (5) weeks of vacation

b) Part-time Employees

In the first year of employment, Part-time employees shall receive six percent (6%) of wages earned as vacation pay, as per the *Employment Standards Act*.

After the first year of employment, Part-time Employees shall receive vacation pay in accordance with the following schedule:

After the first year of continuous employment:

Eight percent (8%) of total gross wages as vacation pay

Year five (5), and every year thereafter:

Ten percent (10%) of total gross wages as vacation pay

Vacation pay for Part-time Employees will be paid in each pay period together with their regular pay in accordance with the *Employment Standards Act*. Part-time Employees are entitled to request four (4) calendar weeks of unpaid vacation time in unbroken periods of one (1) calendar week each.

21.02 Vacation Schedules

An Employee shall be entitled to receive their vacation in an unbroken period

unless otherwise mutually agreed upon between the Employee and the Employer.

Vacation requests to be submitted with as much notice as possible. Requests for vacation must be made in writing with thirty (30) calendar days notice. Requests submitted with less than thirty (30) days may be considered at the discretion of the Employer. Requests for vacation must be approved in advance by the Employer in writing. Once requested, the Employer will provide a substantive response to the request within ten (10) business days. Such response shall include an explanation if the request is denied. The Employer shall not unreasonably deny or delay vacation requests.

Where two or more Employees make a request within five (5) business days for the same vacation period, vacation shall be granted in accordance with consideration of seniority.

Requests for vacation to be taken between September 1 and November 1 must be received by the Employer in writing by June 30 of any given year.

21.03 Illness and/or Bereavement Leave During Vacation

Sick leave shall be substituted for vacation where it can be medically certified that an illness or accident occurred while the employee was on vacation. Medical proof must be provided to account for the severity of illness, if requested by the Employer. The Employer shall reimburse the Employee for all expenses incurred relating to the issuance of the said certificate.

Bereavement leave as outlined in Article 23.05 shall be substituted for vacation where it can be substantiated by a certificate that a death has occurred.

21.04 Vacation Entitlement - Carryover from Previous Entitlement Year

Employees are entitled to a maximum carryover of five (5) unused vacation days from vacation earned in a given entitlement year. Such carryover days can only be carried forward into the year subsequent to the one in which they are earned, and shall be lost if not used by the last entitlement day of that subsequent vacation entitlement year. The Employer may not unreasonably deny any request made by the Employee for the use of carryover days. It is understood that the employee shall use any applicable carryover days first in the subsequent year.

ARTICLE 22 – SICK LEAVE

22.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay and benefits by virtue of being sick or disabled, exposed to contagious disease, under medically recommended quarantine or under examination or treatment by a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.

22.02 Annual Paid Sick Leave

A Full-time employee shall accrue two (2) days of sick leave for each month of employment up to an annual maximum of twenty-four (24) days.

A Part-time employee shall accrue four (4) hours of sick leave for each month of employment up to an annual maximum of 48 hours.

22.03 Notification of Sick Leave

The Employer's Representative shall be notified of an Employee's absence as soon as reasonably possible and not later than the start of the work day or their scheduled shift, except in the event of emergency (e.g., accidents) or an illness where such notification is not possible in which case notification shall be provided as soon as reasonably possible.

22.04 Illness in the Family

Where no other than the employee can provide for the needs during illness of a member of their immediate family, or a close friend an employee shall be entitled to use a maximum of six (6) accumulated sick leave days per illness for this purpose.

22.05 Proof of Illness

Employees may be required to produce a certificate from a medical practitioner for any illness in excess of ten (10) continuous working days, indicating the dates of absence, prognosis (but not diagnosis), expected return date, any accommodation which may be required. The Employer shall reimburse the Employee for all expenses incurred relating to the issuance of said certificate.

22.06 Sick Leave Without Pay

Sick leave without pay shall be granted to an employee if they are ill and do not qualify for sick leave with pay. Such an employee shall also have the right to use paid vacation time.

22.07 Compulsory Quarantine

Wages or salary for time lost due to compulsory quarantine up to twenty- one (21) working days shall be chargeable to sick leave.

22.08 Commencing January 1 of each year, each member of the Bargaining Unit, subject to operational requirements, shall be allowed up to four (4) days for Full-time Employees or four (4) shifts for Part-time employees paid leave of absence.

Such leave of absence shall not accrue from one year to another if not used in that year.

Written requests for leave of absence must be submitted to the Employer Representative at least five (5) working days in advance with the exception of emergency situations.

The Employer Representative will provide the Employee with an answer in writing within three (3) working days after receiving the written request. Employees shall use leave of absence for purposes of extending vacations or the day prior to or following a paid holiday.

In cases of emergency the Employee shall give the Employer Representative as much notice as possible. Such emergency leaves shall not be unreasonably withheld.

ARTICLE 23 – LEAVE OF ABSENCE

23.01 Unpaid Leave

After four (4) years, all full-time employees shall have the right to take twelve (12) months of unpaid leave of absence. Eight (8) weeks written notice, which shall include the Employee's scheduled date of return, shall be provided to the Employer prior to the employee's date of departure.

Four (4) weeks' written notice shall also be provided to the Employer prior to the employee's scheduled date of return.

