

COLLECTIVE AGREEMENT
between
OCUFA
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 1281

Term:
January 1, 2007 – December 31, 2009

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ARTICLE 1 - RECOGNITION

- 1.01 The parties to this agreement are the Ontario Confederation of University Faculty Associations (OCUFA) and the Canadian Union of Public Employees (CUPE), Local 1281.
- 1.02 The Employer recognizes the Canadian Union of Public Employees' Local 1281, as the exclusive bargaining agent for all Employees of OCUFA regularly employed for sixteen (16) hours per week or more, save and except the Executive Director and the cleaner.
- 1.03 In this agreement the word Employer refers to OCUFA; the word Union refers to CUPE Local 1281; and the word Employee refers to members of the Bargaining Unit as defined in 1.02.
- 1.04 The Employer acknowledges the right of all Employees to be assisted by Union Officers and Stewards in all matters dealing with their employment. The Employer recognizes the duty of the Union Officers and Stewards to assist, and if requested represent, Employees in all matters when dealing with the Employer.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes the right of the Employer to manage and direct the organization and to hire, promote, assess, evaluate or discipline, discharge, dismiss or terminate the employment of an Employee for any reason for just cause subject to the provisions of this Agreement and the right of any Employee to lodge a grievance.
- 2.02 Employee evaluations are conducted by the Executive Director or delegate on behalf of the Board.
- 2.03 Discipline of an Employee is imposed by the Executive Director or delegate on behalf of the Board.
- 2.04 The Staff Relations Committee may, upon the recommendation of the Executive Director, discharge, dismiss or terminate the employment of an Employee on behalf of the Board.

- 2.05 In its exercise of these rights and in conducting its employment relations the Employer shall act in a manner that is fair, reasonable, equitable, nondiscriminatory, in good faith and consistent with the terms of this Agreement.

ARTICLE 3 - PAST PRACTICE

- 3.01 All rights, benefits, privileges and working conditions that are reasonable, certain and known which all Employees or a group thereof now enjoy, receive, possess or are eligible for as Employees of OCUFA shall continue insofar as they are not inconsistent with the terms of this Agreement. They may be modified, however, by mutual agreement between the Parties.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer agrees that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to an Employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise, by reason of age, race, creed, colour, national origin, political or religious affiliation or beliefs, political activity, sex, sexual preference, sexual orientation, marital status, parental status, number of dependents, place of residence, record of offences, medical record, physical handicap or disability where it does not prevent the performance of the duties of the position, her/his activity or lack of activity in the Union, nor by reason of the exercise of any of the rights contained in this Agreement.
- 4.02 For the purposes of this agreement spouse designates wife, husband, common law wife, common law husband, and lesbian and gay co-habitant partners. A common law or co-habitant partner is defined as one who is designated by the Employee, is currently co-habiting with the Employee, and has been co-habiting with the Employee for a period of at least twelve (12) months.

This definition shall apply to all articles of this agreement, including but not restricted to Articles 22.05, 26.01, 27 and 28.01. It shall determine the definition of all other familial relationships referred to in this agreement, including but not restricted to the definition of "child" which shall include the Employee's partner's child and the definition of "in-law" which shall include equivalent relationships flowing from common law or lesbian/gay partner relationships.

It is agreed that other terms used in this Article shall bear the same meaning as terms used in the Human Rights Code, 1981, where the terms are defined in the code.

4.03 No Harassment

(a) Definition of Harassment

Pursuant to Article 4.01, the Parties agree that harassment shall be defined as in the Ontario Human Rights Code. The Parties agree that harassment at work or in any situation related to employment is prohibited.

The Employer is responsible for fostering a safe working environment, free of harassment. Management must set an example for appropriate workplace behaviour, and must deal with situations of harassment immediately on becoming aware of them, whether or not there has been a complaint.

All Parties to the Agreement have the responsibility to treat each other with respect and not engage in harassing behaviour. All OCUFA staff [and/or alternates as specified in Article 4.03 (c)] is responsible for respecting the confidentiality of anyone involved in a harassment complaint.

(b) Sexual Harassment

Sexual harassment shall include, but not be limited to, any of the following:

- (i) unwanted attention of a sexually oriented nature; or
- (ii) implied or expressed promise of rewards 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) unwelcome sexually oriented remarks or behaviour.

(c) Within two working days of an Employee bringing forward a complaint, the Parties to the Agreement shall convene a meeting of the Executive Director, or alternate, and the Union Steward, or alternate, to develop a plan of intervention to resolve the complaint. Such a plan may include, but is not limited to, mediation. Where the nature of the complaint is

such that there is an urgent need to address the situation immediately, a plan for discontinuation of contact must be considered.

ARTICLE 5 - UNION MEMBERSHIP AND CHECK-OFF OF UNION DUES

- 5.01 Within one (1) week of the signing of this Agreement, all members of the Bargaining Unit shall, as a condition of employment, become and remain members of the Union in good standing, according to the constitution and bylaws of the Union. As a condition of employment, all new members of the Bargaining Unit shall become and remain members in good standing of the Union within thirty (30) days of employment.
- 5.02 The Employer shall deduct from the salary of every member of the Bargaining Unit any dues, initiation fees, or assessments levied by the Union on its members.
- 5.03 Deductions shall be made from salaries once each month and shall be forwarded to the Treasurer of the Union not later than the 20th day of that month, accompanied by a list of names, addresses and job titles of Employees from whom deductions have been made. A copy of this list shall be forwarded by the Employer to the national headquarters of the Union.
- 5.04 At the same time as Income Tax (T-4) slips are made available the Employer shall type on the amount of union dues paid by each union member in the previous year.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.
- 6.02 Information relating to Employee grievances and the identity of an Employee grievor shall be treated on a confidential “need to know” basis.

6.03 Types of grievance:

- i) An individual grievance is a grievance relating to an individual Employee;
- ii) A group grievance is a grievance relating to a group of Employees similarly affected by the Employer's action;
- iii) A policy grievance is a grievance by the Union which may involve a matter of general policy or of general application of the Collective Agreement. Formal policy grievances shall be lodged at Step Two.

6.04 Informal

Before the formal grievance procedure is initiated, every reasonable attempt shall be made to resolve the matter by informal discussion. If the Union has a grievance, the Union shall first discuss the matter with the Executive Director or delegate. If a grievance is resolved at this stage, the resolution shall be put in writing and countersigned by both the Executive Director and the Union.

6.05 Formal

A formal grievance shall be in writing, signed by the Union, and shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought.

6.06 STEP ONE:

Failing settlement at the Informal Stage, the Union may lodge a formal individual or group grievance with the Executive Director. The grievance shall be lodged within fifteen (15) working days of the events giving rise to the grievance or within fifteen (15) working days of when the Union or the Employee might reasonably claim to have become aware of the events giving rise to the grievance. The Executive Director or delegate shall within five (5) working days schedule a meeting with the grievor/s and the Union. The meeting shall be held within fifteen (15) working days of the receipt of the written grievance. The Executive Director or delegate shall reply within fifteen (15) working days of the meeting accepting or denying the grievance. If a grievance is resolved at this stage, the agreed resolution shall be put in writing and countersigned by the Union and the Executive Director or delegate.

6.07 STEP TWO:

The Union shall lodge a grievance at Step Two to the Chairperson of the Staff Relations Committee with a copy to the Executive Director:

- i) within fifteen (15) working days of the events giving rise to the policy grievance, or within fifteen (15) working days of when the Union might reasonably claim to have become aware of the events giving rise to the grievance; or
- ii) within fifteen (15) working days of the denial of an individual or group grievance at Step One.

The Chairperson of the Staff Relations Committee or delegate shall within five (5) working days schedule a meeting with the grievor/s, the Union and the Executive Director. The Step Two meeting shall be held within twenty (20) working days of the receipt of the written grievance. The Chair of the Staff Relations Committee shall provide a written reply to the Union within fifteen (15) working days accepting or denying the grievance.

6.08 Failing settlement at Step Two, the Union may give written notice of intention to submit the grievance to an arbitrator for final and binding arbitration; such notice shall be given no later than ten (10) working days after receipt of the written reply of the Chair of the Staff Relations Committee denying the grievance at Step Two.

