

**COLLECTIVE AGREEMENT  
BETWEEN**

**THE UNION SOLIDARIA, AND ITS UNIT #1:  
EMPLOYEES OF CUPE 2626  
(« the Union »)**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE),  
LOCAL 2626  
(« the Employer »)**

**September 1, 2017 to August 31, 2020**

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## **ARTICLE 1 – PREAMBLE**

**1.1** Each of the parties to this agreement seek to:

- a)** maintain and improve harmonious relations and work conditions between the Employer and Union;
- b)** recognize the utility of each of the parties to bilateral negotiations relating to work conditions, employment, years of service, etc.;
- c)** assure the harmonious functioning of CUPE 2626 and provide an excellent service to members;
- d)** promote good morale, well-being and security of all employees in the Bargaining unit (cf. art. 4.1);
- e)** promptly and peacefully regulate conflicts that may arise in the workplace between employees in the Bargaining unit and the Employer; and
- f)** promote mutual respect between the parties.

**1.2** In this document, the use of the masculine includes the feminine, and vice versa.

**1.3** In these presents, the use of the singular includes the plural, and vice versa, when the context requires it.

**1.4** Any Letter or Memorandum of Agreement will be included in the current Collective Agreement as its own Appendix.

## **ARTICLE 2 – DEFINITIONS**

### **2.1 Definition of Employees**

- a) A *full-time employee* is an employee whose regular work schedule is thirty-five (35) hours or more per week.
- b) A *part-time employee* is an employee whose regular work schedule is less than thirty-five hours (35) of work per week.
- c) A *permanent position* is a position created for an indefinite period.
- d) A *temporary employee* is an employee hired for a fixed period in order to replace an employee or to effect a specific, non-repetitive task or series of tasks.

### **2.2 Regular Workplace**

The regular workplace shall be the offices of CUPE 2626. Other places may be considered as the workplace, such as on the University of Ottawa campus and off-campus, notably locations for union-business-related meetings, and any location so designated by the Employer.

### **2.3 Probation Period**

Beginning from the date of hiring of a new employee, this period lasts four (4) months and is designed to permit the Employer to evaluate whether the employee may accomplish their functions in a satisfactory way. An employee on probation benefits from all the rights granted them by law and by this collective agreement, except articles 25.1 and 25.3. During the probation period, the steps of progressive discipline are followed, with the exception of article 13.5.

### **2.4 Work Year**

A work year runs from the first (1) of September and ends the thirty-first (31) of August in the civil year following.

### **2.5 Year of Service**

A year of service begins from the hiring date of an employee and is renewed each civil year from that date.



### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.1** The Employer holds, in accordance with its statutory rights and obligations, the right to administer and direct its activities. It is understood that the Employer, in the exercise of these powers, respects the stipulations of the present collective agreement.
- 3.2** In the exercise of its rights and in its relations with its employees, the Employer shall act in a reasonable manner, without discrimination and in good faith.
- 3.3** No disposition of this agreement limits the right of the Employer to amend its regulations and/or its constitution. Any impact or consequence of any modifications on the Bargaining unit will be negotiated in good faith with the Union.
- 3.4** The Employer reserves the right to establish the tasks of its employees.

## **ARTICLE 4 – UNION SECURITY**

### **4.1 Bargaining Unit**

According to the Ontario Labour Board's decision made August 18, 2015, members of the Union's bargaining unit are:

*All the employees of CUPE 2626 in the City of Ottawa, with the exception of its elected officers, administrators and persons above the rank of administrator, or remunerated volunteers.*

### **4.2 Union Membership**

All employees covered by the present collective agreement must become members of the Union as a condition of their employment. At the moment of hiring, all new employees receive a copy of the Collective Agreement.

With each hiring, the Employer allows a current union member sixty (60) minutes of paid leave to familiarize new members.

It is the responsibility of the Union to familiarize their members with the processes and functioning of the Union.

### **4.3 Union Business**

Any employee may absent themselves from work in order to participate in Union business provided that they advise the Employer forty-eight (48) hours in advance. Furthermore: up to three percent (3%) of pooled working hours per month may be allocated to Union business other than the Union's General Assemblies. Up to one (1) hour per month per employee may be allocated to the Union's General Assemblies.