After one year, all full-time employees shall have the right, once per year, to take up to three (3) weeks of unpaid leave at a time approved by the Employer. Such approval shall not be unreasonably withheld. During an unpaid leave, seniority shall continue. Benefits shall not continue during an unpaid leave.

After one (1) year, all Part-time permanent employees shall have the right to request unpaid leave up to four (4) calendar months per year. During an unpaid leave, seniority shall continue. Benefits shall not continue during an unpaid leave.

23.02 Union Business

The Employer acknowledges that Employees serving as elected officers of the Union Executive may have regular duties to perform on behalf of the Union to process Union grievances and conduct negotiations not under this Collective Agreement, attend Local Executive meetings and attend to other legitimate matters pertaining to the function of the Union. The Employer shall not unreasonably withhold permission for an Employee's temporary absence to attend to such duties. Such time spent on temporary absence shall be made up by working an equal number of hours. Employee to submit request in writing with notice, no less than five (5) working days. Requests will not be unreasonably withheld.

a) Shop Steward

The Shop Steward shall have the right to attend official meetings of CUPE 1281, with pay, up to a maximum of three (3) meetings per year, not to exceed eight (8) hours total.

b) Other Employees

Up to two (2) additional Employees shall have the right to attend the annual CUPE 1281 Convention, with pay, equivalent to their regular and/or scheduled hours of work to a maximum of eight (8) hours for Full-Time Employees. All requests to attend CUPE 1281 Conventions must be received by the Employer's Representative at least two (2) weeks in advance in writing. Any requests submitted after this date may be denied by the Employer.

23.03 Leaves of Absence Generally

All other absences shall be granted in accordance with the requirements of the *Employment Standards Act*.

23.04 Pregnancy, Parental, and Adoption Leave

After three (3) months of continuous employment, and upon written request at least four (4) weeks in advance, a leave of absence of up to eighty (80) weeks shall be granted to any full-time employee for pregnancy, parental, or adoption leave. Such leave may be taken within six (6) months before the expected date of birth, or eighty (80) weeks after the birth or adoption of the child.

The Employer shall make payments to the employee as follows:

- a) During the initial one (1) week waiting period for EI, payments up to the regular weekly wage;
- b) For an additional sixteen (16) weeks, the difference between EI and the regular weekly wage;
- c) Employer portion of the employee's regular benefits shall be paid for the duration of the leave;

23.05 Bereavement Leave

In the case of bereavement in the immediate family, an Employee shall be entitled to bereavement leave of five (5) regularly scheduled consecutive working days without loss of salary or wages.

Immediate family is defined as an Employee's parent, step-parent, spouse/common-law spouse/partner, child, step-child, sibling, father-in-law, mother-in-law, grandparent, grandchild, niece, nephew, and any other relative permanently residing in the Employee's household or with whom the Employee permanently resides.

Where the burial occurs outside the province, an additional two (2) days leave with pay shall be added to such bereavement leave.

In recognition of the limits of gendered language, and colonial concepts of family, and on compassionate grounds, call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave for self-identified/chosen family. Examples of this are family gained through Indigenous cultural adoption and Indigenous Elders.

23.06 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 deduction from normal daily pay. Time off for elections may be scheduled at the start or end of the Employee's workday or shift. Notice shall be given to the Employer at least three (3) business days in advance of Election Day. If such Notice is not provided, the Employee's time off for voting will be scheduled at the discretion of the Employer.

23.07 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of regular pay or seniority to an employee who serves as a juror or witness in any court. The Employer shall pay the employee the difference between their normal earnings and the payment they receive for jury service and court witness duty, excluding payment for traveling, meals or other expenses, to ensure that the employee will receive, in total monies equivalent to their regular and/or scheduled hours of work, to a maximum of eight (8) hours for full-time employees during their regular services as a juror or witness. The employee shall present proof of service and the amount of money received.

23.08 Domestic or sexual violence leave

Definitions

(1) In this section,

"child" means a child, step-child, foster child or child who is under legal guardianship, and who is under 18 years of age;

"week" means a period of seven consecutive days beginning on Sunday and ending on Saturday.

Entitlement to leave

(2) An employee who has been employed by an Employer for at least 13 consecutive weeks is entitled to a leave of absence if the employee or a child of the employee experiences domestic or sexual violence, or the threat of domestic or sexual violence, and the leave of absence is taken for any of the following purposes:

1. To seek medical attention for the employee or the child of the employee in respect of a physical or psychological injury or disability caused by the domestic or sexual violence.
2. To obtain services from a victim services organization for the employee or the child of the employee.
3. To obtain psychological or other professional counselling for the employee or the child of the employee.
4. To relocate temporarily or permanently.
5. To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic or sexual violence.
6. Such other purposes as may be prescribed.

Exception

(3) Subsection (2) does not apply if the domestic or sexual violence is committed by the employee.

Length of leave

(4) An employee is entitled to take, in each calendar year,
(a) up to 10 days of leave under this section; and
(b) up to 15 weeks of leave under this section.

Entitlement to paid leave

(5) If an employee takes a leave under this section, the employee is entitled to take the first five such days as paid days of leave in each calendar year and the balance of his or her entitlement under this section as unpaid leave.