6.09

- i) If the Employer fails to reply within the required time limits as set in 6.06 or 6.07 the Union may proceed with the grievance to the next step at the expiration of such time limit.
- ii) If the Union takes no action on a grievance within the time limits specified in 6.06, 6.07, 6.08 the grievance shall be deemed to have been withdrawn or settled as the case may be.
- iii) Any of the time allowances set out in this Article may be extended if mutually agreed to in writing. It is agreed that any of the time limits set out in this Article are automatically suspended during the vacation, holiday or leave of the grievor/s, the Union, the Executive Director, and the Chair of the Staff Relations Committee.

6.10 If the Union notifies the Employer in writing of an alleged violation of this Agreement, but indicates a decision not to grieve, this decision shall be without prejudice to grievances on similar

matters. Further, the withdrawal of a grievance at any stage shall be without prejudice to the Union's interpretation of the Collective Agreement.

ARTICLE 7 - ARBITRATION

7.01 Grievances referred beyond Step Two, under Article 6.08, shall be heard by a single Arbitrator. The Union shall, in its notice of intent to proceed to Arbitration, suggest a person to serve as Arbitrator from the list in Article 7.01.1. The Employer shall respond within ten (10) working days, either agreeing to the Union's proposed Arbitrator or suggesting an alternate Arbitrator from the list in Article 7.01.1. If the Parties cannot agree on an Arbitrator within twenty (20) days, either Party may request the Minister of Labour for the Province of Ontario to appoint an Arbitrator.

The Parties agree to the following list of arbitrators:

Bill Kaplan
Russell Goodfellow
Jane Devlin
Barry Stephens
Maureen Saltman
Kevin Burkett
Norm Jesin
Randi Abramsky
Steve Raymond

7.02 Each Party shall bear the expenses of its representatives, participants and witnesses, and of the preparations and presentation of its own case. The fees and expenses of the Arbitrator, the hearing room and any other expenses incidental to the Arbitration hearing shall be borne equally by the Parties.

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

7.04 The Arbitrator shall have the authority to fashion a remedy appropriate in the circumstances to resolve the grievance regardless of the form in which the grievance was filed.

- 7.05 The Arbitrator shall have the power to modify any penalty imposed by the Employer and to take whatever other action is just and equitable in the circumstances. Normally, Employees who are found to be unjustly suspended or discharged shall be immediately reinstated in their former positions without loss of seniority and shall be compensated for all monetary losses, including salary and benefits.
- 7.06 The Arbitrator shall have the authority to allow all reasonable amendments to the grievance and the authority to waive formal, procedural or technical irregularities in order to determine the real matter in dispute, but shall not have the authority to waive the initial time limit as set out in Article 6.04. No grievance shall be defeated or denied by any formal, procedural or technical objection.
- 7.07 Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to reconvene to clarify the decision.

ARTICLE 8 - NO STRIKES/NO LOCKOUTS

- 8.01 The Parties agree not to undertake any strike or lockout so long as this Agreement continues to operate.
- 8.02 No Employee shall be requested or required to cross a picket line in the course of her/his employment or to perform the work of any striking Employee of any organization other than the Employer.
- 8.03 No Employee shall be disciplined for refusing to cross a picket line or to perform struck work.

ARTICLE 9 - PERFORMANCE FILES, DISCIPLINE, SUSPENSION, AND DISMISSAL

- 9.01 The Executive Director shall keep the performance file for each Employee. The performance file shall contain any complaints about the Employee and all documentation upon which the Employer would base any disciplinary action. Employees shall be notified whenever new documents are added to the performance file. Upon reasonable notice an Employee and/or her/his authorized representative shall be able to inspect the contents of the file, copy them, and add any relevant comments and/or material. No document may be released from the file physically or verbally, except for confidential use by the Employer, without the Employee's prior consent in writing upon each occasion of such release.
- 9.02 An Employee must be informed of any complaint or accusation, which may be detrimental to her/his advancement or reputation, when the complaint or accusation is made. It is understood that copies of written complaints or accusations shall be provided to the Employee. Failing compliance with these requirements, such expression(s) of dissatisfaction shall not become part of her/his performance file and shall not be used against her/him in any way.
- 9.02.1 Any complaints and/or accusations that have not led to disciplinary action shall be removed from the Employee's performance file after a two (2) year period provided that:
- (i) No further complaints and/or accusations have been placed in the Employee's file during that two year period
 - (ii) No other discipline of the Employee has occurred within the two (2) year period
 - (iii) Notwithstanding (i) and (ii) any complaint, or accusation investigated and found to be unjustified by the Employer shall immediately be removed from the performance file.
- 9.03 No anonymous material shall be contained in an Employee's file or used in any evaluation or other procedure under this Agreement.

9.04 GENERAL AND DEFINITIONS

9.04.1 An Employee may be disciplined only for just, reasonable, and sufficient cause (hereinafter referred to as "cause"). Such disciplinary measures shall be reasonable and commensurate with the seriousness of the violations, and consistent between Employees and with past practice.

9.04.2 The only disciplinary measures that may be taken are the following:

- i) a letter of warning
- ii) a letter of reprimand
- iii) suspension(s) with pay
- iv) suspension(s) without pay
- v) dismissal for cause

9.04.3 Letters of warning or reprimand must be clearly identified as being disciplinary measures and must be copied to the Union.

9.04.4 Suspension is the act of the Employer in relieving an Employee of all duties for cause without his or her consent.

9.04.5 Dismissal for cause means the termination of an appointment by the Employer without the consent of the Employee. It is understood by the parties that neither the expiry of a limited term appointment nor the lay-off of a regular or limited term Employee pursuant to Article 16 shall constitute unjust dismissal.

9.04.6 An Employee shall have the right to have a Union representative present at any discussion with the Employer which the Employee believes might lead to discipline.

9.05 PROCEDURES FOR DISCIPLINE AND DISMISSAL

9.05.1 Except as provided in 9.05.7, the Employer shall only dismiss an Employee after taking steps to correct a fault or behaviour of the Employee by lesser forms of discipline

beginning with a written warning. As a final step, the Employer shall notify the Employee in writing that failure to meet certain specific standards within a specific period of time shall lead to dismissal. A copy of the letter shall be sent to the Union.

9.05.2 The Executive Director shall initiate discipline procedures by notifying the Employee in writing to meet with him or her in the presence of the appropriate manager and a Union Steward. The Employee shall have the right to be represented by the Union at this meeting and the Executive Director shall inform the Employee of that right at the time that the Employee is notified of the meeting. Notice of the meeting shall be sent to the Employee, with a copy to the Union, within twenty (20) days of the date the Employer knew of the occurrence of the matter giving rise to the discipline. The meeting shall take place within five (5) days of the written notification. An attempt shall be made at the meeting to resolve the matter in a manner satisfactory to all concerned.

9.05.3

- a) If no satisfactory solution is reached at the meeting provided for in 9.05.2, the Executive Director shall take one of the following actions if the intention is to proceed with discipline:
 - i) further investigate the alleged incident and, following the investigation, which must be completed within at most 20 days from the date of the unsuccessful meeting, advise the Employee in writing, with a copy to the Union, of the disciplinary measure(s), or,
 - ii) advise the Employee in writing, with a copy to the Union, of the disciplinary measure(s).
- b) Notification of disciplinary measures must include full disclosure of the specific details of the alleged cause for the discipline including all names, places, and dates of the alleged incidents. This notice shall be sent by mail to the Employee, with a copy to the Union, within five (5) days of the meeting provided for in 9.05.2, or the completion of any investigation according to 9.0.5 a) i). Any disciplinary measure(s) which is not confirmed in writing in this manner shall not form part of an Employee's performance file.

