

# **Collective Agreement**

**between**

**Neill-Wycik College Co-Operative Inc.**

**and**

**The Canadian Union of Public  
Employees, Local 1281-16**

**January 1, 2025 to December 31, 2027**

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## **Definitions**

<b>Employer</b>	Neill-Wycik College Cooperative Inc.
<b>Union</b>	The Canadian Union of Public Employees and its Local 1281 Employees -Those individuals within the bargaining unit as defined in Article 3
<b>Spouse</b>	A same sex or opposite sex spouse as defined by common law in the province of Ontario
<b>Full Time Employees</b>	Full time employees are those who normally work 30 hours per week or more.
<b>Part Time Employees</b>	Part time employees are those who normally work less than 30 hours per week. Part-time employees who normally work 25 hours or less a week are covered by all terms and conditions of the collective agreement, except Articles 17.02(a) and 24.

## **Article 1 - Purpose**

- 1.01 The purpose of this agreement is to establish an orderly collective bargaining relationship between the Employer and its employees represented by the Union; and to provide for a method for the settlement of any differences, which may arise.

The provisions of this Agreement will take precedence over any conflicting rules, policies, or procedures developed by the Employer. In the event of any conflict between any terms of this Agreement and the terms of any other rule, policy, or procedure, the terms of this agreement will prevail.

## **Article 2 - Management Rights**

- 2.01 The Union recognizes the exclusive right of the Employer to hire; transfer; promote; demote; relocate; discipline; lay off; recall; classify; maintain order and efficiency; determine the standards of the work to be performed; establish and enforce working rules; and discipline, suspend, or discharge its employees for just cause.

The Employer agrees to exercise such rights in a fair and reasonable manner, and in a manner which is consistent with other provisions of this agreement.

Any rights not specifically abridged, delegated, or modified by this Agreement are reserved to the Employer; such rights must adhere to labour legislation.

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

### **3.01 Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer in the Municipality of Metropolitan Toronto, save and except supervisors and persons above the rank of supervisor, Hotel Sales Staff, Communications Coordinator, Community Assistants, seasonal summer employees, non-permanent part-time security and non- permanent part-time maintenance employees.

a) Full-time Employees:

Full time employees are those who normally work thirty (30) hours per week or more.

b) Part time- Employees:

Part-time employees are those who normally work less than thirty (30) hours per week. Part-time employees who normally work 25 hours or less

a week are covered by all terms and conditions of the collective agreement, except Articles 17.02(a) and 24.

c) Temporary Employees:

Temporary employees are employees who have been hired to replace a permanent or probationary, full, or part time, employee on sick, Workplace Safety Insurance Board (WSIB), leave pursuant to Article 18, while assigned a management position, or during periods of peak workload for periods not in excess of 365 calendar days. Temporary employees shall be terminated at the end of their contract or may be terminated earlier than the end of their contract with two (2) weeks' notice. Temporary employees are covered by all terms of the collective agreement except Articles 12, 14, and 21.

d) Probationary Employees

Newly hired employees will have no seniority and shall be on a probationary period not to exceed ninety (90) calendar days from the date of hire. The Employer may discipline or discharge a probationary employee for any reason satisfactory to the Employer at any time during the probationary period. It is agreed that the discipline or discharge of a probationary employee is a matter that is not covered by the terms of this agreement shall therefore not be grievable nor arbitrable. Newly hired maintenance employees are entitled to reimbursement to a maximum of \$100 for safety work boots during their probationary period, receipt to be submitted to the General Manager.

### **3.02 No Contracting Out**

In order to provide job security for the members of the bargaining unit, the Employer agrees that no contracting out will take place except for the following situations:

- Major retrofits (e.g., Major plumbing, electrical, and/or mechanical work);
- Overload work of a temporary short-term nature not to exceed thirty (30) days in duration

The Employer agrees to inform the Union in writing thirty (30) days before entering into these projects. If not resolved, it shall be subject to the grievance procedure and, subsequently the arbitration procedure.

It is acknowledged and agreed that the General Manager and department supervisors/Managers may perform duties normally performed by an employee in the bargaining unit when the employee is sick, on leave, on vacation or is otherwise absent up to a maximum of ten days per occurrence.

### **3.03 Retention of Rights and Privileges**

In the event the Employer merges, amalgamates or loses the control of the Institute, the new employer will honour the current Collective agreement with Neill-Wycik College Co-Operative Inc and the Canadian Union of Public Employees.

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

### **4.01 No Discrimination**

The Employer agrees that there shall be no form of discrimination or harassment with respect to sex, sexuality, gender identity or expression, age, place of origin, creed, family status, marital status, disability, language, religion, race and/or ethnicity harassment exercised or practiced with respect to any employee or any applicant seeking to become an employee.

#### **a) Sexual Harassment**

Sexual Harassment shall be defined as:

- (i) unwanted of a sexually oriented nature; or
- (ii) implied or expressed promise of reward for complying with a sexually oriented request; or
- (iii) implied or expressed threat of reprisal, actual reprisal, or the denial of opportunity for the refusal to comply with a sexually oriented request; or
- (iv) sexually oriented remarks or behavior may reasonably be perceived to create a negative working environment.

#### **b) Gender 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, but which may not be sexually motivated.

#### **c) 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, colour, place of origin, ethnic origin, citizenship and/or ancestry, but which may not be sexually motivated.

#### **4.02 Harassment-free Workplace Postings**

All locations in which employees in the bargaining unit regularly perform duties shall have posted, in a prominent location, a sign the measurements of which shall be at least 50cm by 50cm, informing all who attend such location that all work locations operated by the Employer are harassment-free workplaces.

### **Article 5 - Union Security and Label**

#### **5.01 New Employees**

As a condition of employment, each employee covered by this Agreement shall join the Union and shall maintain their membership in the Union during the term of this Agreement, or any extension of or renewal thereof, such membership shall take effect. For clarity, all probationary hires are covered by all the terms of the Collective Agreement save and except Articles 9 and 11, which shall be applied to the Employee upon completion of the probationary period.

**5.02** The Employer agrees to inform all new employees that a union is in effect and to provide a copy of the Collective Agreement to the employee upon hire.

### **Article 6 - Union Dues**

#### **6.01 Dues Check-off**

The Employer shall deduct from every employee the amount authorized as union dues, and assessments, once each pay period.

#### **6.02 Deductions**

Bi-weekly deductions shall be made from the payroll, and forwarded once per month, not later than the fifteenth day following the end of each month, to the Secretary-Treasurer of the Union. This payment shall be accompanied by a list of all employees from whose wages the deductions have made, such list to include the following information: first name, last name, position, home address, home telephone number, salary, the total gross wages for all those paying dues, and amount of deduction.

#### **6.03 Dues Receipts**

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

### **Article 7 - Labour/Management Committee**

**7.01** At the request of either party, meetings will be held between representatives of the Employer and representatives of the Union to discuss any question,

excluding grievances, which may arise in connection with established procedures, as well as any suggestions which may be forthcoming to improve the conduct of the operations of the Employer, or the relations between the two Parties to this Collective Agreement.

## **Article 8 - Union Representation**

### **8.01 Authorization**

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

### **8.02 Assistance of Representatives**

The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees, and its Local 1281, in dealing or negotiating with the Employer. Any matters to be dealt with shall not be unduly delayed due to unavailability of these representatives. Representatives of the Union shall have the right to contact workers at work on matters respecting this Agreement or its administration without loss of pay to the workers.

### **8.03 Bargaining Committee**

Members of the Union's bargaining Committee shall have the right to attend negotiating sessions scheduled within working hours without loss of remuneration with the understanding that Co-op work shall not suffer.

- a) The Union and the Employer will advise each other of the names of the members of their respective bargaining committees at the commencement of negotiations for the renewal and/or amendment of this Agreement.