During periods of renegotiation of this collective agreement, it is understood that employees collectively can use up to twelve (12) hours per week to perform the tasks necessary for negotiation. These hours may be increased at the discretion of the Employer.

### **4.4 No Other Agreement**

No employee of the bargaining unit may authorize or validate or agree to an agreement with the Employer or its representatives any other verbal or written agreement that may enter into conflict with the present agreement without the written consent of the Employer, the employee, and the Union.

#### **4.5 Right to a Union Representative**

An employee has the right to be accompanied by a Union representative during all discussions with the Employer that concerns them.

#### **4.6 No Strike / No Lock-Out**

The Union and the Employer agree that no strike or lockout will occur during the duration of this collective agreement.

#### **4.7 Union Dues**

- a)** The Employer deducts from the salary of each employee of the Bargaining unit all monthly and special dues on behalf of the Union, by virtue of the latter's constitution and regulations. If there is a change in the dues to be deducted, the Union must give official notice at least thirty (30) civil days before the date of the pay for which the revised dues are to be deducted.
- b)** Dues must be deducted from each employee at each pay period, and must then be sent to the Treasurer of the Union, at the latest on the fifteenth (15) day of the following month. The list that must accompany the remitted dues must contain the following: the period of the report, the name of the employee, their hourly rate, the number of hours work, the gross salary from which the deduction is made, the dues remitted for each employee, and the total cumulative dues remitted to the Union in the civil year.
- c)** The Employer must include the amount of union dues paid by each employee on the said employee's T4 form to Revenue Canada.

## **ARTICLE 5 – NO DISCRIMINATION, HARASSMENT OR VIOLENCE IN THE WORKPLACE**

### **5.1 No Discrimination and Harassment in Employment**

The Employer and Union agree that no form of discrimination nor harassment against an employee may be exercised by the Employer or the Union for any of the reasons prohibited by the *Ontario Human Rights Code* being chapter H.19 of the Consolidated Statutes of Ontario, 1990, in its modified version.

The prohibited grounds under the *Ontario Human Rights Code*, as amended, are: race, ancestry, place of origin, color, ethnic origin, citizenship, belief, gender (including pregnancy and breastfeeding), gender identity, sexual orientation, sexual identity, gender expression, age, the existence of a criminal record, marital status (including celibacy), family status or disability.

The Employer shall not discriminate or harass employees because of their financial situation, appearance or physical condition, or employment in a marginalized sector (including sex work).

### **5.2 Harassment at work Based on Sex**

Both parties agree that, under the provisions of the *Ontario Human Rights Code*, every employee has the right to be free from harassment at work on the basis of sex by their Employer, Employer agent or another employee.

**5.3** In addition, both parties agree that under the *Ontario Human Rights Code*, every employee has the right to be secure from: a) sexual solicitations or advances from a person able to grant or deny them an advantage or promotion if the author of the solicitations or advances knows or ought reasonably to know that they are unwelcome; (b) reprisals or threats of retaliation for refusing access to sexual solicitations or advances if the reprisals or threats come from a person in a position to grant or deny them a benefit or promotion, during the working hours or not.

**5.4** If an employee notifies the Employer of a situation where the employee has rejected sexual solicitations or advances from a person in a position to grant or deny them a benefit or promotion and their ability to work is affected by this experience, the Employer must take reasonable steps to remedy the situation, taking into account the duties imposed on it by the Ontario Human Rights Code.

### **5.5 Personal Harassment**

Refers to a form of harassment or sexual harassment that is not based on prohibited grounds.

## **5.6 Workplace Violence and Harassment**

The Employer complies with all applicable laws (including Section 32 of the *Ontario Occupational Health and Safety Act, O.R. 1990, chapter O.1*) regarding workplace violence and harassment.

## **5.7 Reasonable Steps to Take**

**5.7.1** If an employee experiences one or more acts of discrimination, harassment or violence in the workplace, as described in article 5, the Employer will take reasonable steps to resolve the problem.

**5.7.2** At the request of the Employer, the employee will explain the impact of the circumstances on their ability to work.