Domestic or sexual violence leave pay

(6) Subject to subsections (7) and (8), if an employee takes a paid day of leave under this section, the Employer shall pay the employee,

- (a) either,
 - (i) the wages the employee would have earned had they not taken the leave, or
 - (ii) if the employee receives performance-related wages, including commissions or a piece work rate, the greater of the employee's hourly rate, if any, and the minimum wage that would have applied to the employee for the number of hours the employee would have worked had they not taken the leave; or

- (b) if some other manner of calculation is prescribed, the amount determined using that manner of calculation.

Domestic or sexual violence leave where higher rate of wages

(7) If a paid day of leave under this section falls on a day or at a time of day when overtime pay, a shift premium, or both would be payable by the Employer,

- (a) the employee is not entitled to more than his or her regular rate for any leave taken under this section; and
- (b) the employee is not entitled to the shift premium for any leave taken under this section.

Domestic or sexual violence leave on public holiday

(8) If a paid day of leave under this section falls on a public holiday, the employee is not entitled to premium pay for any leave taken under this section.

Leave deemed to be taken in entire days

(9) For the purposes of an employee's entitlement under clause (4) (a), if an employee takes any part of a day as leave, the Employer may deem the employee to have taken one day of leave on that day.

Advising Employer

(10) An employee who wishes to take leave under clause (4) (a) shall advise the Employer that the employee will be doing so.

Same

(11) If an employee must begin a leave under clause (4) (a) before advising the Employer, the employee shall advise the Employer of the leave as soon as possible after beginning it.

Leave deemed to be taken in entire weeks

(12) For the purposes of an employee's entitlement under clause (4) (b), if an employee takes any part of a week as leave, the Employer may deem the employee to have taken one week of leave.

Advising Employer

(13) An employee who wishes to take a leave under clause (4) (b) shall advise the Employer in writing that the employee will be doing so.

Same

(14) If an employee must begin a leave under clause (4) (b) before advising the Employer, the employee shall advise the Employer of the leave in writing as soon as possible after beginning it.

Evidence

(15) An Employer may require an employee who takes a leave under this section to provide evidence reasonable in the circumstances of the employee's entitlement to the leave.

(16) An employee's entitlement to leave under this section is in addition to any entitlement to leave under sections 49.1, 49.3, 49.4, 49.5, 49.6 and 50 of the *Employment Standards Act*.

Confidentiality

(17) An Employer shall ensure that mechanisms are in place to protect the confidentiality of records given to or produced by the Employer that relate to an employee taking a leave under this section.

Disclosure permitted

(18) Nothing in subsection (17) prevents an Employer from disclosing a record where,

- (a) the employee has consented to the disclosure of the record;
- (b) disclosure is made to an officer, employee, consultant or agent of the Employer who needs the record in the performance of their duties;
- (c) the disclosure is authorized or required by law; or
- (d) the disclosure is prescribed as a permitted disclosure.

ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES

24.01 Schedule of Pay

The Employer shall pay salaries and wages bi-weekly for all Full-time and Part-time employees. When a statutory holiday falls on a payday payment shall be made on the prior business day.

24.02 Cost of Living Adjustment

In order to protect the living standards of the members of the Bargaining Unit, the Employer agrees to increase the base rate of pay for all Bargaining Unit Employees once a year on September 1st on the basis of Consumer Price Index, as defined by Statistics Canada, for the City of Toronto, for the year-over-year change (June-over- June).

24.03 Pay Equity

The Employer recognizes the principle of equal pay for work of equal value and agrees to work toward closing the gap between the least paid Full-time employees and the highest paid Full-time employees, by increasing the wages of lesser-paid employees. The Employer agrees to a salary floor for all Full-time employees of no less than \$47,000 per year, effective September 1, 2018. This base salary shall be adjusted annually in accordance with Article 24.02.

24.04 Salary and Wages

Regular Full-time Employees: Starting Annual Salary at September 1, 2025 shall be \$59,874.11. This base salary shall be adjusted annually in accordance with Article 24.02 as per Article 24.03.

- Member Services Coordinator (1 position)
- Campaigns and Advocacy Coordinator (1 position)

Hourly Wage for Part-time Employees effective September 1, 2025 shall be \$29.46. This hourly wage shall be adjusted annually in accordance with Article 24.02:

- Events and Outreach Coordinator (1 position)
- Financial Coordinator (1 position)

Base Hourly Wage for Part-time Info Clerk Employees with less than two years of seniority effective September 1, 2025 shall be \$21.78.

The hourly wage for such employees with more than two (2) years of service shall be \$23.95.

These hourly wages shall be adjusted annually in accordance with Article 24.02.

Salary Grid

	Sep 1, 2025	Sept 1, 2026
Full Time	\$59,874.11	\$59,874.11 + CPI adjustment
Financial Coordinator	\$29.46	\$29.46 + CPI adjustment
Events Coordinator	\$29.46	\$29.46 + CPI adjustment
Info Clerk <2yrs	\$21.78	\$21.78 + CPI adjustment
Info Clerk 2yrs+	\$23.95	\$23.95 + CPI adjustment

ARTICLE 25 – HEALTH CARE AND BENEFITS

25.01 Health Care Provisions

The Employer shall pay the entire cost of the premiums of the Benefit plan for all full-time staff working twenty-five (25) hours per week on a regular basis. Employees covered by the plans that have equivalent coverage shall be entitled to an additional annual \$1000.00 to their salary and wages entitlement.

The Employer will make available the Benefit coverage booklet to all eligible employees within ninety (90) days following ratification. The Employer will not reduce the current coverage should they change the current benefit provider from Greenshield.