**8.04** In the event that either party wishes to meet to negotiate around or amend this Collective Agreement, the meeting shall be held at a time and place fixed by mutual agreement. However, such meetings must be held not later than ten (10) days after the request has been given.

### **8.05 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, pension and welfare plans. The Union shall

make available to the Employer, on request, such information required by the Employer, such as technical information, reports, records, studies, surveys, manuals, directives, or documents required for collective bargaining purposes.

#### **8.06 Notice to the Union**

Where notice or reply to the Union is required in the fulfillment of any clause of this Collective Agreement, such notice shall be in writing to the appropriate steward, with a copy to the President of CUPE/SCFP Local 1281 at 25 Wood St. Suite 102, Toronto, ON, M4Y 2P9. Any notice which does not meet this requirement shall be deemed to be null and void.

### **Article 9 - Grievances**

#### **9.01 Definition**

A grievance is defined as any difference between the employees or the Union and the Employer arising out of working conditions or concerning the meaning, applications or administration of this Agreement, or any allegation that the Employer has acted in an inequitable manner, or has allowed an inequitable situation to arise and continue with respect to any covered by this Agreement, or any allegation that actions or situations attributable to the Employer, including those which this Agreement defines as being management's rights, involve:

- a) discrimination on a specific ground foreseen in Article 4 of this Agreement;
- b) a specified improper motive;
- c) lack of due process. The Employer recognizes that employees have the right to assistance from representatives of the Union in preparing and presenting grievances throughout the grievance procedure.

#### **9.02 Grievance Procedure**

Grievances shall be dealt with in the following manner.

**Step One:** Where an employee has a grievance, they shall give written notice of the matter to this immediate supervisor or designate within ten (10) working days after he became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance. The supervisor or designate will give a written response to the employee within 5 business days. If the response is not satisfactory to the grievor, the grievance may proceed to Step Two or Three as appropriate.

**Step Two:** Where the decision of the employee's supervisor or designate is not satisfactory, the grievance shall be submitted in writing signed by both the grievor and the union to the General Manager or his designate within seven (7) working days. The General Manager or his designate shall give their decision in writing to the grievor and the union within seven (7) working days. If the

decision is not satisfactory to the grievor or the union, the grievance may proceed to step Three.

**Step Three:** The Union may refer the matter to Arbitration within thirty (30) working days of receipt of the decision.

- a) The time limits may be extended by mutual agreement.
- b) If the Union, an employee, or a group of employees choose not to grievance a particular situation, or withdraw a grievance at any stage, such action or lack of action shall be entirely without prejudice to any grievance dealing with a similar matter.
- c) Where no answer is given within the limits specified herein, the Union shall be entitled to proceed to the next step of the Grievance Procedure.
- d) The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or a group of employees, or the Union, and to seek redress with the Employer in the manner provided for in this Article. Such grievances may be initiated at Step Two.

### **9.03 Group Grievance**

A group grievance, resulting from a consolidation of similar individual grievances seeking common redress, may be initiated at Step Two under Article 9.02.

### **9.04 Policy Grievance**

A policy grievance, defined as involving a question of general application or interpretation of this Agreement, may be initiated at Step Two under Article 9.02.

### **9.05 Employer Grievance**

An Employer grievance is defined as any difference between the Employer and the Union concerning the meaning, application, or administration of this Agreement. Employer grievances are subject to all time limits pursuant to Article 9. At Step One the Employer shall direct the grievance to the sub-local Steward. At Step Two, the Employer shall direct the grievance to the President of CUPE Local 1281.

### **9.06 Technical Objections to Grievance**

No grievance shall be deemed defeated or denied by any formal or technical objection. An arbitrator or Arbitration Board shall have the power to allow any necessary amendments to the grievance, in order to determine the real matter

in dispute and to render a decision which they deem just and equitable.

**9.07 Original Grounds**

The Employer agrees not to introduce to the grievance or arbitration procedure any document involving disciplinary actions, such as written censures, letters of reprimand, or adverse reports or performance evaluations of which the employee was unaware at the time of filing the grievance.

**9.08 Confidentiality**

The Employer recognizes the principle of confidentiality and agrees that the identity of any grievor(s) shall only be made available on a 'need to know' basis.

**9.09 Settlement**

When a grievance has been settled, written documentation shall be made of any agreement reached and shall be signed by the grievor and by representatives of both parties.

**Article 10 - Arbitration**

**10.01 Selection of Arbitrator**

Selection of where a grievance is referred to arbitration by either party, the Union and the Employer shall each appoint a representative for the purposes of selecting an arbitrator within five (5) working days of notification of intent to proceed to arbitration.

- a) Both representatives shall within five (5) working days of appointment for the purpose of selecting a single arbitrator.
- b) 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) days of such request.
- c) Where the arbitrator does not accept the request to arbitrate, or where they are unable to set a hearing within the ninety (90) days stipulated, the two representatives shall meet within five (5) days of being advised by the arbitrator and shall select another arbitrator.
- d) Where the representatives are unable to agree upon a single arbitrator within five (5) days of meeting for the purpose, or where two arbitrators have been selected but declined or were unable to set a hearing within the ninety days specified, either party shall request, in writing, to the Minister of Labour that they appoint an arbitrator.

e) The parties shall jointly and equally bear the fees and expenses of the arbitrator.

#### **10.02 Authority of Arbitrator**

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

### **Article 11 - Discipline**

#### **11.01 Just Cause**

The Employer shall not discipline, suspend, or discharge an employee without just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the employer.

Failure to conform with the provisions of this article shall render the discipline, suspension, or discharge null and void.

#### **11.02 Progressive Discipline Procedure**

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

#### **11.03 Extreme Situations**

Notwithstanding the above, it is understood that the Employer reserves the right, in extreme situations, to discipline an employee for just cause without having first issued a Letter of Warning pursuant to Article 11.05, subject to Articles 9 and 10. Extreme situations are those in which an Employee jeopardizes the health and safety of other Employees, Managers or tenants; if their conduct places the functioning of the organization in jeopardy; or engagement in violence, fraud or theft.

#### **11.04 Confidentiality**

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

### **11.05 Letter of Warning**

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

### **11.06 Notification of Action**

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

### **11.07 Disciplinary Files**

- a) Both parties agree that an employee's employment file may contain entries of a disciplinary nature and that such files shall be deemed to be evidence of progressive discipline which may be used in any directly related grievance and arbitration, subject to 11.07.2.
- b) The record of a disciplinary action and matters forming the basis of or raised during such a disciplinary action shall not be referred to or used against an employee after a period of eighteen (18) months following such an action, unless a directly related disciplinary action occurs during such a period. In such actions, the earlier action and matters forming the basis of or raised during such action may be referred to or used against an employee for a further eighteen (18) months following the subsequent disciplinary action. Any time during which is on total layoff shall not be regarded as part of the eighteen (18) month period(s) specified above.
- c) An employee shall have the right within one (1) working days' notice to have to and review her/his personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

## **Article 12 - Seniority**

### **12.01 Definition**

Seniority is defined as the length of service in the bargaining unit, which shall be credited for all service prior to certification of the bargaining unit and shall

be used in determining preference and priority for promotions, transfers, demotions, layoff, and recall.

### **12.02 Seniority List**

The Employer shall maintain a seniority list, showing the classification and the date upon which each employee's service commenced. Seniority shall accumulate on the basis of length of service with the Employer effective from the first day of employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

### **12.03 Loss of Seniority**

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall only lose seniority in the event:

- (i) they are discharged and is not reinstated through the grievance procedure;
- (ii) they resign;
- (ii) they are absent from work in excess of three (3) consecutive working days without notifying the Employer, unless such notice was not reasonably possible.
- (iii) they fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless they are unable to return due to sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address; or
- (iv) in the case of an employee on shift work they are assigned no shifts for a period of three months without being on leave of absence.