## **5.8 No Distinction**

The Employer and the Union are committed to complying with the *Ontario Labor Relations Act*, with any amendments that include, but are not limited to, coercion, harassment and discrimination.

**5.9** The Employer undertakes to provide employees upon their hiring and once a year a copy of the Workplace Harassment Policy with any modifications.

## **ARTICLE 6 – BILINGUALISM**

The Employer agrees to provide all written information to employees in the official language of their choice, in either English or French.

## **ARTICLE 7 – COMMUNICATIONS**

- 7.1** For the purposes of this collective agreement, notices or any other correspondence shall be deemed to be received three (3) business days after the date of shipment, unless proven otherwise.
- 7.2** The Employer undertakes to send the Union a copy of any policy that applies to employees and all of their duties.
- 7.3** At the end of each year of work, the Employer sends the following information to the Union:
  - 7.3.1** A list in seniority order showing the name, job category, status of the employee, class or assignment and hiring date.
  - 7.3.2** A list including the name, home address, home phone number or cell phone number of each employee.

## **ARTICLE 8 – UNION REPRESENTATION, COMMITTEES AND DELEGATES**

### **8.1 Labour Management Committee**

The parties pay serious attention to all matters of interest or concern to them.

When one of the parties requests a meeting of the Labour Management Committee or when both parties mutually agree that a meeting must be held, the parties agree to meet within ten (10) working days. For the purposes of this meeting, the following conditions apply:

- a) The Labour Management Committee is composed of at least one (1) representative of the Union and at least one (1) representative of the Employer. A scheduled meeting request must be in writing prior to the proposed date and be accompanied by the proposed agenda, which does not include matters that are otherwise the subject of a grievance or the negotiation of the amendment or renewal of this Agreement.
- b) Any representative who attends the said meeting during scheduled working hours shall not suffer a regular loss of pay by reason of being present at that meeting.

### **8.2 Bargaining Committee**

The Employer agrees to recognize a Bargaining Committee consisting of at least two (2) employees whose role is to negotiate, renew or amend the Collective Agreement without loss of regular salary. The Union must notify the Employer in writing of the names of the members of its Bargaining Committee.

### **8.3 Committee on Occupational Health and Safety**

A Health and Safety Committee must be established in accordance with the *Occupational Health and Safety Act*, as amended.



## **ARTICLE 9 – GRIEVANCE PROCEDURE**

### **9.1 Definition of a Grievance**

In the present collective agreement, a grievance is any dispute or disagreement on the subject of the interpretation, application or administration of the present agreement, including any question seeking to establish whether an issue is susceptible to arbitration or when an allegation of infraction of the present agreement or a statutory obligation is made.

### **9.2 Resolution of Grievances**

The parties agree to work in good faith to resolve grievances in an equitable, just and reasonably short manner.

#### **First Step - Grievance**

If the Union or the Employer has a complaint that they wish to resolve, a grievance is filed in writing, describing the nature of the dispute and the relevant articles of the collective agreement that are deemed to be breached, to the representative of the other party. The grievance shall be filed no later than forty (40) working days after the party concerned becomes aware of the circumstances giving rise to the grievance. A grievance filed after the required deadline will not be refused without valid reasons.

If a meeting is requested by one of the parties to discuss the grievance, it must be held no later than ten (10) working days after the grievance is filed.

The party who receives the grievance must submit a written response to the grieving party within ten (10) working days of either the reception of the grievance or a meeting held by the parties to discuss the grievance.

#### **Second Step - Arbitration**

If the first step does not produce a resolution to the grievance, one of the parties may send the question(s) to arbitration at most thirty (30) working days following the date at which a written decision from the first step was rendered by the employer in conformity with the present article.

### **9.3 Modification of the Stipulated Delays**

The stipulated delays in the procedure and regulation of grievances and arbitration are obligatory unless a written agreement is made between the parties.

In the event that the party receiving the grievance fails to respond within the time

period specified in this article, the grievance may be sent to the next step in the procedure after the deadline in question.