25.02 Retirement Funds

APUS agrees to pay a percentage of each employee's gross wages towards the purchase of an RRSP with the following schedule:

- employees with 2 years service: 2% base salary
- employees with 5 years service: 3% base salary
- employees with 10 years service: 4% base salary
- employees with 15 years service: 5% base salary

25.03 Employee Education

The Employer shall reimburse tuition and compulsory incidental fees to full-time employees for any college, university or general interest course taken on a part-time basis and successfully completed, up to the value of \$2,500.

ARTICLE 26 – JOB DESCRIPTIONS AND BARGAINING UNIT POSITIONS

26.01 Job Descriptions

Job descriptions are set out in Appendix A and form a part of this Agreement. Job Descriptions shall not be amended without meaningful consultation with the Labour-Management Committee.

26.02 NEW POSITIONS

From time to time, in meaningful consultation with the Labour - Management Committee, new Bargaining Unit positions shall be created by the Employer. Such Bargaining Unit positions shall be consistent with the Collective Agreement, and shall not replace or displace existing Bargaining Unit positions unless there is agreement by the Union in writing. Union representatives may participate in the development of the job description including hours of work and rate of pay for new positions, and in the hiring process as per Article 16. Such participation shall not impede on the Employer's rights as per Article 2.

ARTICLE 27 – HEALTH AND SAFETY

27.01 Co-Operation on Health and Safety

The Union and the Employer shall co-operate in establishing rules and practices, which promote an occupational environment which will enhance the physiological and psychological condition of employees and which will provide protection from factors adverse to employees' health and safety. It is mutually agreed that both Parties hereto will co-operate to the fullest extent possible in the prevention of accidents and the promotion of safety and health. For this, the Employer shall make all reasonable provision for the safety and health of employees during work hours and the Union may from time to time bring to the attention of the Employer, any suggestions in this regard.

27.02 Night Safety -Travel Allowance

When an employee is called in to work between 9:00 p.m. and 7:00 a.m. and/or an overtime or work period ends during this time, the Employer if requested shall provide taxi service to and/or from the home of the employee or another site of their choice, the cost of which does not exceed the former.

27.03 Accident During Workday

If a sudden accident prevents an employee from completing their workday, they shall nevertheless be paid for the balance of their normal daily hours. Accident reports are to be supplied by the Employer and completed by the employee.

ARTICLE 28 – UNION

28.01 Union Label

In order that the general student body shall be aware of the benefits of a unionized student service, the CUPE Union Label shall include the designation "CUPE 1281".

28.02 Education on the Job

In order to promote an understanding of trade unionism, the Employer shall permit a representative of the local union to address the Executive Committee at least once a year. The time, place, and format of such presentation shall be mutually agreed upon.

28.03 The Employer will provide a bulletin board and bulletin board location for the purpose of posting notices regarding Union meetings, elections, socials and other Union business, which may include the information on trade unionism and industrial relations

28.04 Picket Lines

An employee covered by this Agreement shall have the right to refuse to cross a picket line. In the event that any employee in any University of Toronto building engages in a legal picket line around the building, employees covered by this Agreement shall have the right to refuse to cross such a picket line. Failure to cross a legal picket line shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. The employee shall not be paid for any time not worked as a result of not crossing such a picket line unless they have received prior written approval from the Employer.

In the event of an illegal strike or illegal picket line that is not authorized by the Union or the Employees involved, the Employer and the Union shall consult on whether to require the crossing of the picket line.

ARTICLE 29 – PROFESSIONAL DEVELOPMENT

29.01 Technological and Other Changes

In the event that the Employer introduces new methods or machines which require new or greater skills than are possessed by an employee under the present methods of operation, the employee shall, at the expense of the Employer, be given a minimum period, not to exceed three (3) months, during which they may perfect or acquire the skills necessitated by the new methods or operation. There shall be no change in wage or salary rates during the training period of any employee and no reduction in pay upon being reclassified in the new position.

29.02 Professional and Staff Development

The Employer shall budget up to \$1250 per permanent Full-time employee and \$750 for permanent Part-time employee per calendar year towards the cost of training, professional or staff development for members of the Bargaining Unit.

Individual employees may request and shall provide a rationale to the Executive Director for the training, professional or staff development activity to which they wish to have their funding applied. The Executive Director shall not unreasonably deny such requests.

The Employer shall pay the expenses upon proof of attendance.

Full-Time Employees who attend training, professional or staff development activities will be paid their regular salary if scheduled to work on the day. Part-Time Employees scheduled to work on the day of the training, professional or staff development shall be offered alternative shifts whenever possible. When the activity occurs on an employee's day off, the employee shall not receive additional pay, unless the Employer requires the employee to attend. Training, professional or staff development training are defined broadly to include educational resources, courses and programs which will assist or expand an employee's skill set in relation to their job.

29.03 Community & Volunteerism Leave

Subject to operational requirements notice of at least five (5) working days, Employees may apply for paid Community & Volunteer leave for a charitable or community organization or activity. Maximum 1 request per calendar year to a maximum of seven (7) hours.

ARTICLE 30 – GENERAL

30.01 Changes of Agreement

Any changes deemed necessary in this Agreement may be made, in writing, by mutual agreement at any time during the duration of this Agreement.