## **Article 13 - Hiring, Promotion and Staff Changes**

### **13.01 Postings**

When a vacancy occurs or new positions are created, the Employer shall notify the Union in writing and post notice of the position(s) in a prominent place in the work location affected and in the Employer's Office for a minimum of three (3) weeks in order that all members of the bargaining unit will know about the position and be able to make written application therefore. The Employer will also send a copy of any posting to all employees on layoff. No new employee may be hired until present employees and employees on layoff have had ten (10) working days from receipt of the posting to apply.

### **13.02 Information in Postings**

Postings shall include the following: nature of position, qualifications, required knowledge and educational skills, wage or salary rate, that the position is a

position unionized by the Canadian Union of Public Employees, and any other hiring criteria as determined by the Employer in consultation with the Union.

### **13.03 Method of Appointment Internal**

- a) Employees with seniority shall be the preferred candidates for all open positions.
- b) Where positions are posted to the bargaining unit, they shall first be awarded to those qualified applicants who have occupied the same or similar position within the previous six (6) months, in order of seniority.
- c) Where more than one qualified employee with seniority applies for any given position, the position shall be awarded to the qualified applicant with the greatest seniority.
- d) No external applicant for any position shall be considered before any qualified applicants from within the bargaining unit are first considered.

### **13.04 Union Notification**

The Union shall be notified of all appointments, hiring, transfer, layoffs, recalls and terminations of employees in writing within ten (10) working days.

## **Article 14 - Lay-Off and Recalls**

### **14.01 Layoff**

Any layoff of workers, or reduction of personnel within any job classification, shall occur when:

- i) the Employer has demonstrated to the Union that such action is unavoidable due to a financial situation beyond the control of the Employer; or
- ii) when a position has been proven to be redundant or redundant because of technological change and the provisions of Article have been complied with.

Layoffs shall be on the basis of reverse seniority and Article 14.02.

- i) Employees being laid off shall be notified in writing at least thirty (30) days in advance of the date of layoff. Employees with three years seniority or more are entitled to an additional two (2) weeks' notice for each year of service to a maximum of twelve (12) weeks. If the employee does not have the opportunity to work their regular hours for the length of time required for notice of layoff, they shall be paid for that part in which is not available.

- ii) In the event of a layoff notice, the Employer shall meet with the Union steward to discuss how to provide such employment as is possible for the employee(s) facing layoff. There shall be no increase in workload for remaining employees subsequent to layoffs.

#### **14.02 Bumping**

- a) Where a position is reduced or eliminated, the employee in that position may "bump" (claim the position of) any less senior employee, provided that the senior employee is qualified for that position. An employee who is bumped may, in turn bump any less senior employee in a position for which the "bumped" employee is qualified. If there is no less senior employee, an employee who is bumped may be laid off, in accordance with this Article.
- b) An employee being laid off shall notify the Employer within ten (10) working days of the notice of layoff of her/his intention regarding bumping.

#### **14.03 Benefits During Layoff**

The Employer agrees to pay the full coverage to the group insurance plans for employees during the first two 6 months of layoff. After the first six months of layoff, employees so affected shall have the option of continuing this coverage through direct payment.

#### **14.04 Layoff Grievances**

Grievances concerning layoffs shall be initiated at Step Two of the Grievance Procedure.

#### **14.05 Seniority During Layoffs**

Seniority shall continue to accumulate during the first twenty-four (24) months of layoff. Employees on layoff shall retain seniority in the Bargaining Unit for an additional thirty-six (36) months from the day you stopped accumulating seniority.

#### **14.06 Recall**

- a) Where a vacancy occurs in any position following a reduction of personnel as a result of which an employee has been laid off, and where that employee retains seniority in accordance with Article 12, the employee so affected will be offered the opportunity to fill the vacation position. Such recalls shall be on the basis of seniority.
- b) Employees being recalled shall be notified in writing, by registered, and email at least two (2) weeks in advance of the date of the recall. If the employee fails to notify the Employer, in writing or by email of their

intention to return to work within one (1) week of receiving the recall notice the position shall be offered to the next qualified person on lay-off. Should another similar position for which the person is qualified become available, the Employer shall follow the same process. It shall be the responsibility of the employee to keep the Employer informed of their current address.

## **Article 15 - Holidays**

### **15.01 Full-time employees shall be given the following paid holidays:**

Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Truth and Reconciliation Day, all otherwise normal working days between December 25 and January 2<sup>nd</sup> or an equivalent amount of time off in lieu of holidays (subject to co-op operational requirements); three (3) floating holidays chosen at the employee's discretion and approved by the Employer in writing at least five business days in advance; and such other holidays as are proclaimed holidays by the federal and provincial governments. Additional holidays shall be subject to negotiations between the Union and the Employer.

Effective January 1, 1998, all newly hired full-time employees shall receive one (1) floating holiday in their first year of employment; two (2) floating holidays in their second year of employment and three (3) in the third year of employment and all subsequent years thereafter. All float days to be approved in writing at least five days in advance.

- a) Part-time employees shall be given the following paid holidays: New Year's Day; Good Friday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving; Christmas Day; Boxing Day; Family Day; additional holidays shall be to negotiations with the Union and the Employer.
  
- b) Such holidays as described in (a) and (b) above shall normally be taken the day they occur. Employees may substitute a day in lieu for holiday only with prior approval from the Employer.

- 15.02** In the event that 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 23 to January 1 period.
- 15.03** If the holiday falls within the vacation period assigned to or chosen by an employee, they shall, in addition to their regular vacation pay, also receive an extra day's vacation in lieu of such holidays.
- 15.04** The Employer recognizes that an employee may, for religious reason, wish to observe holidays other than those listed in 15.01. In such cases, and subject to advance written notice, the employee shall be entitled to observe such holidays, with no loss of pay or benefits.

## **Article 16 - Vacations**

**16.01** Full-time employees shall be entitled to an annual vacation with pay on the following basis: In the first year of employment two (2) weeks; after the first year of employment three (3) weeks; after five (5) years of employment four (4) weeks; after the tenth year of employment five (5) weeks. No advanced entitlement.

### **16.02 Regular Part-time Employees**

Regular part-time employees shall be entitled to the above annual vacations paid on the basis of the employee's weekly hours of work during the three (3) months of employment prior to the commencement of the vacation.

### **16.03**

- a) Vacation not taken before the end of the year of entitlement shall be added to the vacation period of the subsequent year. Employees shall have the option of having 50 % of their unused vacation days paid out if requested prior to their employment anniversary date.
- b) Vacation leave may be taken in advance of entitlement with prior approval of the employer. There would be a drawback of pay if an employee left before they had earned their entitlement.
- c) All Vacation requests to be given in writing at least five business days in advance of the start date. Employer to approve requests in writing.

### **16.04 Scheduling**

Vacation schedules shall be determined by seniority. The Employer shall not unreasonably deny vacation as requested.

**16.05** An employee shall be entitled to receive her/his vacation in consecutive weeks, subsequent to co- op operational requirements.

**16.06** Sick leave will be substituted for vacation day(s) where an illness or accident while an employee is on vacation, upon the provision of a satisfactory medical note from a licensed medical professional confirming the illness or injury during a scheduled vacation day.

**16.07** When a holiday falls within an employee's vacation period, her/his vacation shall be extended by one (1) day, either at the beginning or end of the vacation period, at the employee's choice.

**16.08 Unused Vacation Entitlement**

At the time of permanent layoff, termination or resignation, an employee shall be entitled to be paid for all accrued vacation entitlement not yet taken, up to a maximum of 8 weeks.

**Article 17 - Sick Leave**

**17.01 Definition**

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

**Credits**

a) Full-time employees shall earn one and one-half (1 ½) days sick leave credits for each month they are employed to a maximum of eighteen (18) days per year. Part-time Employees normally working between 25-32.5 hours a week shall earn one (1) sick day per month, and accrue sick days to a maximum of 9 days per year. Sick-leave credits shall accrue from an employee's first day of employment and shall accrue to a maximum of seventy-five (75) days. Full-time employees with a start date prior to January 1<sup>st</sup> 2016 shall accrue to a maximum of one hundred (100) days.

b) An employee may be required to produce a certificate from a medication practitioner

- i. for any illness in excess of three (3) working days
- ii. if requested by the company due to patterned absenteeism
- iii. or if requested by the insurance carrier, if applicable.