- 9.05.4 The Employer shall not introduce at arbitration any notice of discipline of which the Employee was not aware or any material which is not properly part of the Employee's performance file. Any evidence introduced at an arbitration relating to discipline shall be confined to that which is relevant to the grounds of the notice of discipline referred to in Article 9.05.3 b.
- 9.05.5 An Employee who is suspended or dismissed shall be retained at, or returned to, active duties with full salary and benefits until any grievance contesting such disciplinary measure(s) has been finally resolved through the grievance and arbitration procedures set out in Articles 6, 7 and 9.05.8, or the time limits for filing such a grievance under Article 6 have expired.
- 9.05.6 Notwithstanding 9.05.5, if the Employer considers that the continued presence of the Employee constitutes a disruption serious enough to put in danger the effective operation of the organization, the Employer shall have the discretion to suspend the Employee from duty with full pay and benefits until such time as the Employer considers the Employee's return to duty to be suitable.
- 9.05.7 Notwithstanding 9.05.5 and 9.05.6, where the Employer believes on reasonable grounds that an Employee has committed an act of negligence or misconduct of sufficient gravity in and of itself to constitute cause for dismissal, the Employer may suspend the Employee with pay for a period of twenty (20) working days. The Employer shall conduct a diligent investigation pursuant to Article 9.05.3 a) i). If, on the basis of that investigation, the Employer reasonably concludes that there is clear and compelling evidence that the Employee has committed such an act, the Employer may discipline the Employee in accordance with the disciplinary measures in Article 9.04.2. Should a grievance be filed, this discipline shall be resolved through the arbitration procedure specified in Article 7 and in accordance with Article 9.05.8.
- 9.05.8 If an Employee grieves against discipline, and the grievance proceeds to arbitration, both Parties shall expedite the hearing of the matter so that a decision shall be rendered within at most four (4) months from the appointment of the arbitrator. The Parties agree that in order

to expedite the hearing the arbitrator chosen must agree to render the decision within a period of four (4) months from the time of his or her appointment.

9.06 CRIMINAL CHARGES AND CONVICTION

9.06.1 The Parties recognize that the action of an Employee may result in discipline or criminal action or both. Any disciplinary procedures which follow from the events that give rise to the charge or conviction shall be subject to all the protection of this Agreement.

9.06.2 In the event that an Employee is accused of an offence which requires a court appearance, he or she shall be granted leave of absence with full pay and benefits to which he or she would otherwise be entitled, for the actual time of the appearance. In the event that the accused Employee is jailed awaiting a court appearance, he or she shall receive leave with pay.

9.06.3 If an Employee is incarcerated following a conviction, and the Employer does not elect to discipline or dismiss, the Employee shall be granted leave of absence without pay for a maximum period of two (2) years. The Employee shall have the option of taking annual vacation leave to which he or she is entitled in lieu of all or part of the leave without pay.

9.06.4 As far as circumstances allow, where the Employer does not elect to discipline or dismiss, an Employee who has been charged and convicted but not incarcerated, shall continue to pursue his or her normal duties.

9.06.5 Unless an Employee has been dismissed for cause, the Employer shall support a rehabilitation program for an Employee who has been convicted but not incarcerated.

9.07 Any record of discipline shall not be used against an Employee at any time after eighteen (18) months following any disciplinary measure, provided that no subsequent disciplinary procedure has been commenced within that period.

9.08 In grievances or arbitrations of disciplinary action, the burden of proof of just cause lies upon the Employer. Such grievances may be initiated at Step 2 of the Grievance Procedure.

ARTICLE 10 - JOB DESCRIPTIONS AND CLASSIFICATIONS

10.01 Job descriptions shall be established for all positions. Each position shall be assigned within the job classifications set out in Article 10.03. In establishing job descriptions, the Employer shall consult with the Union and the Employee concerned.

10.02 It is understood that these job descriptions shall be reviewed and revised in consultation with the Union. A joint Union/Employer committee shall be appointed to update job descriptions for all members of the bargaining unit as required. The committee shall consist of an equal number of members representing both the Union and the Employer. Disputes regarding job descriptions are subject to the grievance procedure.

10.03 Job Classification Schedule:

- Administrative/Accounting Level 1
- Administrative/Accounting Level 2
- Administrative/Accounting Level 3
- Policy Level 1
- Policy Level 2
- Policy Level 3

ARTICLE 11 – ANNUAL REVIEWS

11.01 There will be an annual discussion between the Executive Director and each Employee to review his or her work during the previous year, to discuss goals and objectives for the coming year, and to provide the Employee with an opportunity to discuss his or her work assignments with the Executive Director.

ARTICLE 12 - EMPLOYEE STATUS

- 12.01 Employees shall fall into one of the following categories: Regular full-time, Regular part-time, Regular reduced-load, Limited Term full-time, Limited Term part-time.
- 12.02 A full-time Employee shall be defined as an Employee who normally works thirty-five (35) hours per week (except as provided in Article 19.03); a part-time Employee shall be defined as an Employee who normally works sixteen (16) or more hours per week, but less than thirty-five (35).
- 12.03 A Regular reduced-load Employee is one who has been hired as a Regular fulltime Employee and whose application to have his/her workload reduced has been approved by the Employer.

Any Regular full-time Employee may apply to the Employer for status as a Regular reduced-load Employee for a specified period of time.

- a) A reduced load must consist of a minimum of seventeen and a half hours (17½) a week.
- b) If such a reduction is granted, salary and the Employer's contribution to salary based fringe benefits will normally be reduced in proportion to the work-load reduction, but, Employees applying for such status may also apply for a continuation of the Employer's contribution to salary-based fringe benefits on a full-time basis, and the Employer may approve same, depending on the nature of the reduction and the Employer's judgment as to the degree to which it is in the best interests of OCUFA and the Employee.
- c) The granting of requests for reduced-load appointments must not lead to the contracting out of Bargaining Unit work except where the reduced load appointment is of a short-term duration not exceeding six (6) consecutive months [as provided in 12.07 (a)].

12.04 Employees shall be hired as either:

- a) A Regular Employee whose employment shall cease only upon retirement, resignation, position redundancy, termination of lay-off rights or discharge for cause, or
- b) A Limited Term Employee hired for a definite and limited duration to perform duties normally performed by members of the Bargaining Unit.

12.05 Any Limited Term Employee per 12.04 (b) shall, after twenty-four months (24) of cumulative employment in a continuous forty-eight (48) calendar month period, if she/he chooses, become a Regular Employee.

12.06 All benefits and entitlements under this agreement shall be pro-rated in the case of Limited Term Employees in proportion to the portion of a year for which an Employee is hired and/or the portion of a regular week that the Employee works.

12.07 The Union recognizes the right of the Employer to retain the services of “consultants” to perform Bargaining Unit work in the following circumstances:

- a) To assume the responsibilities of a full-time Employee on a short-term reduced appointment of not more than six (6) consecutive months [as provided in 12.03 (d)];
- b) Where there is a pressing need to complete the projects of a departed Employee;
- c) To accommodate additional workload created by a special request of the Board where the impact is to temporarily exceed the resources of the Bargaining Unit.

The Employer agrees, however, that in no event, shall the aggregate of salaries paid to consultants in any year exceed ten (10) percent of the aggregate salary paid to Regular Employees in the Union in the same year.

12.08 Except as provided for in 12.03 (d) and 12.07 the Employer agrees not to contract out Bargaining Unit work where the effect is a reduction in the amount of work available to be performed by members of the Bargaining Unit.

ARTICLE 13 - PROBATIONARY PERIOD

13.01 All newly hired Employees of Administrative/Accounting classification shall be on probation for a period of ninety (90) calendar days from the date of commencement of employment. All newly hired Employees of Policy classification shall be on probation for a period of one hundred and twenty (120) calendar days from the date of commencement of employment.

During the probationary period, Employees shall have all rights under this Agreement, except with respect to discharge. Probationary Employees may be discharged at any time during the probationary period, subject to the Employer acting reasonably, fairly, equitably, non-discriminatorily, and in good faith. Probationary Employees shall be given five (5) working days written notice of intention to discharge.

ARTICLE 14 - SENIORITY

14.01 Seniority shall be counted as the length of cumulative service within the Bargaining Unit either as a Regular Employee or as a Limited Term Contract Employee and shall be calculated as such.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 When a vacancy occurs or new positions are created, the Employer shall notify the Union in writing and post notices of the position on the Employer's premises for a minimum of five (5) working days in order that all members will know about the position and be able to make application thereto. The posting shall be sent to the home mailing address and home e-mail address of all Employees on leave under the terms of the agreement. Prior to the posting of any vacancy or new position, the Employer shall provide the Union with a copy of the posting to allow the Union five (5) working days for any input concerning the job posting. Every posting of a vacancy or a new position shall include a statement that OCUFA is committed to the principle of employment equity, is an equal opportunity employer and welcomes diversity in the workplace.