30.02 Gender Neutrality

Use of "they", "their" and all other pronouns is intended to be generic and without gender identification throughout this Agreement.

ARTICLE 31 – BARGAINING COMMITTEE

31.01 Function of the Bargaining Committee

The Employer and the Union shall each strike a Bargaining Committee for the purposes of negotiating the terms of renewal and/or amendment of this Agreement. The Bargaining Committees shall maintain parity between the Employer and the Union, of which each may have up to three (3) representatives. The Employer's Representative shall sit on the Bargaining Committee for the Employer. The Shop Steward (or their designate), and an authorized representative of the Union, shall sit on the Bargaining Committee for the Union. Such negotiations shall be considered as time worked for Bargaining Unit members and shall be paid by the Employer. For the Shop Steward, compensation under this Article will be calculated separately from allowances under Article 3.06. The Union and the Employer shall advise each other of the names of their respective Bargaining Committee representatives in writing before the commencement of negotiations for the renewal and/or amendment of this Agreement.

31.02 Meetings of Committee

In the event that either Party wishes to call a meeting of the Bargaining Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meetings must be held not later than ten (10) working days after the written request has been given, unless mutually agreed upon.

31.03 Mutually Agreed Changes

Only mutually agreed changes to this Agreement, in writing, shall form part of this Agreement and are subject to the grievance and arbitration procedure.

31.04 If negotiation meetings occur when Bargaining Committee members are not scheduled to work, then the Employer agrees to pay such employees up to eight (8) hours' pay at their regular wage rate for attending meetings to negotiate amendments to the Collective Agreement.

Further, the Employer shall pay each such employee up to eight (8) hours for preparation time. Bargaining preparation normally includes pre-bargaining meetings with the Union to prepare proposals, meetings and email consultation with the CUPE 1281 sub-local membership about proposals, work time for drafting bargaining proposals as required, communication by phone or email with the bargaining team, and attendance at the final ratification meeting.

ARTICLE 32 – TERM OF AGREEMENT

32.01 Duration

This Agreement shall be binding and remain in effect from January 1, 2025 to December 31, 2026 and shall continue from year to year thereafter unless either Party gives the other notice in writing in accordance with Article 32.02.

32.02 Either Party to this Agreement may give notice to the other Party in writing between 150 and 90 days prior to December 31, 2026 that it proposes to renew or amend this Agreement. On such notice being given by the Union or the Employer, the Parties shall advise each other of the names of their respective bargaining representatives, in writing, within ten (10) business days of receipt of Notice and will commence negotiations on the proposed renewal and/or amendment of this Agreement.

32.03 It is understood that all wage increases shall apply retroactively to January 1, 2025.

ARTICLE 33 – COPIES OF AGREEMENT

33.01 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 the Agreement. For this reason, the Employer shall provide each Bargaining Unit employee, and CUPE 1281 with a copy of the Agreement at no cost within thirty days of ratification and to each new member at the start of employment.

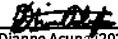
Signed on this day 20th day of January, 2026.

FOR THE EMPLOYER



Shanti Dhore (2026-01-20 09:41:08 EST)

Shanti Dhore, Vice President, External APUS



Dianne Acuna (2026-01-26 10:41:07 EST)

Dianne Acuna, Vice President APUS

FOR THE UNION



Heather Murray (2026-01-20 09:13:49 EST)

Heather Murray, CUPE National Rep



Samantha DeFranco, Local 1281 President



Rehaan Lachporia (2026-01-26 08:46:53 EST)

Rehaan Lachporia, Local 1281 Steward

TT/COPE491

Appendix A: Job Descriptions

Bargaining Unit Positions:

Advocacy Coordinator

Member Services Coordinator

Office & Information Coordinator

Events and Outreach Coordinator

Financial Coordinator

Info-Clerk

*Position Title: **Advocacy Coordinator***

Reporting to: Executive Director

Position Type: Full-time

Campaigns & Outreach

- Coordinates research and advises on local, provincial and national policies on education; municipal, provincial, and federal governmental policies generally affecting students and emerging political issues on campus and in the community.
- Assists in the development, coordination, and implementation of campaigns on part-time student issues, including but not limited to access to education.
- Assists in the development, coordination, and implementation of equity-based campaigns, including but not limited to childcare, anti-sexual violence, transit, housing, employment, systemic discrimination.
- Assists in the activation of campaigns of the Canadian Federation of Students.
- Coordinates, analyzes, and measures campaigns for effective goals, strategies, and tactics.
- Assists in APUS directed research and the preparation of position papers, lobby documents, and equivalent as needed.
- Contributes to documentation of campaigns through such means as: report writing, testimonials, archiving, debriefs, photos, etc.
- Proposes campaign outreach, messaging and communication plans; identifies resource needs for implementation.
- Assists the Executive Director with developing APUS communications strategies and effective communications with membership through various media.
- Develops and distributes APUS campaign and outreach materials, including The Voice newsletter.
- Coordinates APUS website as directed.
- Assists with the development of media strategies, statements, and press releases.
- Participates in faculty and program-specific orientation programs, sources and engages outreach opportunities to engage membership about APUS and campaigns.
- Liaises with campus and community groups for campaign planning.