The employer shall reimburse the employee for any fees charges for the issuance of any required medical certificate.

- c) All Employees with accumulated sick time (up to 75 days, or up to 100 days if the employees start date was prior to January 1<sup>st</sup> 2016) shall be entitled to be compensated in a lump sum payment when they retires or is laid off.

#### **17.02 Sick Leave Without Pay**

Sick leave without pay shall be granted to an employee who does not otherwise qualify for sick leave, provided there is a reasonable expectation that the employee is able to return to work within one (1) year of the date of application for sick leave without pay.

#### **17.03**

This shall be paid to the beneficiary of an Employee representative who dies in the service of the Employer or to an employee who retires, an amount equal to the employee's accumulated sick leave credits up to a maximum of seventy-five (75) days, or up to a maximum of one hundred (100) days if the employees start date was prior to January 1<sup>st</sup> 2016.

#### **17.04**

Employees must telephone, text or email the Security Desk or their supervisor before the start of their scheduled shift time and inform the Company of any absence due to sickness on a daily basis.

### **Article 18 - Leaves**

#### **18.01 Requests**

- a) All requests for leave shall be made in writing at least five business days prior to the leave (unless otherwise specified in the Employment Standards Act) to the Employer, indicating the time(s) and date(s) being requested. No request for leave shall be denied solely because the employee did not submit her/his request in time.
- b) Employees may used accrued overtime in lieu of the leave provisions described in Articles 18.02(a), 18.11, and 18.13.

#### **Union Business**

- a) Upon request at least five (5) working days in advance, employees shall be entitled to leave without pay in order to process CUPE 1281 grievances not under this collective agreement.

**18.02** Upon request at least (5) works days in advance, employees nominated to serve on an arbitration board or as an arbitrator shall be entitled to leave without pay on the days when the board is required to meet, to a maximum of three (3) days per employee per year.

**18.03 Union Meetings and Convention**

- a) Upon written request at least five (5) working days in advance, leave without pay may be granted to employees attending the CUPE 1281 Annual General Membership Meeting, Convention, or Stewards' Councils. Approval for such leave shall not unreasonably be denied.
- b) Upon written request at least five (5) working days in advance, leave without pay may be granted to employees chosen to represent the Union at any authorized Labour Convention or educational seminar. Such leave is to be confined to the actual duration of the Convention or educational seminar and the necessary traveling time.

**18.04 Leave for Candidacy for Public Office**

Upon written request at least four (4) weeks in advance, an employee who is a declared candidate for public office, shall be granted a leave of absence without pay for a period up to the election.

**18.05 Jury Leave**

The Employer shall grant leave of absence to an employee who serves as a juror or witness in any court. The Employee may, at her/his option: treat absence as a leave without pay and retain any fee they receive as a juror or as a witness; deduct the period of absence from their vacation or overtime and retain any fee they receive as a juror or witness; or treat the absence as a leave with pay and pay the Co-op any fee (excluding meal and travel expenses) they have received as a juror or witness.

**18.06 Bereavement Leave**

An employee shall be granted, upon request, seven (7) regularly scheduled working days leave with pay in the case of the death of a (step)- parent, partner of the same or opposite sex, spouse, (step)- sibling, parent-in-law, aunt, uncle, niece, nephew, cousin, grandparent or child. Where burial takes place more than five hundred (500) kilometers from the place of residence of the employee, an additional two days leave with pay shall be added to such bereavement leave. Upon request additional leave without pay may be granted.

## **18.07 Pregnancy Leave**

Employees shall be granted Pregnancy Leave in accordance with the *Employment Standards Act, 2000*, as amended.

A pregnant employee who wishes to continue working during the period of pregnancy shall not be denied that right.

- a) Employees may commence Pregnancy Leave as early as 17 weeks before the due date. The latest an Employee can start their pregnancy Leave is the date the baby is born. Seniority shall accumulate during this leave of absence.
- b) The employee shall give the Employer two (2) weeks' notice, in writing, of the day upon which the leave of absence will commence.
- c) An employee who intends to resume employment on the expiration of a leave of absence granted under this Article shall so advise the Employer by giving two (2) weeks' notice in advance and on their return to work, the Employer shall reinstate the Employee to the position held at time of leave or provide the Employee with alternative work of comparable nature, at not less than the wages earned at the time the leave of absence began and without loss of seniority or benefits accrued to the commencement of the leave of absence.
- d) The employee with thirteen (13) weeks service who receives Pregnancy Leave under the Collective Agreement and who applies for and receives Employment Insurance benefits pursuant to the Employment Insurance Act, is entitled to receive from the Employer while on Pregnancy Leave, for each of the fifteen (15) weeks where the Employee receives Employment Insurance benefits, supplementary payments equal to the difference between eighty (80%) of the employee's weekly gross salary and the Unemployment benefits received.

In addition to the foregoing, the employer shall pay the employee eighty percent (80%) of their normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

- e) An employee who receives Pregnancy Leave under the Collective Agreement and who is entitled to receive Employment Insurance benefits, and who is employed by the Employer for at least five (5) months immediately preceding the commencement of the leave, shall receive compensation from the Employer equal to the amount paid if they were receiving Employment Insurance benefits.

- f) **Unpaid Pregnancy Leave**  
In addition to any paid Maternity Leave, an employee shall also be entitled, upon request, to an additional two (2) years unpaid maternity leave.
- g) If an employee is to be terminated or laid off following their return from maternity leave and before the is eligible for Employment Insurance benefits, the Employer agrees to make up the number of weeks necessary to ensure eligibility.

#### **18.08 Parental Leave**

- a) An employee with thirteen (13) weeks service, who is eligible to take Parental Leave, shall be entitled to an unpaid leave of absence of up to sixty-one (61) weeks if the employee also took a pregnancy leave or up to sixty-three (63) weeks if the employee did not take a pregnancy leave. The term "parent" means any person who falls under the definition of "parent" used in the *Employment Insurance Act*.
- b) Employees who have taken a Pregnancy Leave and who wish to take Parental Leave must commence their Parental Leave immediately when the Pregnancy Leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.
- c) Parental benefits are only available with the seventy-eight (78) weeks following the child's birth, or for adoptive parents from the date the child is placed with you.
- d) Effective on confirmation by the Employment Insurance Commissions of the appropriateness of the Employer's Supplemental Employment Benefit Plan, an employee who is on Parental Leave as provided under this Agreement and who has applied for and is in receipt of Employment Insurance benefits shall be paid a supplemental employment benefit for a period not exceeding seventeen (17) weeks. That benefit shall be equivalent to the difference between eighty percent (80%) of the employee's normal weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's Employment Insurance SUB report will serve as proof that the employee is in receipt of Employment Parental benefits.

In addition to the foregoing, the Employer will pay the employee eighty percent (80%) of their normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

## **18.09**

Employees are entitled during Pregnancy and Parental Leave to continue participation in all benefit plans, including the RRSP as per Article 24. The Employer shall continue to make the Employer contributions to the benefit plan, including the RRSP as per Article 24, unless the employee gives the Employer written notice that the employee does not intend to pay, in advance the employee's contributions during the period of the leave. The employee must make payments to the Employer for their share of benefits and on default, the Employer may allow such benefits to lapse.

If the employee is in receipt of Employment Insurance benefits, the Employer's contribution shall match the employee's contribution to a limit of 4% of the supplemental employment benefit paid by the Employer. If the employee is not in receipt of Employment Insurance benefits the Employer's contributions shall match the employee's contributions to a limit of 4% of the employee's salary prior to taking the Pregnancy or Parental leave.