- 15.02 Such notice shall contain the following: the nature of the position, qualifications, required knowledge, education (or equivalent combination of education and experience) and skills, the salary range for the position and whether the position is Regular or Limited Term, Administrative/Accounting or Policy classification. The criteria established shall be reasonable and in good faith.
- 15.03 The parties acknowledge the importance of collegial input into the process of evaluating candidates for Bargaining Unit positions.
- a) When there is a posting under 15.01, current Employees are entitled to discuss with the Executive Director and/or the Staff Relations Committee the possibilities and prospects for a transfer to the posted position. Such discussion shall take place within five (5) working days of the posting.
 - b) Any member of the Bargaining Unit who applies for a transfer to the position posted under 15.01 shall be considered for the position by the Executive Director, regardless of whether that Employee meets the criteria stated in the posting.
 - c) If no internal candidate is successful, the position shall be advertised externally and may be filled by the Employer from outside the bargaining unit by the process as provided in Article 15.03 d).
 - d) When there is an external search, the Employer shall strike a committee to evaluate applications, to interview candidates, and to make recommendations. This committee shall include, but shall not be limited to, the Executive Director and the Union Steward or delegate.
- 15.04 An Employee transferred to a new position shall be given a trial period equivalent in length to the probation period provided in Article 13, during which time she/he will receive the necessary training for the position. Conditional on satisfactory service, the Employee shall be declared permanent after the trial period. In the event the transferred Employee proves unsatisfactory in the position during the trial period, or if the Employee is unable or unwilling to continue to perform the duties of the new job classification, she/he shall return to her/his former position, wage or salary rate, without loss of seniority. Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to her/his former position, wage or salary rate, without loss of seniority.

15.05 The Union shall be notified of all appointments, hirings, transfers and terminations of employment within five (5) working days of the notification to the Employee affected.

15.06 No new Employee shall be hired until those who have been laid off for less than three (3) years have been given opportunity of re-employment.

ARTICLE 16 - LAY-OFF

16.01 The Employer shall have the right to lay-off Employees. If a lay-off notice is given under 16.02 the Employer shall, at the same time, give full and complete reasons for the lay-off to the Union. The Parties shall meet as soon and as often as is practical to discuss possible ways to avoid a lay-off.

16.02 Any individual to be laid-off shall be notified at least six (6) months prior to the lay-off taking effect. Such notice shall specify the beginning and expected date of the lay-off and whether the lay-off is to be full or partial.

16.03 If there is to be a lay-off, the Employer shall lay-off Employees in the following order:

- a) Employees on Limited Term Contracts, to the extent that such Employees' positions are not funded by outside agencies (soft money);
- b) Regular Employees;
- c) Employees on Limited Term Contracts, to the extent that such Employees' positions are funded by outside agencies (soft money).

16.04 Further to 16.03 above, within each of 16.03 (a), 16.03 (b), and 16.03 (c), where there is to be a lay-off the Employer shall lay-off in reverse order of seniority provided that the remaining Employees are capable of performing the work.

- 16.05 Pursuant to 16.04 above, the Parties recognize that this gives Employees the right to "bump-up." In the event that, through the exercise of seniority rights during a lay-off, an Employee bumps down into a lower paid position, she/he shall not retain her/his former salary but shall be paid the salary of the lower paid position. If the Employee bumps up, she/he shall be entitled to the salary for the new position.
- 16.06 In the event of lay-off, no person not in the Bargaining Unit shall perform duties that are normally performed by members of the Bargaining Unit or could be performed by members of the Bargaining Unit, with the exception of managerial duties.
- 16.07 Employees shall be recalled in reverse order of lay-off. Employees shall have recall rights under this Agreement for three (3) calendar years from the date of the lay-off, after which they shall lose all rights under this Agreement.
- 16.08 Employees on lay-off shall provide the Employer with a current address and telephone number for use in notification.
- 16.09
- a) Notwithstanding the other provisions of this Article, where an Employee is laid-off because of the return to work of an Employee who has been off work on Workers' Compensation or who has been off work on sick leave and has exhausted benefits under Article 28, any individual to be laid-off shall receive at least one (1) month's notice.
 - b) In the circumstances set out in 16.09 (a), the Union shall receive equivalent notice.
 - c) In the circumstances set out in 16.09 (a), the Employer shall notify the Employee and the Union promptly upon becoming aware of the impending return to work of an Employee.
- 16.10 The above-noted provisions shall also apply in the case where a position is declared redundant.

ARTICLE 17 - SALARIES

17.01 For the purposes of salary, there are two main salary/job classifications, Administrative/Accounting and Policy, each with one or more levels. Each level has its own salary range, including minimum salary, maximum salary, and salary steps, as detailed in 17.04 below.

17.02 The following principles govern the salary system and its administration, with the agreed rounded values displayed in 17.04 below:

- a) Each level in both classifications consists of ten (10) steps above the minimum.
- b) Employees receive a step increment annually.
- c) An Employee transferring to a different job but within the same salary/job classification level continues to move through the steps from her/his current salary position.
- d) An Employee who is promoted to a higher rated classification within the Bargaining Unit will be placed upon the grid of the higher rated classification so that she/he shall receive no less an increase in salary than the equivalent of one step in the salary range of her/his present classification.
- e) Limited Term replacement Employees and new Regular Employees meeting the minimum criteria contained in the job posting are hired at the minimum of the salary range specified in the job posting. If the Limited Term Replacement or a new Regular Employee is credited with additional steps above the minimum because of additional qualifications or years of experience, the letter of offer must state the number of additional steps credited as well as the additional education and/or years and nature of experience for which the credit is given.

- f) Any Employee whose salary is above her/his classification salary range is red circled and receives no further salary increases until the maximum of the range is raised beyond the Employee's current salary.
- g) Any Employee temporarily assigned to perform a job at a higher classification level for a period exceeding six (6) consecutive weeks is remunerated at either the minimum of the new range or by adding five (5) per cent to her/his current salary, whichever is greater.

17.03 Employees shall be paid on the 25th day of every month or on the previous proximate working day.

17.04 **Salary Ranges**

(see attached table)

17.05 The new salary system in this Article shall be implemented effective January 1, 2007. Any step movement shall occur January 1, 2007 and annually thereafter.

17.06 The minimum and maximum 2006 salaries (and therefore the value of each step) shall increase by 3.5% effective January 1, 2007, and by 3.5% on January 1, 2008 and by 3.5% on January 1, 2009.

ARTICLE 18 - PRO-RATING

18.01 Part-time Employees shall have full rights under this Agreement. For purpose of clarity only, the following describes the application of Articles 13, 14, 17, 19, 21, 22, 26, and 27 to such Employees:

ARTICLE 13

A part-time Employee shall not undergo a probationary period of more than a total of ninety (90) calendar days, regardless of the number of days/hours worked per week;

ARTICLE 14

Part-time Employees shall accrue seniority on a pro-rated basis;

ARTICLE 17

Salaries shall apply to part-time Employees on a pro-rated basis;

ARTICLE 19

Administrative/Accounting Classification part-time Employees shall receive all rights to overtime pursuant to 19.01 except that their rights shall begin after their normal number of hours of work per week, rather than after thirty-five hours (35) of work per week.

Policy Classification part-time Employees shall receive all rights to overtime pursuant to 19.03.

ARTICLE 21

Part-time Employees shall receive all rights pursuant to Article 21 except that their pay for these holidays shall be on a pro-rated basis, in accordance with their normal number of hours of work per week.

ARTICLE 22

Part-time Employees shall receive all rights to vacation in accordance with Article 22 except that vacation pay shall be on a pro-rated basis in accordance with their normal number of hours of work per week.

ARTICLE 26

Part-time Employees shall have all rights under this Article except that pay shall be on the basis of their normal number of hours of work per week.

ARTICLE 27

Part-time and full-time shall be defined as in the Article itself, and entitlements shall be as specified in the Article.

ARTICLE 19 – OVERTIME and COMPENSATORY TIME

19.01

- (a) The Parties agree that the normal working week shall be thirty-five (35) hours a week, Monday to Friday inclusive, and that the regular working day shall consist of a seven (7) hour block of time normally between the hours of 8:00 a.m. and 5:00 p.m. The Executive director, upon application, may approve for an individual Employee an adjustment of the period in which the seven (7) hour block of time is worked during the working day.
- (b) Overtime shall be remunerated in time off.