## **ARTICLE 10 – ARBITRATION**

### **10.1 Nomination of a Single Arbitrator**

When one of the parties submits a grievance to arbitration, the notice of intent to arbitrate shall contain the names of the arbitrators that the requesting party proposes as the sole arbitrator of the grievance. The other party shall transmit its response in the following fifteen (15) working days. If the parties cannot agree to the nomination of an arbitrator, one of the parties may request that the Minister of Labour intervene to nominate an arbitrator.

It is understood that the arbitrator named under ss. 48 or 49 of the Labour Relations Act, 1995, Chapter 1 Annexe A, with its eventual modifications, is bound by the grievances and arbitration procedures stipulated in the present agreement.

### **10.2 Arbitrator's Decision**

The arbitrator's decision is definitive and binding on all parties but, in no case is the arbitrator authorized to change, modify or amend the present agreement or any of its provisions.

### **10.3 Arbitrator's Expenses**

The Employer pays the costs of the arbitration. The Union shall reimburse \$700 per day for the first two (2) days of arbitration of a given grievance, and \$500 per day for additional days of arbitration.

In case of cancellation of an arbitration session after having reserved the arbitrator, the Union and the Employer shall divide the cancellation costs 50/50, up to the maximums for arbitration fees per day as described above.

### **10.4 Conflict of Interest – Arbitrator**

No person may be named as arbitrator if they have participated in the resolution of the grievance under arbitration, unless both parties agree.

## **ARTICLE 11 – EVALUATION**

- 11.1** Both parties recognize that the primary objective of the evaluation is to ensure that the employee's duties are being carried out in a satisfactory manner and to assist the employee to develop their skills.
- 11.2** The evaluation is conducted by the President or a designated representative of the Employer. For the purpose of this evaluation, the President or her designated replacement shall consult the officers who frequently work with the employee. The evaluation and response process will take place between the President, or her designated replacement, and the employee concerned.
- 11.3** Each year, an evaluation will be carried out during the month of October.
- 11.4** The results of these evaluations must be transmitted in writing and based on the following criteria:
- a)** Knowledge of work
  - b)** Quality of work
  - c)** Initiative
  - d)** Reliability
  - e)** Responsibility
  - f)** Quality of interpersonal relations
  - g)** Punctuality
- 11.5** The employee must receive a copy of their written evaluation and have the opportunity to discuss their results with the local's President before the evaluation is placed in the employee's personnel file. The employee may also make a written response to their evaluation which may be added to their personnel file.

The confidentiality of the employee will be maintained.

## **ARTICLE 12 – TRAINING**

- 12.1** An employee is entitled to forty (40) hours of paid leave per year of work for training purposes. When training is requested by the employee, the Employer will pay training costs up to a maximum of \$500 each year of work. A training leave must be approved by the President of CUPE 2626. The Employer will not unreasonably withhold training requested by an employee.
- 12.2** Notwithstanding Article 12.1, where training is requested or suggested by the Employer, training hours (and travel time if applicable) will be counted in the employee's regular work schedule, and associated costs will be paid by the Employer.
- 12.3** Upon request by the local's President, a written report must be submitted following the training.
- 12.4** The Employer can register the employees to the professional development programs offered by CUPE (National or Provincial) or by the University of Ottawa.

## **ARTICLE 13 – DISCIPLINARY MEASURES AND ACCESS TO PERSONNEL FILE**

### **13.1 Disciplinary Measures**

If a disciplinary measure must be taken, it is incumbent upon the Employer to justify the measure to the employee.

The Employer shall not impose discipline for reasons other than those specified in the notice created at step 1 (cf. art. 13.4 – Disciplinary procedure).

### **13.2 Just Cause**

The Employer will not impose any disciplinary measure on an employee, will not suspend or dismiss without just cause. In the case of discipline, suspension or dismissal, it is incumbent upon the Employer to demonstrate that the sanction is justly imposed.

### **13.3 Progressive Discipline**

The Employer recognizes and accepts the principle of progressive discipline, and agrees that, with the exception of grave misconduct, the disciplinary process shall proceed in the following manner: meeting, warning letter, notice of disciplinary measure, suspension(s), and dismissal. In these eventualities, the employee and union shall be clearly advised as to which measure is being taken. The Employer recognizes that all employees have the right to a reasonable delay to correct any situation that has given rise to the need for discipline before discipline is imposed. In the eventuality where the Employer does not conform to the dispositions of this article, all disciplinary measures taken shall be null and void.