## **18.10**

Employees shall be reinstated following return from Pregnancy and/or Parental Leave to the position the employee most recently held if it still exists, or to a comparable position if it does not, at no less than the wages earned at the time the leave began and without loss of seniority or benefits.

## **18.11 Emergency Leave**

In the event of a bona fide emergency not covered elsewhere in Article 18, leaves without pay of up to ten days per year shall be granted upon written/email request. The employer agrees that approval will not be denied solely because the employee was unable to make a written request before beginning, provided that they do so as soon as practicable.

## **18.12 General Leave**

The Employer may grant, in writing, leave of absence without pay of up to one year to any employee, upon written request at least six weeks in advance. Permission to take such a leave may not unreasonably be withheld. An employee granted such a leave of absence must give the Employer one months' written notice of intention to return.

## **18.13 Time off for Elections**

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

## **18.14 Return from Leave**

Employees returning from leave shall provide the Employer with 1 (one) months' notice if they wish to return prior to the end of their leave period.

Employees returning from leaves pursuant to Articles 17 or 18 shall be returned to their former positions, or if the former position no longer exists, shall be returned on terms no less favorable than those enjoyed previous to such at leave, at the prevailing rate of pay and with all rights and privileges and benefits as then current in the Collective Agreement.

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

### **19.01 Paydays**

- a) The Employer shall pay salaries and wages in accordance with Appendix A. Each pay, each employee shall be provided with an itemized statement of her/his salary and deductions.
- b) Employees may, upon request at least two (2) weeks preceding the commencement of their annual receive all wages which may fall due during the period of their Vacation.

### **19.02 Holiday Pay**

Employees required to work on a holiday, as per Article 15, shall be paid two (2) times the hourly rate of the employee as per Appendix A for every hour worked at a minimum, four hours.

### **19.03 Temporary Replacement Pay**

When an employee temporarily performs the essential duties of a higher paying position, they shall receive the rate of pay for that classification. When an employee is temporarily assigned to a position paying a lower rate, her/his rate of pay shall not be reduced.

### **19.04 Mileage Allowance**

Mileage rates paid to employees using their automobiles for the Employer's business, upon approval of the Employer, shall be fifty-five (.55) cents per kilometer. Should the Employee be required to use their automobile for duties taking less than an hour's worth of time, they may, upon prior agreement with the Employer, receive the remainder of the hour off, up to a maximum of twenty (20) minutes in lieu of mileage allowance. As a condition, the Employer does not require anyone to own an automobile.

### **19.05 Night Travel Allowance**

When an employee is called into work, between 8:00 PM and 6:45 AM, or if an overtime or work period ends during this time, taxi service to and from the home of the employee shall be provided by the Employer upon presentation of a receipt.

**19.06** Each employee is entitled to an annual combined Education and Wellness Spending Account of \$850, in accordance with CRA Wellness Spending Account guidelines. Eligible uses include:

- i. **Work-Related Education:** Courses offered by recognized post-secondary institutions, professional development programs, certifications, or job-related training. All educational courses require prior approval by the General Manager, which shall not be unreasonably withheld. For courses with graded outcomes, reimbursement will be made upon submission of proof of successful completion (minimum grade of AC2 or 60%).
- ii. **Health and Wellness Expenses:** Reimbursable wellness items include goods and services that promote physical or mental well-being, such as fitness classes or memberships, sports equipment, smoking cessation programs, mindfulness or stress-reduction programs, nutrition counseling, ergonomic equipment, or other items consistent with CRA guidelines for Wellness Spending Accounts.

Employees must submit itemized receipts for reimbursement. Wellness benefits may be claimed for one person including the employee, their spouse/partner, child, or legal dependent. Eligible items and services must be CRA-approved and must support general wellness, education, or professional development.

**19.07 Travel Expenses**

All employees on authorized travel shall be allowed up to \$50 per diem upon presentation of receipts. All travel costs incurred while on the Employer's business shall be paid by the Employer. The Employer agrees to forward all travel expenses and per diems to the employee every period, except in the case of financial emergency.

**19.08 Child Care Benefits**

Should an employee, who is also a parent, be required to attend a meeting which will require the employee to wait more than two hours before leaving, attend work on the weekend, attend a workshop or seminar outside of work hours, or requested by the appropriate manager to work more than two hours of overtime in one evening; and providing that the other partner is not available, the employee shall be entitled to a child care allowance. This will be at a maximum rate of \$15.00 per hour, beginning one hour after the employee's normal finishing and ending one hour after the end of the overtime worked. A receipt from the caregiver will be provided to the employer for reimbursement.

**19.09 Maintenance Clothing Allowance**

The Employer shall reimburse maintenance employees for the cost of suitable (e.g. Mark's Work Warehouse) work-related clothes (including safety footwear) to a maximum of \$600.00 per year upon presentation of receipts. Those employees who work less than 15 hours per week shall receive \$350.00. The

Employer shall provide maintenance Employees with t-shirts on a semi-annual basis and shall provide suitable gloves for outdoor work when necessary.

#### **19.10 Meal Allowance**

Should an employee be required to attend a meeting which will require the employee to wait more than two hours before leaving or should an employee be required by the appropriate Manager to work more than two hours of overtime in one evening, the employee shall be entitled to a meal allowance to a maximum of \$18.00 per occurrence. The employee will be reimbursed upon presentation of a receipt.

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

#### **20.01 Scheduling and Hours of Work**

The work week for Office Staff shall normally be 35 hours a week, Monday to Friday from 9:00am to 5:00pm. Summer office hours (May thru August) shall be 32 hours a week, Monday to Friday, normally 9:00am to 5:00pm, with one midweek day a seven (7) hour shift between 8:00am and 7:00pm to accommodate longer office hours one day per week, and Friday 9:00am to 1:00pm. The office shall be closed during the lunch from the hours of 1:00 pm – 2:00 pm except for emergencies. The office hours on the first business day of the month at all times of the year shall be 9:00am to 6:00pm.

#### **20.02 Breaks**

Each Employee will receive a fifteen (15) minute paid break for each three-and-one-half (3 1/2) hours of work. Each employee required to work more than four (4) hours shall receive an unpaid lunch break.

#### **20.03 Overtime**

Overtime for full time employees shall consist of all hours worked for the Employer in excess of thirty-seven and one half (37 ½) per week, or in excess of seven and one half (7 ½) per day.

- a) Overtime shall be worked on a voluntary basis and approved in advance by the Employer.
- b) Overtime shall be paid to Employees at a rate of 1.5 times the Employee's normal hourly rate. Overtime shall be paid during the pay period in which it was taken.
- c) Employees may request time off in lieu of overtime payment. This shall be provided at the rate of 1.5 hours off for each hour of overtime worked. If an Employee claims time off in lieu and fails to take that time off, after six (6) months it shall be paid to the Employee in accordance with Article

20.03 (b).

- d) Should a situation arise in which an Employee is terminated, laid off, or resigns, and that Employee has requested time off in lieu of overtime payment, the Employee shall be paid for their overtime in accordance with Article 20.03 (b)

#### **20.04 Call Out Allowance**

Each employee who has completed a regular days work and leaves the place of work and who is subsequently called back by management or their supervisor prior to the starting time of the next scheduled shift shall be paid a minimum of three (3) hours at their basic hourly rate as per Appendix A.

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

#### **21.01**

If as a result of the Employer ceasing part of the operations, or if by reason of any changes in operating methods, the Employer is unable to provide work for a displaced employee at the same regular rate of pay in a comparable class of work, the employee shall be given thirty (30) days' notice and severance pay on the basis of four (4) weeks' pay at the regular rate of the position last held by the employee, and one week's pay for every year of completed service to the Employer, to a limit of eighteen (18) years.