19.02 Administrative/Accounting Classification Employees

Overtime worked by Administrative/Accounting Classification Employees shall be calculated as one and one-half (1 ½) hour off, for each hour of overtime requested by the Executive Director. It is agreed that all overtime hours shall be voluntary.

19.03 Policy Classification Employees

(a) Compensatory Time

Work which falls outside of hours during the working week as defined in 19.01 a) is the normal expectation of Policy Classification Employees and as such is not subject to additional compensation. It is understood that Employees will receive equal compensatory time for periods of high workload demand by taking appropriate time off when workload is less demanding. Employees shall provide the Employer with a monthly account of compensatory time claimed and the amount of the compensatory time that has been taken off. Compensatory time shall not exceed five days per year.

(b) Overtime

- i. All overtime shall be approved in advance by the Executive Director;
- ii. Overtime worked by attendance at evening meetings of outside agencies Monday to Friday, shall be calculated in periods of time off equivalent to time worked;
- iii. Overtime worked from Monday to Friday in response to specific extraordinary short-term projects assigned by the Executive Director shall be calculated in periods of time off equivalent to time worked.
- iv. Overtime worked on Saturdays at regularly scheduled OCUFA meetings and events shall be calculated in periods of time off equivalent to the time worked (which shall be calculated in half [1/2] days). Policy Classification Employees must obtain prior written approval from the Executive Director before engaging in work on Saturdays.
- v. Overtime worked on Saturdays other than that specified in 19.03 b, ii shall be calculated in periods of time off equivalent to one and one-half (1 ½) times time worked. Policy Classification Employees must obtain prior written approval from, the Executive Director before engaging in such work.
- vi. Overtime worked on Sundays shall be calculated in periods of time off equivalent to double the time worked. Policy Classification Employees must obtain prior written approval from the Executive Director before engaging in such work.

19.04 Compensatory time and overtime earned pursuant to 19.02 and 19.03 shall normally be taken in the fiscal year during which it is accumulated. The time off shall be taken in consultation with the Executive Director and shall be subject to the requirement that the effective operation of OCUFA be maintained.

19.05 Notwithstanding 19.04, compensatory and overtime accrued by Employees may be carried from one service year to the next, but not in excess of a cumulative total including vacation days of eighteen (18) days at the end of the calendar year. An excess of such time on December 31st of any year shall be forfeited.

ARTICLE 20 - HEALTH AND SAFETY

20.01 The Union and the Employer shall cooperate in promoting a healthy and safe occupational environment.

20.02 The Employer agrees to make all reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace, including a properly lighted, heated, ventilated and air conditioned working environment. The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations.

20.03 The OCUFA office will close:

- i) At the discretion of the Employer, in the case of severe winter storm conditions that make traveling to work difficult or unsafe; or
- ii) In the case of a breakdown in office air-conditioning, heating or ventilation which results in temperature conditions which fall below the lower limit of 18NC set by the Occupational Health and Safety Act or exceed 28NC for at least four (4) consecutive hours of the working day.

In the event the OCUFA office closes for any of the above reasons, there will be no loss of pay as a result.

20.04 The Employer's premises shall be designated a non-smoking area. Employees shall comply with this designation.

20.05 Any Employee shall have the right to refuse or stop any work considered unsafe or hazardous in accordance with the terms, procedures and conditions of the Ontario Occupational Health and Safety Act. There shall be no loss of salary or seniority provided that the Employee continues to perform the work under alternative, safe conditions.

20.06 An Employee who regularly operates a VDT shall be entitled to undergo eye examinations every twelve (12) months. The Employer will provide time off for such appointments and will reimburse such Employees for the examination fees not covered by the benefits plan.

ARTICLE 21 - HOLIDAYS

- 21.01 Employees shall be given the following paid holidays:
Christmas Eve-Day, Christmas Day, the week between Christmas and New Year's Day, New Year's Day, Heritage Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day and any other days which are declared and proclaimed as statutory holidays by the Federal Government or the Ontario Government.
- 21.02 In the event that any of the above designated days falls on a Saturday or Sunday, the following working day(s) shall be considered holiday(s), unless the Parties agree otherwise.
- 21.03 If a holiday falls within the vacation period of an Employee, she/he shall receive an extra day of vacation in lieu of such holiday.
- 21.04 In addition to the above-designated holidays, Employees shall also be entitled to the following:

Two (2) floating paid holidays per year, earned at the rate of one (1) for each one half (½) of the Employee's year of employment, to be taken at a time chosen by the Employee and agreed upon at least three (3) days prior to the day by the Employer.
- 21.05 An Employee may use the floating holidays provided in 21.04 for religious observance on designated religious holidays. In such cases, the Employee shall notify the Executive Director which religious holiday(s) shall be so designated.
- 21.06 During the months of July and August, Employees may take Friday afternoons off, provided that each Employee has completed a thirty-five (35) hour workweek as of noon Friday during each week of the said two (2) months.

ARTICLE 22 - VACATIONS

- 22.01 Limited Term Employees, and Regular Employees in their first year of service, shall be entitled to annual vacation with pay of three (3) weeks. Regular Employees with more than one (1) year of service shall be entitled to five (5) weeks annual vacation with pay.
- 22.02 Normally all vacation days shall be taken within the service year in which they are earned. Subject to 22.04 a portion of vacation days may be carried from one (1) service year to the next, but not in excess of a cumulative total including overtime days of eighteen (18) days at the end of the calendar year. An excess of vacation days on December 31st of any year shall be forfeited.
- 22.03 At the time of any form of termination or resignation, an Employee in her/his first year of service shall receive vacation pay of six (6) per cent of her/his wages received to date. All other Employees shall receive vacation pay of nine point six (9.6) per cent of her/his wages received to date in her/his current year of service.

Such vacation pay shall be reduced by the amount of any wages paid to an Employee while she/he takes her/his current year's vacation entitlement.

- 22.04 An Employee shall be entitled to her/his entitlement to vacation per 22.01 in one unbroken period unless otherwise mutually agreed to.
- 22.05 The times of vacation per 22.04 shall be determined according to the following:

By March 1 all Employees shall inform the Employer of their preferred vacation times. The Employer shall not unreasonably deny such times. Any scheduling conflicts shall be resolved in favour of: first, the Employees with school age children, in order of the Employee with the most seniority; and, second, among all other Employees in favour of the Employee with the most seniority.

22.06 An Employee shall receive her/his vacation pay in the pay cheque preceding the beginning day of her/his vacation.

22.07

- (a) An Employee absent on vacation who has a serious accident or a major illness will have her/his vacation rescheduled at a mutually agreeable time. If requested, the Employee shall submit a medical certificate in respect of such accident or illness.
- (b) An Employee absent on vacation who becomes ill due to sickness or accident shall, upon submission of a medical certificate in respect of such accident or illness, be allowed to take said vacation time as sick leave. In such an event, on obtaining prior written authorization from the Employer, the Employee shall be entitled to an extension of vacation by the appropriate number of days, or alternatively, the vacation shall be rescheduled at another mutually agreeable time.
- (c) An Employee requesting an extension or rescheduling of vacation under this article, shall provide notice to the Employer as soon as practicable, and in any event by no later than 2 weeks from the onset of the illness or injury, unless the illness or injury is so severe as to prevent the Employee from making such a request.

ARTICLE 23 - GENERAL CONDITION APPLYING TO ARTICLES 24 & 25

23.01 It is understood that unless otherwise specified all authorized leaves are without loss of seniority, benefits and pay.

ARTICLE 24 - TIME RELEASE FOR PURPOSES OF PARTICIPATION IN COURSES OF STUDY, CONFERENCES, CONVENTIONS, SEMINARS AND WORKSHOPS

24.01 The Parties agree that an Employee's ability to perform her/his duties may be enhanced by participation in courses of study, conferences, conventions, seminars and workshops. The Employer therefore agrees to consider requests for time release during working hours to this purpose. Time release pursuant to this Article shall be for a course of study, conference, convention, seminar, workshop, or similar professional or educational event directly related to OCUFA and to the Employee's position and responsibilities at OCUFA.

24.02 Employees seeking time release as provided in 24.01 shall make written application at least two (2) weeks in advance of the commencement of the time release. The Employer shall respond in writing to the request. If approval to participate is withheld, reasons will be given when the response is provided.