Academic Advocacy

- Researches governmental policies and/or frameworks on student rights and post-secondary education, as well as institutional policies on academics, student rights, and governance.
- Proactively monitors University of Toronto policies and equivalent that impact students; makes recommendations on opportunities for policy review and advocacy.
- Maintains information on University committees and councils on which APUS, and/or part-

time students have seats/representation; makes recommendations to support increased part-time student representation.

- Monitors the Governing Council and its subsidiary boards and committees, the Council on Student Services and other University governance bodies and committees as directed; advises on trends and impacts.
- Supports and assists APUS and part-time student committee participation and engagement, such as: planning meetings, skills and tool developments, speaking notes.
- Liaises with on-campus academic bodies, such as: academic departments, college and faculty registrars on student rights, and student support groups/services.

Academic Support

- Researches University of Toronto policy and procedures as they relate to academic and student issues that may impact the APUS membership.
- Coordinates academic support program (e.g. APUS academic complaints in-take, case work, reporting).
- Supports student members on navigating academic policies through such means as: programming, meetings, and tools development.
- Administers low-barrier in-take systems.
- Supports student members through responding to inquiries, complaint/appeal/equivalent options, advisement, fact-finding, and referrals when appropriate.
- Performs academic support and case work with help in developing and filing academic and non-academic petitions and appeals and complaint resolutions when appropriate.
- Supports part-time students' academic/professional/career development by sourcing, proposing, and implementing awareness and skills-based programming as approved.

General

- Maintains workspaces for efficiency and cleanliness; adheres to health and safety.
- Establishes and maintains effective workplace relationships.
- Maintains workspaces for efficiency and cleanliness; adheres to health and safety.
- Operates with an anti-oppressive framework.
- Assists with other duties as assigned by the Employer's Representative.
- Participates in effective working relationships with APUS Executive and Board of Directors, where and as applicable to role.
- Participates in effective working relationships with co-workers, where and as applicable to role.
- Participates in effective working relationships with additional APUS stakeholders, including but not limited to APUS members, UofT students, UofT administrators and faculty, UofT student unions and student union networks, trainers/facilitators/providers, Canadian Federation of Students, and guests, where and as applicable to role.

*Position Title: **Member Services Coordinator***

Reporting to: Executive Director

Position Type: Full-time

Member Services

- Provides friendly front-line service to membership and visitors (i.e. point of contact/greeter).
- Creates welcoming environment for members and visitors; contributes to building accessible, inclusive, and safe(r) APUS spaces in-person and online.
- Provides information supports to members, including in-person/remote, telephone, and email

inquiries. Answers inquiries in a timely, courteous, and respectful manner.

- Provides accurate assistance and referrals on APUS offerings.
- Sources, updates, communicates, and maintains APUS health & dental referral systems as needed (i.e. resources, information, and communications).
- Builds and maintains equity-based resources on navigating and accessing health, dental, and mental health services.
- Stays knowledgeable and maintains network on UofT and external related referrals.
- Participates in membership outreach and membership engagement as directed (e.g. tabling, orientation, campus tours, membership meetings).
- Performs membership development and membership drives as directed.
- Maintains high-quality and efficient operation of member services.
- Helps design and administer member services surveys and input/data collection as directed.
- Supports APUS long-term planning with evaluation and analysis of services and opportunities as directed.
- Responsible for developing business plans, funding proposals, donation/grant applications for APUS and member services as directed.
- Produces and delivers reports, presentations, and historical documentation on member services.

Member Health & Wellness Services

- Responsible for administering APUS services, including but not limited to: Health and Dental plans and APUS bursary program.
- Proposes and develops member health & wellness related services and special projects for approval.
- APUS Bursary/fund program: administers approved APUS bursary/funds.
- Reviews and implements approved eligibility criteria, reviews forms and application process for distribution, makes recommendations to bursary communication/marketing plans and implements/promotes as approved, handles bursary inquiries and applications with privacy, sources/trains/supports adjudicators where applicable, verifies eligibility and generates payment files, liaises with UofT contacts for timely coordination of disbursement of funds, stays current with other financial aid programs and refers applicants as needed, reports on bursary program as directed.

Health and Dental

- Acts as primary resource for health and dental plan administration.
- Administers claims process, coordination of benefits, opt-ins and opt-outs, guidelines and details.
- Along with the Executive Director acts as liaison with health and dental plan affiliates, including insurance broker, insurance provider, and National Student Health Network.
- Assists in coverage plan reviews. Responsible for negotiation of new health and dental services, renewal processes and making recommendations on plan design and administration for approvals.
- Proposes, sources, and develops approved plans for Health & Dental communications through outreach materials, such as benefits guide, informational brochures, flyers, and posters.
- Proposes communication plan and strategies for Health & Dental communications through content development, such as APUS website, social media, newsletters, and emails.

- Maintains membership lists of students (and dependents) eligible for the health and dental plans and ensuring the security and privacy of student information.
- Assists Financial Coordinator and Executive Director in coordinating payment of premiums to insurance broker/equivalent and opt-out refunds to students.
- Troubleshoots Health & Dental benefit scenarios.
- Identifies and contributes to Health & Dental administration processes and protocols. Contributes to research toward development of internal practices.
- Provides regular updates and reports to the Executive Director about plan delivery and administration.
- Liaises with insurance and health providers for reports and training delivery to Board of Directors and membership as needed.
- Recommends and sources health & wellness programming. Implements where applicable.
- Maintains up-to-date knowledge on CFS health related services and issues.
- Responds to inquiries about the health and dental plans in a timely manner, treating all with dignity.