For the purpose of implementing this Article, an employee who is laid off with no recall date, or whose recall date is more than a year from the date of layoff, or who is laid off and whose recall date is cancelled, shall be considered to be terminated.

### **Article 22 - Job Description and Re-Classification**

#### **22.01**

Job descriptions for every bargaining unit position are incorporated into the collective agreement under Appendix B. Should the Employer choose to add duties to a job description, the Employer agrees that all issues concerning classification or reclassification are negotiable, grievable, and subject to arbitration. Job Descriptions are intended as general guidelines. The Employer may assign other reasonable duties within the employee's competence and training, as required by operational needs.

## **Article 23 - Technological Change**

### **23.01 Training**

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by an employee or employees under the present methods of operation, the Employer shall provide a reasonable amount of training for the employee(s) affected, at the Employer's expense. If the training is unsuccessful, the affected employee shall be laid off pursuant to Article 14.

## **Article 24 - Benefits**

### **24.01 Health Insurance Plan**

The Employer shall pay the entire cost of premiums for each employee for her/his inclusion in the Employer's employee health benefits plan currently provided by the co-operators. Eligible Employees shall be entitled to the benefits in the Employee Benefits Program between the Co-operators and the Co-operative Housing Federation of Canada. Coverage shall commence after the three (3) month probationary period. Should this plan cease to be available or change the Employer shall provide a plan of equal coverage, if available and at a similar cost, for the employees. Currently, the coverage limit for prescription drugs has been eliminated. Employees will not be required to pay a dispensing fee other than the initial \$25.00 (twenty-five dollars) per year, accounted for throughout the plan. The Employer shall pay the entire cost of premiums for each employee age 70 or above for the Cooperators 'Next Benefits-Solved'.

### **24.02 Long Term Disability**

The Employer shall provide each employee, and pay the full cost for each employee, with coverage in a Long-Term Disability. This plan have the following provisions: payments shall equal 66.7% of salary to a maximum of \$3,000 per month; coverage shall commence after one hundred and twenty (120) calendar days.

### **24.03 Vision Care**

The benefit carrier shall reimburse each employee, upon the presentation of receipts, an amount of up to \$150, the Employer shall reimburse up to an additional \$275 - a maximum of \$25 in total in a 24-month period for the purchase of prescription eyewear or contact lenses.

### **24.04 Life Insurance**

Effective January 1, 1998, the Basic Life Insurance is the maximum in the Co-operators Policy.

## **24.05**

If the premium paid by the Employer for any employee benefit is reduced as a result of legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees. Unless it is replaced by another legislated Employer paid program.

## **24.06 Canadian Pension Plan**

The Employer agrees to pay the Employer's contribution to the Canada Pension Plan, the employee's contribution to be deducted from the bi-weekly payroll of each employee.

## **24.07 Workers Compensation Plan**

The Employer agrees to pay the Employer's contribution to the Workers Compensation Plan.

## **24.08 RRSP Contributions**

The Employer, will contribute to a self-directed Registered Retirement Savings Plan of the Employees choice of an equal percentage bases to a maximum of 4.5 % of the Employee's gross income which includes base rate income, overtime and other premium payments, and vacation paid amounts. The maximum shall increase to 4.75% on January 1, 2027.

Each employee that has an RRSP set up at a financial institution of their choice will contribute on a monthly basis. Each month, the Employer shall provide the Employee, via email or printed out, with confirmation that their RRSP contribution has been made.

Employees shall have the option to have retroactive pay deposited into their RRSP account, subject to RRSP maximums.

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

### **25.01**

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

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

### **25.02 Health and Safety Committee**

In conformity with the Occupational Health and Safety Act, the Employer will form a Health and Safety Committee.

- a) In consultation with the Health and Safety Committee, the Employer shall, within three (3) months of the signing of this Collective Agreement, bring all work locations into conformity with Workplace Hazardous Materials Information System (WHMIS) requirements.
- b) The Health and Safety Committee will, as a priority, institute proper training procedures for all employees, including first aid procedures and conflict avoidance. The Employer will make all reasonable efforts to ensure that these training procedures take place during working hours. In the event that the Employees are required to undertake training procedures outside of working hours, those hours shall be paid.

### **25.03 Computer Stations**

- a) Pregnant employees shall have the right to refuse work at computer stations with video display monitors, which emit radiation.
- b) In purchasing new or replacement station equipment, the Employer shall ensure the emission levels from VDT do not exceed those provided by current Ontario Governmental standards and shall ensure that other computer station equipment adequately provides for the comfort and health of the employees.
- c) No employee shall be required to work in front of a VDT for more than four (4) consecutive hours. After each hour of continuous operation of a VDT, the employee shall be allowed a ten (10) minute break.

### **25.04 Workload Review**

Should an employee have concerns that their workload is unreasonable, the Employee shall raise this matter with their supervisor without undue delay. The Employer shall develop a workplan to address the workload issue and present it to the Employee.

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

### **26.01 Employer Provides Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their rights and duties under it. The Employer agrees to provide each Employee with a paper copy of the Collective Agreement each time a new agreement is ratified, and upon hire to new Employees, and notify the Shop Steward once this has been completed. The Employer agrees to provide each Employee with a PDF of the Collective Agreement upon request.

**Article 27 - No Strikes, No Lock-Outs**

**27.01**

For the duration of the Collective Agreement, there shall be no strike or lockout, as defined by the Ontario Labour Relations Act. Article 28 - Duration of the Agreement

The Agreement shall continue in force and effect from January 1, 2025 until December 31, 2027. Either party to this Agreement, may, anytime within ninety (90) days prior to its expiration, present the other party, in writing, proposed terms of a renewal of this Agreement and/or amendments to the Agreement. A meeting shall be held within twenty (20) days, at which time the parties will commence negotiations on the proposed amendment and/or terms of the new Agreement.

Failing an Agreement by December 31, 2027, this Agreement shall continue in force until a new Agreement is executed, or until such time, as defined by the Ontario Labour Relations Act, as the parties gain the right to strike or lockout.

In Witness whereof, the Parties hereto have caused this Agreement to be signed by its duly authorized representatives in Metropolitan Toronto this 11th day of March, 2026.

**For the Employer**

*Lemonia Antoniadou*

Lemonia Antoniadou – General Manager

**For the Union**

*NS*

Naomi Scott (2026-03-18 12:53:14 EDT)

Naomi Scott – Union Steward

*Ryan London*

Ryan London – Business Agent

*ED*

Emma Davis (2026-03-18 07:08:31 EDT)

Emma Davis – Housing Coordinator

## Appendix A - WAGE SCHEDULE AND GRID

<b>Position</b>	<b>2024 Salary</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.50%</b>
		<b>January 1, 2025</b>	<b>January 1, 2026</b>	<b>January 1, 2027</b>
Housing Coordinator	\$63,478.29	\$64,747.86	\$66,042.81	\$67,693.88
Housing Assistant	\$51,061.08	\$52,082.30	\$53,123.95	\$54,452.05
Bookkeeper	\$63,478.29	\$64,747.86	\$66,042.81	\$67,693.88
General Maintenance 1	\$50,023.86	\$51,024.34	\$52,044.82	\$53,345.94
General Maintenance 2	\$50,023.86	\$51,024.34	\$52,044.82	\$53,345.94
PT Maintenance (Cleaner)	\$21.74	\$22.17	\$22.62	\$23.18
		<b>2.00%</b>	<b>\$1000 + 2.00%</b>	<b>\$1000 + 2.50%</b>
FT Mail Clerk/ Cleaner	\$43,780.27	\$44,655.88	\$46,568.99	\$48,758.22
FT Maintenance (Cleaner)	\$43,780.27	\$44,655.88	\$46,568.99	\$48,758.22

New hires will generally be paid at the Probationary Rate, subject to the Employer's discretion to provide a higher rate than the Probationary Rate based on the level of experience of the new hire.