### **13.4 Disciplinary procedure**

#### **13.4.1 Step 1 – Meeting**

Before taking any disciplinary measure, or if the Employer intends to grieve against an employee, or if a grievance is made against an employee, the Employer must advise the employee and the union in writing and call a meeting to take place no later than ten (10) working days (and not to coincide with a vacation day or a day when the employee in question is sick) in order to formally discuss the object of the complaint. The notice of meeting must include a brief, yet clear, synopsis of the allegations upon which the complaint is made, as well as the time, place, and date of the meeting. The notice must further inform the employee of their right to have a union representative present. The notice must equally indicate that the employee has the right to respond to the allegations against them. If the parties agree during the meeting that the complaint is without merit or they reject it, the Employer immediately removes the notice of meeting sent in step 1 as well as all

documents relating to the said notice from the employee's personnel file and from all other files the Employer possesses.

### **13.4.2 Step 2 – Warning Letter**

#### **13.4.2.1 Step 2A – Employer's Warning Letter**

If, following Step 1, the complaint is not resolved nor is it rejected, or if the employee renounces their right to meet the Employer, or if they do so implicitly by being absent without valid reasons from the meeting, the Employer may issue a warning letter in the fifteen (15) working days (and not to coincide with a vacation day or a day when the employee in question is sick). This letter must underline that discipline may be imposed, in conformity with the Collective Agreement's procedure. In the event that the complaint concerns the employee's quality of work, disciplinary measures may be imposed if their quality of work does not reasonably improve within a fixed timeline established by the Employer. This date must permit the employee to correct the problem(s) cited in the warning letter in a reasonable time frame. No action, omission or failure to act at an established level that was not mentioned in the notice of meeting at Step 1 shall be included in the warning letter.

#### **13.4.2.2 Step 2B – Employee's Response**

An employee who receives a warning letter may respond in the ten (10) following working days. Any response shall be placed in the employee's personnel file. This response shall be prepared by the employee outside of their working hours. The response may request a trilateral meeting between Employer, employee and Union.

### **13.4.3 Step 3 – Notice of Discipline**

The Employer may impose disciplinary measures:

- a)** in the ten (10) working days following the employee's response if the problem is not resolved, or
- b)** at the Employer's deadline date under Step 2A – Employer's Warning Letter if the employee's work quality has not reached a reasonable level.

The Employer shall advise the employee and the union in writing of the disciplinary measures to be taken. Formal discipline shall not take place before a warning letter is issued, and must respect the stipulations of this letter. The employee must be notified in writing of the reasons for discipline or for dismissal. A copy of this notice must be immediately sent to the Union.

### **13.5 Scope of Discipline**

- a) All dismissal must be preceded by a suspension.
- b) A first suspension shall not surpass two (2) working days.
- c) Notwithstanding 13.5 b), and subject to articles 13.3 and 13.6, an immediate dismissal can follow a suspension, if circumstances call for it.

### **13.6 Justification for Imposing Immediate Discipline**

- a) Notwithstanding preceding articles, if an employee poses a danger to themselves or others, the Employer reserves the right to impose immediate discipline upon the employee, without having held a meeting, emitted a warning or a notice.

In the case of dismissal related to fraud or theft against the Employer, the employee shall be immediately dismissed. It is incumbent upon the Employer to demonstrate that the employee is dismissed with just cause.

- b) If the Employer cannot show that the employee committed a fraud or a theft, the employee must be retroactively reintegrated with full salary and benefits, without change to their seniority.

### **13.7 Right to Confidentiality**

The Employer and Union agree that all correspondence and meetings relating to discipline and grievances shall be strictly confidential, and that only the parties directly implicated in the investigation and the processing of the complaint shall have access.