General

- Operates with an anti-oppressive framework.
- Assists with other duties as assigned by the Employer's Representative.
- Participates in effective working relationships with APUS Executive and Board of Directors, where and as applicable to role.
- Participates in effective working relationships with co-workers, where and as applicable to role.
- Participates in effective working relationships with additional APUS stakeholders, including but not limited to APUS members, UofT students, UofT administrators and faculty, UofT student unions and student union networks, trainers/facilitators/providers, Canadian Federation of Students, and guests, where and as applicable to role.

Position Title: Office & Information Coordinator

Reporting to: Executive Director

Position Type: Full-time

Administrative

- Maintains office filing systems, inventory controls, and organization of resource materials.
- Monitors and maintains APUS supplies and equipment. Assists in sourcing and purchasing as needed.
- Coordinates and monitors APUS information lines. Performs telephone communications and reply systems. Coordinates replies and referrals as needed.
- Coordinates telephone systems. Coordinates APUS telephone system, such as: set-ups, repairs.
- Coordinates web systems and tools, such as: researching, sourcing, configuring, booking IT needs.
- Coordinates computer inventory, upgrades, and repairs as needed.
- Ensures implementation of APUS cleaning and maintenance routines and protocols.
- Assists coordination and monitors UofT and external caretaking, facilities, and maintenance of APUS.

- Assists as point person for capital and space projects as needed, such as: furniture, painting, archiving.
- Assists Executive Director in Health & Safety implementations as needed.
- Assists in preparation, distribution, filing of meeting materials/packages, agendas, minutes as assigned.
- Performs clerical tasks associated with meetings, such as: meeting scheduling, attendance reminders, registration, and recording of notes and minutes as assigned.
- Assists with the preparation and distribution of materials to members.
- Assists in coordination of APUS trainings/equivalent logistics as assigned, such as: staff/board trainings, joint trainings with other UofT groups.

Office Services & Projects

- Coordinates APUS Tax Clinic and related APUS tax services.
- Coordinates APUS office/information services and resources, such as laptop loan programs as assigned.
- Implements CFS resource services, such as Ethical Purchasing Network as assigned.

Student Facing Office & Information Coordination

- Assists and supports staffing coverage of APUS student spaces (e.g. Sid Smith)
- Fulfills responsibilities of Info Clerk
- Conducts research on APUS student space services and opportunities as assigned.
- Supports APUS information referral systems as assigned. Implements referral systems as assigned.
- Coordinates reports and communications on APUS student spaces as assigned.
- Assists in APUS info public displays through such as: material preparation, assembly, monitoring.

General

- Maintains workspaces for efficiency and cleanliness; adheres to health and safety.
- Establishes and maintains effective workplace relationships.
- Operates with an anti-oppressive framework.
- Assists with other duties as assigned by the Employer's Representative.
- Participates in effective working relationships with APUS Executive and Board of Directors, where and as applicable to role.
- Participates in effective working relationships with co-workers, where and as applicable to role.
- Participates in effective working relationships with additional APUS stakeholders, including but not limited to APUS members, UofT students, UofT administrators and faculty, UofT student unions and student union networks, trainers/facilitators/providers, Canadian Federation of Students, and guests, where and as applicable to role.

*Position Title: **Events & Outreach Coordinator***

Reporting to: Executive Director

Position Type: Part-time (20-24 hours per week)

Event Planning & Logistics

- Assists with the development and implementation of APUS orientations.

- Helps develop, and supports and implements APUS events and related programming.
- Collaborates with APUS Executive, Board, and Staff in events and/or programming consult and implementation as assigned.
- Assists in the implementation of large and small-scale events as directed.
- Supports the Executive, VP Events and Outreach (or equivalent) in implementing events and outreach.
- Assists in event logistics, in areas such as access and accommodation, tech, registration, etc.
- Responsible for developing event poster designs and graphics as needed.

Outreach & Engagement

- Develops and implements APUS outreach and awareness strategies as approved.
- In conjunction with the Executive Committee and Executive Director, develops membership recruitment strategies.
- Organizes and conducts class talks, poster, flyering, tabling and general outreach across all UofT campuses.
- Assists with class talk and presentation delivery and scheduling.
- Assists with volunteer program where applicable.
- Makes recommendations to the Executive Director regarding outreach initiatives, strategies, and timelines.

Communications

- Assists the Executive Director through research and recommendations in developing of APUS communications strategies and effective communication with membership through various media.
- Stays current with APUS web and newsletter systems, performs back-up coverage as needed.
- Lead on APUS ad designs, and ad sales.
- Coordinates student daytimer/handbook project where applicable and as directed.
- Assists with duties related to reception, answering member and visitor queries, and shares relevant updates with other Executives and Staff as needed.
- Participates in effective working relationships with APUS Executive and Board of Directors, where and as applicable to role.
- Participates in effective working relationships with co-workers, where and as applicable to role.
- Participates in effective working relationships with additional APUS stakeholders, including but not limited to APUS members, UofT students, UofT administrators and faculty, UofT student unions and student union networks, trainers/facilitators/providers, Canadian Federation of Students, and guests, where and as applicable to role.
- Operates with an anti-oppressive framework.
- Assists with other duties as assigned by the Employer's Representative.