The Probationary Rate, and After Probation Rate within the Salary Schedule includes a 2.0% increase from previous rates on January 1, 2025, and includes future increases of 2.0% on January 1, 2026 and 2.5% on January 1, 2027.

## **Appendix B - JOB DESCRIPTIONS**

### **Housing Coordinator**

#### **Summary:**

The Housing Co-Ordinator holds the responsibility of administering and managing the allocation of housing within the co-operative. The role requires adaptability due to the transient nature of the majority of the housing units. The candidate must possess flexibility and patience to respond to the ongoing demands of the position. Excellent customer service skills, attention to detail and the ability to effectively deal with stress are crucial. The Housing Co-ordinator also works closely with the Maintenance Department to ensure unit status information is up to date.

#### **Job Duties:**

- Disseminating applications/information to applicants and members
- Accepting and vetting applications
- Maintaining internal and external waiting lists
- Assigning rooms and sending confirmations of same
- Arranging of key distribution to new and relocating members
- Monitoring vacancy and reporting same to General Manager
- Preparing move documentation with particular emphasis on crucial move periods
- Liaising with co-op staff as necessary
- Ensuring accuracy of housing information in database
- Marketing and promoting housing as necessary
- Updating applications forms, occupancy agreement and information leaflets
- Participating in tasks related to improving database efficiently
- Works closely with the Housing Assistant, covers Housing Assistant position during sick days and other leaves
- Liaising with the Maintenance Manager and General Manager regarding unit

conditions

- Participating in the updating of policies and procedures as needed
- Maintain confidentiality of member information at all times
- Other duties as may be assigned by the General Manager

**Requirements:**

- College or university degree, with an emphasis in Non-Profit organizations
- Minimum 5 years' experience working in a housing allocation role
- Ability to effectively communicate with members and co-workers
- Strong commitment to the goals and vision of the co-operative
- Exposure to co-operative organizations an asset
- Ability to build strong relationships with individuals of all levels
- Honest and open, high level of personal integrity
- Strong verbal and written communication (telephone, emails, in person)
- Strong knowledge of Microsoft Office products including Word and Excel
- Adaptability to new technologies and processes

**Working Conditions:**

- Ability to commit to working crucial move periods of May 1 and September 1 and 2
- Ability to interact with members, administration, and visitors, under all circumstances
- Manual dexterity required to use desktop computer and peripherals
- Overtime as required, especially during move in/out periods

## **Housing Assistant**

### **Reports to: Housing Co-ordinator**

### **Summary:**

The Housing Assistant is responsible for a wide variety of clerical office duties in support of the housing office. These include greeting and screening visitors, answering and referring inbound telephone calls/emails, and the initial processing of applications for housing.

### **Core Competencies:**

Customer focus

Communication

Energy & Stress

Team Work

Quality Orientation

### **Problem Solving:**

Accountability and Dependability

Operating Equipment

Ethics and Integrity

### **Job Duties:**

- Respond to telephone, email, and in-person inquiries from members, staff and suppliers
- Refer all inquiries to the appropriate individual, or departments
- Review incoming applications to ensure they are accurate and complete
- Accept payments ensuring they are coded correctly
- Administer and update parking, Wi-Fi, and AC agreements
- Solicit requests for and order office supplies
- Ensure continuous operation of office equipment

- Type forms, letters, reports, and memos as necessary
- Organize, maintain, and coordinate office records and files in their proper locations
- As a front-line worker, present a positive and professional image of the organization
- Observe and report health and safety issues
- Administer and manage inbound/outbound mail, including priority post, packages, courier services, and other correspondence
- Maintain the reception in a tidy and presentable manner
- Demonstrate continuous efforts to improve operations, streamline work processes, and work cooperatively and jointly to provide quality seamless services
- Act in the absence of the Housing Co-Ordinator
- Other duties as required

**Requirements:**

- High school diploma or GED, or an acceptable combination of education and experience
- 1-2 years of direct work in experience in a receptionist capacity
- Superior typing skills
- Able to write simple correspondence, including memos, letters, etc.
- General mathematical skills
- Ability to apply understanding to carry out instructions in written, verbal, or diagram form
- Adjusts and is flexible to meet changing work needs and demands
- Knowledge of supplies, equipment, and/or services ordering, as well as inventory control of these items
- Strong knowledge of Microsoft Office products, including Excel, Word, and

## PowerPoint

- Able to maintain filing systems and basic databases
- Excellent analytical and problem solving skills
- Superior telephone manners and strong interpersonal skills
- Strong written and verbal skills to communicate with all levels of the organization and its executive team

## **Working Conditions:**

- Able to occasionally lift items as heavy as 50 lbs
- Manual dexterity required to use desktop computer and peripherals
- Overtime as required

## **Bookkeeper**

**Reports to:** General Manager

### **Summary:**

The Bookkeeper is responsible for the maintenance of cooperative accounting records, including accounts payable and receivable, and other bookkeeping related duties including bookkeeping administrative task, as outlines below

### **Job Duties:**

#### Accounts Receivable

- Daily posting of payments from point of sales, posting cheques and other funds received from members, commercial receivable, hotel receivable, and other income received from other sources as required
- Post receivable items (including cash) from security income
- Post unused funds returned by staff committees
- Deposit received funds (cheque, bank drafts, cash etc.)
- Process NSF payments as required
- Administer petty cash
- Processing pre-authorized payments
- Accepting payments
- Posting charges/fines/expenses to co-op member and departmental expense accounts
- Informing General Manager of any POS refunds required Accounts Payable
- Process refunds
- Paying and reconciling invoices from various security, maintenance, housing, and hotel department expenses
- Writing cash advance and reimbursement cheques to committees (SAC) as required

## **Administrative Tasks**

- Run arrears report and send arrears letters to members
- Prepare arrears letters (Schedule F, G, and H)
- Prepare arrears reports and information to the General Manager and Accountant as required
- Send Collection letters as required
- Process Bad Debts and send to collections as required
- Review disputed cheque payments and make necessary steps to recall and reissue
- Tracking staff allowances
- Works in collaboration with and coordinates with co-op accountant as required
- Review monthly payments status applications and approve/reject as appropriate
- Review OSAP applications and accept/reject as appropriate
- Provide financial reference letters to members and past members regarding housing charges and for the purposes of receiving OSAP and grants
- Provide rental receipts to members on an annual basis
- Maintain Bookkeeping
- Filing System
- Other Office Tasks
- Answering telephone calls
- Corresponding with members, staff, and other parties via email and written communication regarding bookkeeping related duties
- Occasionally relieves Housing Assistant/Reception area when required
- Communicating and cooperating with the auditor during audit time

- Other bookkeeping related duties assigned by the General Manager from time to time

## **General Maintenance Worker**

### **Summary:**

The Maintenance Worker will report directly to the Maintenance Supervisor. The Maintenance Supervisor may at times require the worker to perform other tasks which fall within the framework of this job posting. The Maintenance Worker will keep complete confidentially about members and other staff.

### **Job Duties:**

- Preventative and routine maintenance
- Carry out preventative and routine maintenance according to schedules and work orders. This includes, but not limited to, the electrical system, mechanical systems, plumbing systems, garbage compactor, pumps, generator, drains, doors, locks and general care of the physical plant
- Maintain all the co-op tools and equipment
- Work with the supervisor to prepare and revise preventative maintenance schedules
- Repairs
- Respond to work orders and make repairs that involve plumbing, carpentry, locks, painting, drywall, windows, and electrical
- Advise the supervisor when there is need of specialized tradespeople
- Inform the supervisor of work that is needed
- Repair co-op tools and equipment Materials and supplies
- Pick up and take delivery of maintenance supplies
- Receive shipments and check packing slips
- Restock inventory
- Check and maintain inventory records

## **General**

- Assist in creating and maintain unit and common area maintenance files
- Assist the supervisor to get quotes on minor maintenance repairs
- Carry out move-out/in and other inspections as needed
- Follow emergency procedures when emergencies occur
- Respond to emergency calls
- Move appliances and other equipment

## **Qualifications:**

- Experience in repair and maintenance work
- Punctual and responsible
- Good interpersonal skills and professional in dealing with others including residents vendors and colleagues
- Ability to work safely, following established safety practices and procedures
- Able to complete assigned duties with minimum supervision and in a timely, efficient and detailed manner

## **Knowledge and Educational Skills:**

- Post-secondary school diploma in a related field or completion of a craft apprenticeship or an equivalent
- 3-5 years' experience and/or knowledge of mechanical and electrical systems, plumbing, carpentry and heating and ventilation systems. Technical training in building maintenance is preferred
- Ability to read and interpret manuals related to equipment and systems
- Ability to read and write English and understand moderately complex oral and written instructions.