### **13.8 Personnel Files**

- a) An employee's personnel file may contain information of a disciplinary nature, and such information shall constitute proof that the progressive discipline was respected in any grievance or arbitration directly related to the said discipline.
- b) Information concerning discipline, including questions linked to a disciplinary measure, or that were raised during disciplinary proceedings, may not be cited nor used against an employee after a period of eighteen (18) months following the imposition of discipline.
- c) Employees have a right to access their personnel file at all reasonable times and to examine its contents. Moreover, employees have the right to respond to all documents contained in the file. All responses shall be part of the employee's permanent file.



- d) All personnel files must be stored in a secure location on the employer's premises in order to ensure strict confidentiality.

### **13.9 Elimination of Information Concerning Discipline**

The Employer agrees to destroy all letters, notices, or documents relating to disciplinary measures from the personnel file of the employee in question eighteen (18) months after the incident in question was resolved.

## **ARTICLE 14 – Seniority**

### **14.1 Seniority**

Seniority is defined as an employee's length of service. This includes continuous service with the employer before the accreditation or recognition of the Union. Seniority is one of the criteria used to determine schedules, vacation times, promotions or transfers, layoffs and call-backs. Seniority applies to all employees.

### **14.2 Accrual of Seniority**

Employees accrue seniority based on their years of service.

Employees retain and accumulate seniority rights if they are absent from work due to an authorized leave of absence.

### **14.3 Employees on Probation**

Once the probation period is over, seniority is effective based on date of hiring.

### **14.4 Loss of Seniority**

An employee loses their seniority rights and their employment is deemed terminated in the following circumstances:

- a) dismissal of the employee and their non-reintegration through grievance or arbitration;
- b) the employee resigns without withdrawing his resignation within seventy-two (72) hours;
- c) the employee retires;
- d) the employee is laid-off for a period exceeding eighteen (18) months.

## **ARTICLE 15 – JOB POSTING AND SELECTION**

### **15.1 Promotion or Transfer Based on Seniority**

For promotion and transfer purposes, the Employer will award the position to the most senior employee provided that they possess the appropriate skills and qualifications pertinent for the position. Any seniority dispute shall be resolved by coin toss or by any other method satisfactory to the Union.

**15.2** Where a permanent vacancy occurs or a new position is created and the Employer decides to fill it, the Employer must post a notice internally within ten (10) business days of the date on which the position becomes vacant. This notice is posted on the designated bulletin board for a period of ten (10) business days. Applications must be submitted in writing to the hiring committee within this period. Selection takes the dispositions of this article into account. Temporarily vacant positions with an expected duration of at least three (3) months must be posted in the same way.

**15.3** The job postings must include the classification, qualifications and knowledge requirements, level of education, rate of pay, service, application deadline, and work schedule. A copy must be forwarded to the Union.

**15.4** No external hiring process may be effected until such time as the employees are given the opportunity to present their candidacy, in conformity to this article.

### **15.5 Transfer Leave**

Transfer leave allows an employee to take a break from her current duties to test a posted position, without loss of seniority, pay, status, or benefits related to her current position.

An employee selected to fill a vacancy or newly created position will receive a three (3) week transfer leave. During the period of the transfer leave, the Employer will not approve a vacation under article 18.

At the end of the transfer leave, the Employer and the employee decide together if the employee will be promoted to the new position and will agree on the terms of the promotion. This includes, but is not limited to, the following situations:

- a)** An employee who is not promoted to the new position will be returned to the position they held at the time of application;
- b)** An employee transferred to the new position will take leave from the position held at the time of application. At the end of a transfer, the employee returns to the position that she held prior to the transfer, according to the terms of her original contract.

## **ARTICLE 16 – LAYOFFS AND CALL-BACKS**

**16.1** The Employer will not make any abusive or unreasonable dismissal, including but not limited to: repetitive layoffs, short, cyclical, to cover a minor or temporary budget deficit, etc. It is the responsibility of the Employer to demonstrate that a layoff is imposed in a non-abusive manner and for just cause.

### **16.2 Layoff Notice**

In the case of layoffs, whether permanent or long-term, the Employer must deliver a notice to affected employees thirty (30) working days before the implementation date. The Employer forwards a copy of this notice to the union.

**16.3** Subject to article 3.3, an employee shall not be laid off during a redistribution of tasks, a change of roles, or an increase in workers (volunteers or employees).