24.03 Leaves granted pursuant to this Article shall not exceed fifteen (15) working day equivalents per twelve (12) month period.

Where the Employer requests and/or requires an Employee to attend/participate in any course of study, conference, convention, seminar or workshop as provided in 24.02, time release pursuant to this Article is not required and the Employee's so doing shall be considered part of the Employee's duties and the Employer shall, in addition to maintenance of pay and benefits, pay all related expenses, including but not limited to tuition, registration and books/materials, and travel, accommodation and meal allowance within the rates established by the OCUFA Board.

- a) Where the Employer requires an Employee to attend a course of study, conference, convention, seminar or workshop, and subsequently requires the Employee to work outside the normal working day during the period of the time release, the Employee shall be compensated in time off at the applicable overtime rate.
- b) Copies of all written materials from a course of study, conference, convention, seminar or workshop attended by an Employee at the Employer's request as provided under 24.04 (a) shall be made available to the Employer for its use.

24.05

- a) Where an Employee requests time release to attend a course of study, conference, convention, seminar or workshop during working hours, the Executive Director, at his/her discretion, may determine that the requested time release is of benefit to OCUFA. In such case the provisions under 24.04 (a), 24.04 (b) and 24.04 (c) shall apply.

b) In all other cases, where time release to attend a course of study, conference, convention, seminar or workshop during working hours has been granted at the Employee's request, the Employee shall be required to replace the hours of release time before overtime becomes applicable and the Employee shall bear all related expenses.

24.06

- a) The Employer agrees to send two (2) Employees, as designated by the Union, to participate in the annual meeting of COFAS and to pay the costs of registration, travel, accommodation and meal allowance within the rates established by the OCUFA Board.
- b) The Employer agrees to pay the COFAS membership fees for all Employees.

24.07 The provisions of this Article are subject to the availability of funds as determined by the Employer.

ARTICLE 25 - STUDY AND/OR SECONDMENT LEAVE

The Parties agree that the Employer and Employees may derive benefit from an Employee's period of study and/or service with another organization (Secondment).

25.01

- (a) Such a course of study may be longer than that specified in 24.03 but shall be for a period of no longer than six (6) months. Such work shall be considered part of the Employee's duties and the Employer shall maintain pay and benefits.
- (d) Secondment leave provides for experience through service with another organization, which the Employee can subsequently bring to the benefit of OCUFA through presentation of workshops, seminars, conferences or educational outreach activities but shall be for a period of no longer than six (6) months. Such service shall be considered part of the Employee's duties and the Employer shall maintain pay and benefits.

Secondment leave is not for the purpose of augmenting income during the leave period. In the event that an Employee engages in a Secondment leave with another organization, and receives compensation from the organization, the Employer shall pay only the difference between its obligations under this Article and the compensation received from the other organization.

25.02

- (a) The Employer may request and/or require an Employee to undertake a Study and/or Secondment Leave.
- (b) Where the Employee desires to apply for such leave, she/he shall apply by submitting to the Executive Director a carefully prepared leave proposal detailing the benefits of the leave to both the Employee and OCUFA at least six (6) months in advance of the Leave. Leave projects shall be related to the applicant's responsibilities at OCUFA.

25.03 Where the Employee applies for a Leave under 25.02 (b) the leave application shall be reviewed by the Executive Director in consultation with the Staff Relations Committee. In addition to the requirements outlined in 25.01, 25.02, the other criteria that may be considered in assessing the Employee's application shall include the activities carried out by the Employee during her/his previous leave, and the benefit to OCUFA. The Executive Director's response, indicating approval, denial or deferral, shall be given to the applicant in writing within fifteen (15) working days of receipt of the proposal. Where an application is denied, the Employee shall not submit a further proposal for a period of six (6) months.

25.04 Only one (1) Employee in the Bargaining Unit shall be allowed to commence a Study and/or Secondment Leave in a fiscal year. Preference shall be given to a leave requested and/or required by the Employer. If the Employer has not requested such leave and where more than one Employee has submitted an application under 25.02 (b), the preference in approving and scheduling Study and/or Secondment Leave shall be on the basis of the greater number of years of service elapsed since an Employee's last Study and/or Secondment Leave. Where no time differential exists, order shall be based on seniority in the Bargaining Unit. An Employee may defer an approved Study and/or Secondment Leave on reasonable grounds, which shall include but not be limited to serious medical reason, serious illness or bereavement in the family or the ability to conclude intended arrangements to work for another organization, as per 25.01 (b).

- 25.05 In addition to the leave time available pursuant to this Article, banked overtime and/or vacation, subject to the limitations provided in articles 19.05 and 22.02, may be added to the Study and/or Secondment Leave.
- 25.06 After three (3) months of Study and/or Secondment Leave, the Employee shall submit a progress report to the Executive Director outlining the work accomplished to that date.
- 25.07 On completion of the Study and/or Secondment Leave, the returning Employee shall submit a substantial written report concerning her/his activities while on leave. A copy of the report shall form part of the Employee's personnel file.
- 25.08 After an Employee has completed an Employee proposed Study and/or Secondment Leave as outlined in Article 25, she or he shall return to a full-time or reduced-load assignment with OCUFA for a period of one (1) year. If the Employee does not complete the agreed upon term, the Employee shall repay to OCUFA the same proportion of the salary paid during the leave as the remaining time to be served bears to the total service required. The Executive Director may consider an exception for compassionate reasons.

ARTICLE 26 - OTHER LEAVES

- 26.01 Special or compassionate leave shall be granted by the Employer of up to a maximum of twelve (12) working days per year in cases of bereavement, serious family illness, or domestic emergency, provided that an affected Employee shall notify the Employer, in advance if possible. Reasonable requests for additional days of paid leave shall not be denied. Relationships of the affected Employee covered by this provision shall be: parent, wife, husband, common law spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, former guardian, ward, fiancé, or any other person who has been residing in the same household, or any other relative or close friend. A relative shall include a person related by marriage, adoption, or common law.
- 26.02 Employees entitled to "Family Medical Leave" (i.e. in relation to critically ill family members) under the terms of the Employment Standards Act and who apply and are approved for EI benefits

are eligible for supplementary employment benefit (subject to statutorily required withholding) as follows: an Employee shall receive 95% of his/her gross salary for two weeks, and for a period up to a maximum of 6 additional weeks, the Employee shall receive an amount equal to the difference between 95% of the Employee's gross salary and the gross amount of Employment Insurance benefits received.

26.03 One (1) day's leave shall be granted to attend a funeral as a pallbearer or mourner. Where the family of deceased Employee requests pallbearers from the Bargaining Unit, the Employer shall grant the necessary leave for up to six (6) pallbearers.

26.04 The Employer shall grant leave to Employees for the period of time she/he is required:

- a) to be available for jury selection;
- b) to serve on a jury; or
- c) by subpoena or summons to attend as witness in any proceeding held:
 - 1. in or under the authority of a court of justice or before a grand jury;
 - 2. before a court, judge, justice magistrate or coroner;
 - 3. before a Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of her/his position;
 - 4. before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses or participants before it; or
 - 5. before an arbitrator or umpire or person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

26.05 Leave shall be granted for compulsory quarantine up to twenty-one (21) days.

26.06 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.

26.06 The Union shall be allocated, to assign at its own discretion, twenty (20) full working equivalent days for Bargaining Unit business. It is understood that subpoenaed witnesses in arbitration hearings shall be granted leave under 26.03(5) and shall not be charged against the provisions of this clause. Collective Agreement negotiations and meetings, at which the Steward represents the Bargaining Unit, shall be included as Bargaining Unit business.

26.07 Excluding leaves provided elsewhere under this article, the Employer shall not unreasonably deny a request for a leave of absence without pay on the provision that:

- (i) a) The Employee requesting such a leave shall give to the Executive Director at least two (2) months written notice; and
- b) That the leave requested is not directly detrimental to the ability of OCUFA to offer the services provided by the Employee.
- (ii) If a leave is granted, Employees may continue to participate in the employee benefit plan, but shall be responsible for all costs of such benefits.