## **Part-time Maintenance Worker**

### **Job Description:**

The maintenance worker will report directly to the Maintenance Supervisor. The maintenance supervisor may at times require the worker to perform other tasks which fall within the framework of this job posting. The maintenance worker will keep complete confidentiality about members and other staff.

### **Responsibilities:**

- Cleaning and Janitorial Duties
- Cleaning of all common areas of the building as required including hallways, washrooms, laundry rooms, facility rooms, offices and workshops.
- Cleaning apartments as required due to move-outs
- Garbage, recycling, and composting collections
- Seasonal maintenance - lawn care and snow removal
- Repairs
- Assisting full-time staff to complete work orders
- Completing basic work orders, including changing lights, replacing window screens, plunging toilets, monitoring pest control
- Accompanying contractors to job sites within the building
- Reporting any base building problems to the Maintenance Supervisor
- Materials and supplies
- Take delivery of maintenance supplies
- Receive shipments and check packing slips
- Stock inventory and checking supplies

### **General**

- Carry out move-out/in and other inspections as needed

- Follow emergency procedures when emergencies occur
- Move appliances, furniture and other equipment
- Assist in student move-in days at the start and end of each semester

**Qualifications:**

- Experience in repair and maintenance work an asset
- Punctual and responsible
- Good interpersonal skills and professional in dealing with others, including residents, vendors, and colleagues
- Ability to work safety, following established safety practices and procedures
- Able to complete assigned duties with minimum supervision and in a timely, efficient and detailed manner

**Knowledge and Educational Skills:**

- Ability to read and interpret manuals related to equipment and systems
- Ability to read and write English and understand moderately complex oral and written instructions
- Prior experience in work order systems preferable

## **Part Time Mail Clerk**

### **Job Duties:**

Responsible for sorting and distributing internal and external mail into mail room mailboxes. Posting notices around the building as required. Distributing parcel delivery forms into mailboxes when required. They may also be asked to perform other communication duties as required.

**LETTER OF UNDERSTANDING**

between

NEIL- WYCIK COLLEGE CO-OPERATIVE INC.

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES,

Local 1281-16

**RE: Wayne Daley Full Time Status**

It is understood that Wayne Daley shall work alternating weekends (Saturday and Sunday).

SIGNED AT ONTARIO THIS 11<sup>TH</sup> DAY OF MARCH, 2026.

**SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND IT'S LOCAL  
1281-16**

*Lemonia Antoniadou*

Lemonia Antoniadou – General Manager

**SIGNED ON BEHALF OF NEIL-  
WYCIK COLLEGE CO-OPERATIVE  
INC**

*NS*

Naomi Scott (2026-03-18 12:53:14 EDT)

Naomi Scott – Union Steward

*Ryan London*

Ryan London – Business Agent

*ED*

Emma Davis (2026-03-18 07:08:31 EDT)

Emma Davis – Housing Coordinator

## LETTER OF UNDERSTANDING

BETWEEN

NEILL-WYCIK COLLEGE CO-OPERATIVE INC.

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1281

### **Re: Education and Wellness Spending Account Policy**

The parties agree to the following terms to clarify the administration of clause 19.05 (education and wellness spending account allowance) of the collective agreement.

#### **Purpose**

The Education and Wellness Spending Account (EWSA) is established to support employee learning, development, and well-being through reimbursable education and wellness-related expenses.

#### **Annual Allowance**

The Wellness allowance is part of the combined \$850 per annum for reimbursable expenses related to education and wellness, in accordance with CRA guidelines for Wellness Spending Accounts.

#### **Eligible Expenses**

Examples of eligible expenses include, but are not limited to:

- Education
  - Courses from recognized post-secondary institutions
  - Professional certification or licensing fees
  - Short-term continuing education workshops
  - Textbooks or required course materials
- Wellness
  - Gym or fitness memberships
  - Sports league fees
  - Yoga, Pilates, or meditation classes
  - Fitness trackers or sports equipment
  - Nutritionist or dietitian services

Smoking cessation programs  
Ergonomic office equipment (e.g., standing desks, chairs)  
Stress management or mental health workshops

### Approval Process

Education expenses must be approved in advance by the General Manager. Approval will not be unreasonably withheld.

Wellness expenses do not require advance approval but must be consistent with CRA Wellness Spending Account guidelines and must support general well-being.

### Reimbursement

Reimbursement will be provided upon submission of original receipts and, for educational courses with grades, proof of successful completion (minimum grade AC2 or 60%).

Claims may be made for the employee or one eligible family member per year (spouse/partner, child, or legal dependent).

### Administration

The Employer will maintain and communicate clear reimbursement procedures to employees.

Both parties agree to review this policy periodically to ensure continued compliance with CRA regulations and to address any concerns.

Signed this 06 day of November, 2025.

For Neill-Wycik College Co-Operative Inc.

*Lemonia Antoniadou*

Lemonia Antoniadou – General Manager

For CUPE, Local 1281

*Naomi Scott*

Naomi Scott (2026-03-18 12:53:14 EDT)

Naomi Scott – Union Steward

*Ryan London*

Ryan London – Business Agent

*Emma Davis*

Emma Davis (2026-03-18 07:08:31 EDT)

Emma Davis – Housing Coordinator

## LETTER OF UNDERSTANDING

Between

NEILL-WYCIK COLLEGE CO-OPERATIVE INC.

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1281-16

### **RE: Trial of Revised Summer Office Hours**

It is understood that the Employer and the Union wish to establish a two-year trial period of revised summer office hours, commencing in the summer of 2026 and continuing through the summer of 2027, in accordance with Article 20.01 of the Collective Agreement.

The trial period will operate as follows:

1. **Period of Application**
  - The revised summer schedule shall apply from June 1 to August 31 of each of 2026 and 2027.
2. **Hours of Work During the Trial**
  - Monday to Thursday: 9:00 a.m. to 5:00 p.m. (no unpaid lunch period).
  - Friday: 9:00 a.m. to 1:00 p.m. (no unpaid lunch period).
  - The office hours on the first business day of the month shall remain 9:00 a.m. to 6:00 p.m. at all times of the year.
  - All other provisions of Article 20.01 continue to apply unless specifically modified by this Letter of Understanding.
3. **Review and Reversion**
  - In September 2027, the Company and the Union shall meet to review the viability of the revised summer hours and decide whether they will continue beyond the trial period.
  - If either party determines that the trial should not continue beyond August 31, 2027, the office hours will revert to the provisions of Article 20.01 of the Collective Agreement effective September 1, 2027.
4. **No Prejudice**
  - This Letter of Understanding is without prejudice or precedent to either party and shall not be referred to in any other matter.

**For Neill-Wycik College Co-Operative Inc.**

*Lemonia Antoniadou*

Lemonia Antoniadou – General Manager

**For CUPE, Local 1281**

*NS*

Naomi Scott (2026-03-18 12:53:14 EDT)

Naomi Scott – Union Steward

*Ryan London*

Ryan London – Business Agent

*ED*

Emma Davis (2026-03-18 07:08:31 EDT)

Emma Davis – Housing Coordinator