General

- Operates with an anti-oppressive framework.
- Assists with other duties as assigned by the Employer's Representative.
- Participates in effective working relationships with APUS Executive and Board of Directors, where and as applicable to role.

- Participates in effective working relationships with co-workers, where and as applicable to role.
- Participates in effective working relationships with additional APUS stakeholders, including but not limited to APUS members, UofT students, UofT administrators and faculty, UofT student unions and student union networks, trainers/facilitators/providers, Canadian Federation of Students, and guests, where and as applicable to role.

Position Title: *Financial Coordinator*

Reporting to: *Executive Director*

Position Type: *Part-time (4-15 hours per week)*

Financial Administration

- Performs bookkeeping, accounting, banking, cash-handling.
- Ensures payments of bills, invoices, dues, affiliated organization fees, health and dental premiums, service contracts, etc. are completed accurately and in a timely manner.
- Notifies the Executive Director on financial matters or recommendations on APUS By-law compliance and University of Toronto related process compliance on financial matters and impacts, including but not limited to membership fees, referenda results, service contracts, fee increases and/or other financial changes.
- Performs general phone and messaging duties.
- In conjunction with the Executive Director, ensures to the Employer the preparation and submission of required financial, tax, and personnel reports and/or payments to government agencies; perform GST and HST filings where applicable.
- In conjunction with the Executive Director, monitors APUS cash flows, bank accounts, general ledger and financial security of the organization.
- In conjunction with the Executive Director, sources, recommends, and monitors APUS financial assets and investments.
- Performs payroll expenses and entries as directed.
- Performs bank reconciliations and adjusts journal entries as needed.
- Performs monthly reconciliations.

Financial Records

- Ensures adherence to Generally Accepted Accounting Principles (GAAP).
- Helps identify, research, and consult on APUS internal controls, practices and procedures.
- Assists and serves as staff resource to the Finance Committee or equivalent in development of APUS budgets, such as research, trend analysis, forecasting, inputting, presenting.
- Prepares and presents financial reports and financial statements as required.
- Makes preparations for, and supports the annual fiscal audit process as directed.
- Conducts and completes bookkeeping/accounting software data-entry to ensure accuracy.
- Maintains accurate financial records and balanced general ledger.
- Maintains accurate petty cash records and controls.
- General filing. General archiving. Including hard copy and/or digital records where applicable.
- Participates in APUS financial sustainability strategies, including such as: membership drives and/or levy campaigns; consult to Member Services staff on health & dental projections.
- Handles all finances and related records with privacy and confidentiality.

General

- Operates with an anti-oppressive framework.
- Assists with other duties as assigned by the Employer's Representative.
- Participates in effective working relationships with APUS Executive and Board of Directors, where and as applicable to role.
- Participates in effective working relationships with co-workers, where and as applicable to role.
- Participates in effective working relationships with additional APUS stakeholders, including but not limited to APUS members, UofT students, UofT administrators and faculty, UofT student unions and student union networks, trainers/facilitators/providers, Canadian Federation of Students, and guests, where and as applicable to role.

*Position Title: **Info Clerk***

Reporting to: Executive Director

Position Type: Part-time

Responsibilities:

- Provides front-line services and information supports for APUS members and APUS community; including such as walk-ins, phone inquiries, and email inquiries.
- Provides accurate and up-to-date information and referrals on APUS offerings, such as: Health & Dental program, bursary/fund program, laptop loan program, printing services, academic supports, referrals, etc.
- Adheres to APUS protocols, procedures and equivalent in staffing of spaces and delivery of service.
- Participates in cleaning routines and maintenance of individual and shared work spaces.
- Staffing APUS spaces as welcoming, accessible, inclusive, and safe(r) in-person and online.
- Participates in APUS training and development in relation to needs of constituents and the organization.
- Serves and assists students with APUS photocopying/printing services.
- Reports and troubleshoots maintenance and service repairs for spaces and equipments per protocols.
- Ensures all monies collected through APUS services and sales are handled accurately per protocols.
- Ensures accurate data and inventory entry as directed.
- Provides clerical support and basic administrative duties as directed.
- Distributes APUS information, such as through: tabling, class talks, displays as assigned.
- Supports APUS initiatives, such as assisting with promotions through: postering, flyer/leaflet, tabling, etc.
- Supports APUS initiatives, such as assisting with event/programming/activations through: set-up, tear-down, and positive participation as required.
- Supports APUS campaigns and membership mobilizations, such as assisting with: campaigns, membership drives, petition drives, elections, annual and special events.
- Supports APUS services and volunteer programs, such as: Tax Clinic.
- Supports APUS delivery of CFS campaigns and services, such as UFile and ISIC cards.

- Represents APUS at campus and community events and meetings as assigned.

General

- Operates with an anti-oppressive framework.
- Assists with other duties as assigned by the Employer's Representative.
- Participates in effective working relationships with APUS Executive and Board of Directors, where and as applicable to role.
- Participates in effective working relationships with co-workers, where and as applicable to role.
- Participates in effective working relationships with additional APUS stakeholders, including but not limited to APUS members, UofT students, UofT administrators and faculty, UofT student unions and student union networks, trainers/facilitators/providers, Canadian Federation of Students, and guests, where and as applicable to role