ARTICLE 27 - PREGNANCY AND PARENTAL LEAVE

27.01 Eligibility

Entitlement to leave under this Article shall be as follows:

- (a) a pregnant Employee is entitled to leave unless her due date falls fewer than 13 weeks after she commenced employment
 - (b) An Employee who has been employed for at least 13 weeks is entitled to parental leave.
- All leaves under this Article shall be subject to Article 23.

27.02 Pregnancy Leave

- (1) An Employee who is pregnant shall be entitled to leave according to the terms of this Article.
- (2) The Employee who is pregnant shall give the Employer at least two weeks written notice of the date the pregnancy leave is to begin.
- (3) The notice period under 27.02 (2) shall not apply if the Employee stops working because of complications caused by her pregnancy or because of a birth, stillbirth or miscarriage. In the event of a miscarriage or stillbirth the Employee shall be entitled to compassionate leave under article 26.01.
- (4) A pregnant Employee shall be entitled to 17 weeks pregnancy leave. In the case where a child is hospitalised, an Employee may postpone her pregnancy leave by the number of weeks the child is hospitalized but it must be taken within the fifty-two weeks from the date of the birth of the child.
- (5) In respect of the period of pregnancy leave, payments shall consist of the following:
 - a. For the first two (2) weeks payments equivalent to ninety-five (95) per cent of her regular weekly wage;

- b. For up to fifteen (15) additional weeks, payments equivalent to the difference between Employment Insurance benefits she is eligible to receive plus any other earnings, and ninety-five (95) per cent of her weekly wage;
- c. Payment pursuant to a) and b) above is contingent upon the Employee's eligibility for and application for pregnancy benefits under the Employment Insurance Act and Regulations. Payments become payable after she has applied for E. I. Benefits. Employees disentitled or disqualified from receiving E. I. Benefits are not eligible for payments under this Article. Employees do not have a right to Supplementary Unemployment Benefits Plan payments except for supplementation of E. I. Benefits as specified in the plan.

27.03 Parental Leave

On the occasion of the birth of a child, an Employee who has completed a pregnancy leave and who has opted to take parental leave shall be entitled to parental leave of up to 45 weeks. For a period of up to 19 additional weeks, the Employee taking parental leave following pregnancy leave shall be entitled to receive top-up payments equivalent to the difference between 95% of her weekly wage and the sum of her Employment Insurance Benefits plus any other earnings from employment or self-employment.

27.04 Parental Leave on the Occasion of the Adoption of a Child

- 1. An Employee who is the parent of a child is entitled to a leave of absence of up to 62 weeks following the coming of the child into the Employee's custody, care and control for the first time.
- 2. In respect of the period of leave under 27.04, 1., payments shall consist of the following:
 - a. For the first two (2) weeks payments equivalent to ninety-five (95%) per cent of his or her regular weekly wage;
 - b. For a period of up to 35 additional weeks, the Employee taking parental adoptive leave shall be entitled to receive top-up payments equivalent to the difference between 95% of his or her weekly wage and the sum of his or

her Employment Insurance Benefits plus any other earnings from employment or self-employment.

- c. Payment pursuant to (a.) and (b.) above is contingent upon the Employee's eligibility for (as determined by the Employment Insurance (i)Commission) and application for parental (ii)benefits under the Employment Insurance Act and Regulations. Payments become payable after the Employee has been approved by the Employment Insurance Commission for E. I. Benefits.

27.05

- (a) A male Employee who wishes to take parental leave shall provide at least 2 weeks written notice before the day leave is to begin.
- (b) A male Employee wishing to take parental leave shall be entitled to: three (3) weeks paid leave from the day leave begins; a further 6 months unpaid leave; However, a male Employee's electing to share his spouse's parental leave in accordance with the provisions of the Employment Insurance Act, shall be eligible for the "wage top-up" as described in 27.04 2)b).

27.06 After an Employee has exercised her/his right to pregnancy/parental leave as outlined above, (i) she/he shall return to a full-time or reduced-load assignment with OCUFA (ii) for a period equal to the length of time for which the Employer provided payment for pregnancy/parental leave as provided in Article 27.02, Article 27.03, Article 27.04, Article 27.05. If the Employee does not complete the agreed upon term, the Employee shall repay to OCUFA the same proportion of the salary paid during the leave as the remaining time to be served bears to the total service required. The Executive Director may consider an exception for compassionate reasons.

27.07 Child Earlier than Expected/Complications

- (a) If an Employee stops working because a child comes into the Employee's custody, care and control for the first time earlier than expected, the Employee's parental leave begins on the day he or she stops working; and the Employee must give the Employer written notice that he or she is taking parental leave within two weeks after stopping

work.

- (b) If an Employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, the Employee shall, within two weeks after stopping work, give written notice of the day the pregnancy leave began or is to begin.

ARTICLE 28 - SICK LEAVE AND BENEFIT PROVISIONS

28.01 All Employees in the Bargaining Unit shall be entitled to the following benefits. For the purpose of this Article all Employees working on average twenty hours (20) per week or more shall be considered full-time. For Employees working between sixteen hours (16) per week on average and twenty (20) hours per week, the following shall apply on a pro-rated basis.

- a) Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease or under examination or treatment by a physician, chiropractor or dentist, or because of an accident for which Workers' Compensation is not payable under the Workers' Compensation Act.
- b) Sick leave shall be earned at the rate of one and one-half days (1½) for every month of service.
- c) The unused portion of an Employee's sick leave shall accrue for her/his future benefit.
- d) Where no one other than the Employee can provide for the needs during illness of an immediate member of her/his family (as defined in Article 26), an Employee shall be entitled, after notifying the Employer, to use a maximum of five (5) accumulated sick leave days per illness for this purpose.
- e) A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than half a day (½) shall not be deducted. Absence for half a day (½) or more, and less than a full day, shall be deducted as one half (½) day.
- f) An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of four (4) consecutive working days, certifying that she/he was unable to carry out her/his duties due to illness.

- g) When an Employee is given leave of absence for any reason, she/he shall receive sick leave credits for the period of such absence on her/his return to work. When an Employee is laid off, she/he shall not receive sick leave credits for the period of such lay-off but shall retain her/his cumulative credit existing at the time of lay-off.
- h) An Employee with more than one (1) year of service who has exhausted her/his sick leave credits shall be allowed an extension of her/his sick leave to a maximum of fifteen (15) working days. Upon return to work, the Employee shall repay the extension of sick leave in full at a rate of one-half (½) of the monthly accumulation.
- i) The Employer shall provide one-quarter (¼) day sick leave per Employee (regardless of full-time/part-time status) calculated from each Employee's day of appointment, per month which shall be credited to the Union Sick Leave Bank Committee. By withdrawal from the Sick Leave Bank, the Committee shall grant sick leave with pay to an Employee who, for example, through prolonged illness, has exhausted her/his own sick leave credits. The decision of the Union Sick Leave Bank Committee is not subject to the grievance and arbitration process.
- j) Immediately after the close of each calendar year the Employer shall advise each Employee in writing of the amount of sick leave accrued to her/his credit and the Employer shall advise the Union of the number of days credited to the Union Sick Leave Bank Committee.

28.02 In addition, the Employer agrees to provide and pay for in full the benefits package provided by the CAUT Group Insurance Plan or the equivalent benefits provided by another plan.

28.03

- a) An Employee shall go on short-term disability on the first day that he/she becomes eligible for coverage provided the Plan continues to allow Employees to “top-up” short-term disability benefit payments to one-hundred percent (100%) of salary.
- b) Earned sick leave credits, including credits granted by the Union Sick Leave Bank Committee, shall be used to “top-up” short-term disability benefits to one-hundred

percent (100%) of regular salary. One day's sick leave credit shall be deducted from an Employee's sick leave bank, or the Union sick leave bank, for each normal working day spent on sick leave or short-term disability.

- c) The Employee shall suffer no interruption in salary or loss of salary as a result of this clause. Salary payments made to an Employee to prevent any interruption or loss of salary during short-term disability leave shall be recovered from any subsequent Insurance Benefits paid to the Employee.
- d) An Employee shall go on long term disability (LTD) on the first day that she/he completes the elimination period under the long-term disability (LTD) coverage provided by the Employer.

28.04 No Employee shall have her/his services terminated by virtue of exhausting any benefit under this Article.

28.05 The Employer agrees to continue an Employer-sponsored registered retirement savings plan (pension plan) on behalf of each Employee. The Employer shall contribute monthly an amount equal to ten (10) per cent of the Employee's salary to the Employee's pension plan.

28.06 Each Bargaining Unit Employee shall be provided annually with a status report concerning the pension investments portfolio.

28.07 All Employees shall be covered by the Workers' Compensation Act. Under this Act, the Employer agrees to participate as a Schedule I Employer. No Employee shall have her/his employment terminated as a result of absence from work with a compensable accident.

An Employee prevented from performing her/his regular work with the Employer on account of an occupational accident that is covered by the Workers' Compensation Board shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and the rate of pay of her/his classification. If for any reason the Employee's classification is eliminated the difference paid shall be in comparison to an equal classification. Pending a settlement of the insurable claim, the

Employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments.

In order to continue receiving her/his regular salary, the Employee shall assign her/his Workers' Compensation Board cheque to the Employer. In return, the Employer shall indicate the amount received from the Workers' Compensation Board as a deduction from gross income on the Employee's Income Tax (T-4) form.

28.08 All provisions of this Article shall apply during vacations.

28.09 An Employee who terminates employment after the (10) years of service and has reached the age of fifty-five (55) is entitled to receive an annual retirement allowance for the purchase of health benefits of \$1,500 in each of the first three (3) years after retirement.

ARTICLE 29 - TRAVEL ALLOWANCE

29.01 The Employer agrees to pay costs, consistent with existing practices, of an Employee while travelling on the Employer's business. Such costs shall include accommodation, meals, transportation and hospitality.

29.02 The Employer shall not require an Employee to own an automobile as a condition of employment. However, the Employee may elect to use her/his automobile on the Employer's business.

29.03 Where the Employee elects to use her/his own automobile for the Employer's business prevailing allowances paid under Board determined general expenses policy will be paid.

29.04 When an Employee is called in to work between 7 p.m. and 7 a.m. or if Employer requested overtime or work ends during this time, taxi service to and from the home of the Employee shall be paid by the Employer, if requested by the Employee.

29.05 Employees will be permitted to use such parking facilities as are available adjacent to the Employer's existing premises free of charge.

ARTICLE 30 - MOVING EXPENSES

30.01 The Employer agrees to pay all reasonable moving expenses, if the Employee is required to relocate in order to carry out the Employer's business.

ARTICLE 31 - TRAINING

31.01 Where, as a result of changes in the requirements of a particular position, an Employee's ability to perform in that position has become insufficient, such Employees shall, at the expense of the Employer, be given a period of time not to exceed one (1) year, during which he/she may learn the new skills which have become necessitated by the changes in the requirements of the particular position. There shall be no reduction in wage or salary rates during the training period of such Employees and no reduction in pay as a result of changes in the requirements of the position.

31.02 The training provided for in this Article shall be given during the hours of work whenever possible. Any time devoted to such training shall be considered as time worked.

31.03 The right to a training period described in Article 31.01 shall include situations where, as a result of a lay-off or re-organization, an Employee is assigned new duties, and is unable to perform the new duties in a competent manner.

31.04 Nothing in this Article 31 shall apply to an Employee whose inability to perform according to a position's requirements is due to the Employee's invocation of the provisions described under Article 16.

ARTICLE 32 - INFORMATION

- 32.01 The Parties recognize the value of having a common basis of understanding with which to discuss problems that may arise. In light of this recognition, the Parties agree to advise each other of problems they perceive or anticipate, and agree to exchange, upon request, in reasonable time, all information in their possession relevant to a perceived or potential problem.
- 32.02 Notwithstanding 32.01, neither Party is required to provide information of a normally privileged nature. This includes but is not restricted to lawyer/client relations or information related to preparations for collective bargaining
- 32.03 The Employer shall provide the Union with the following information:
- a) no later than January 15th of each year a list containing the name, date of appointment, category of employment, level within the category, and grid step of each Employee;
 - b) the name, date of appointment, category of employment, level within the category, and grid step of each new Employee, each newly promoted Employee and each newly transferred Employee within two (2) weeks following the appointment, as well as copies of the letters of offer, promotion or transfer provided to the Employee;
 - c) the name of the Employee, type of leave granted and duration of leave granted for all leaves authorized under articles 24, 25, 26 or 27 of the Collective Agreement within two (2) weeks of the authorization of the leave;
 - d) copies of all letters of offer made to Limited Term Employees under article 12.05 within two (2) weeks of the acceptance of the offer;
 - e) for each "consultant" hired, the information provided for under Article 12.07 (d), as well as a copy of the contract;
 - f) no later than January 15th of each year the aggregate salary paid to Regular Employees in the Union, and the aggregate salaries of all "consultants" hired under the provisions of article 12.07 in the previous calendar year;
 - g) copies of the letters provided to each Employee in January outlining the Employees' vacation/overtime/compensatory time bank, and sick bank;

- h) any other information as may be set out elsewhere in this agreement that is required to be given.

ARTICLE 33 - COPIES OF THE AGREEMENT

33.01 The Union and the Employer desire each Employee to be familiar with the provisions of this Agreement, her/his rights and duties under it. For this reason, the Employer shall provide each Employee, CUPE 1281, and CUPE with a copy of this Agreement within sixty (60) days of ratification.

ARTICLE 34 - LABOUR/MANAGEMENT BARGAINING RELATIONS

34.01 Members of the Bargaining Unit shall have the right at any time to have assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s) or advisor(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance or in any other matter relating to the Union's business.

34.02 Any representative of the Union or bargaining committee who is in the employ of the Employer shall have the right to attend meetings with the Employer held within working hours without loss of salary, seniority or any other benefit.

34.03 In order that the Union can properly represent Employees in labour management relations, the Employer agrees that members of the Bargaining Unit may use the Employer's business equipment (including but not limited to typewriters, word processors, computers, etc.), outside of normal business hours, and so long as such use does not unduly interfere in the Employer's business.

ARTICLE 35 - JOINT UNION/EMPLOYER COMMITTEE

35.01 On the request of either Party, the Parties shall meet at least once every four (4) months until this agreement is terminated for the purpose of discussing issues related to the workplace that affect the Parties or any Employee bound by this agreement.

35.02 Issues relating to workload shall be referred to the Joint Union Employer Committee.

ARTICLE 36 - LEGAL LIABILITY

The Employer shall indemnify and save harmless each Employee against damages and legal costs related to any action or claim against the Employee arising out of his or her employment activities or responsibilities, or any activities or responsibilities incidental thereto, save and except in the case of dishonest, fraudulent, criminal or malicious acts, gross negligence or wilful misconduct. Timely notice will be given the Employer of any action or claim or potential or threatened action or claim of which the Employee has, or might reasonably be expected to have, knowledge. Legal counsel will be provided by the Employer.

ARTICLE 37 - TERM OF AGREEMENT

37.01 This Agreement shall be binding and remain in effect from January 1st, 2007 to December 31st, 2009 and shall continue from year to year thereafter unless either party gives the other notice in writing within the period of one hundred and twenty (120) days before the Agreement ceases to operate that it desires to enter into negotiations to amend this Agreement.

Within twenty (20) working days of the receipt of the notice as above the Parties shall enter into negotiations for a new Agreement unless mutually agreed otherwise by the Parties.

37.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at

any time during the existence of this Agreement.

37.03 Where notice to amend this Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or the Union goes on strike, whichever occurs first. If negotiations extend beyond the termination of this Agreement, any revision in terms mutually agreed upon shall apply retroactively to that date, unless otherwise specified.

37.04 An Employee who has severed her/his employment between the effective date of this Agreement and the signing date of this Agreement shall receive full retroactivity of any increase in wages.

37.05 All provisions of this Agreement shall apply retroactively unless otherwise specified.

MEMORANDUM OF UNDERSTANDING REGARDING ARTICLE 17

The Parties agree that the following process shall be set in place when an Employee perceives that he/she has an anomalous salary. In the first instance, the Employee shall provide reasons for review by the Executive Director and the Union Steward, or representative. If the Parties disagree on the case, then the matter shall be referred to a Salary Anomalies Committee consisting of the Chair of the Staff Relations Committee and the two members of the Staff Relations Committee elected by the OCUFA Board. If the matter is not resolved at this committee, the Employee may refer the matter to grievance.

Signed on behalf of CUPE Local 1281

Signed on behalf of OCUFA

Date

Date