### **16.4 No Contracting Out**

a) In order to ensure job security to its employees, the Employer agrees that all work and services presently conducted by its employees shall not be sub-contracted, transferred, assigned, or transmitted, partially or totally, to another person, company, or employee who is not part of the Bargaining unit.

b) In exceptional circumstances, a written agreement may be reached between the Employer and Union to allow sub-contracting for specific purposes. The Union will not refuse the Employer's request without valid reason. The length of this agreement will not exceed twelve (12) months.

c) All layoffs shall be subject to article 16.4 (a).

### **16.5 Right to Call-Back**

a) When a position becomes available, laid off employees are called back to work by order of seniority, provided they are qualified to work in the vacant position.

b) It is the exclusive responsibility of the laid off employee to advise the Employer of their intention to return to work in the seven (7) working days following receipt by registered mail of a call back notice sent to their last known address in the Employer's records, and to return to work in the seven (7) working days following receipt of the notice. The notice must indicate the position for which the employee is being called back as well as the date and the time when they must arrive to work. The employee has the exclusive responsibility of providing their exact address to the Employer.

- c) An employee retains their right of recall proportionally to the time they have worked. An employee holds a base right of recall for six (6) months, with an additional six (6) months for every year of service, to a maximum of eighteen (18) months.

## **ARTICLE 17 – WORK HOURS**

### **17.1 Full-Time Employees**

#### **a) Work Days and Workweeks**

The normal workweek begins on Monday and ends on Friday. An employee is required to work an average of 35 hours per week, for a total of 1820 hours of work in a year (including holidays).

Work hours are flexible depending on work imperatives. If an employee works less than 35 hours in a week, they can transfer those unworked hours to another week, while still being paid a 35-hour weekly salary.

The Employer sets operation hours. Employees will be present in the office during working hours, unless a task requires them otherwise.

#### **b) Lunch Time and Breaks**

The daily schedule may include an hour-long non-paid lunch break each day. Also, employees are granted two (2) paid 15-minutes breaks each day.

### **17.2 Part-Time Employees**

#### **a) Work Days and Workweek**

The normal workweek begins on Monday and ends on Friday. An employee is required to work an average of the hours indicated in their contract (including holidays).

Work hours are flexible depending on work imperatives. If an employee works less than the hours indicated in their contract, they can transfer those unworked hours to another week, while still being paid the equivalent of the hours indicated in their contract as their weekly salary.

The Employer sets operation hours. Employees will be present in the office during working hours, unless a task requires them otherwise.

#### **b) Lunch Time and Breaks**

The daily schedule may include an hour-long non-paid lunch break each day. Also, employees are granted one (1) paid 15-minutes breaks for each period of four (4) work hours.

## **c) Calculation of Leaves and Vacations**

Except where exceptional conditions would be applicable under the terms of this Collective Agreement, leave or vacation granted to part-time employees will be prorated to the hours worked by a full-time employee during a year, as indicated in paragraph 17.1(a).

## **17.3 Overtime**

### **17.3.1 Overtime in the Same Day**

The Employer recognizes that a full-time or part-time employee may exceed eight (8) work hour in a day, due to the nature of their work.

If the employee is required to work more than eight (8) hours in a day, whether at the request of the Employer or necessary for the proper performance of their duties, the employee shall consider additional work hours as overtime and indicate it as such in their documents, provided that they have followed the procedure described in Article 17.3.3, unless it is time owed having been carried over from another week.

### **17.3.2 Overtime in the Same Week**

The Employer recognizes that an employee may exceed the weekly hours of work indicated in their contract, due to the nature of their work.

If the employee is required to work more than the weekly hours of work indicated in their contract, they shall consider additional work hours as overtime and indicate it as such in their documents, provided that they have followed the procedure described in Article 17.3.3, unless it is time owed having been carried over from another week.

### **17.3.3 Approval of Overtime**

- a)** All decisions relative to an increase in work hours must be taken after consulting the employees. Employees must be notified three (3) working days before their presence is requested.
- b)** Employees will have to obtain approbation from the local's President or their replacement before doing overtime.
- c)** If approval of overtime has not been given prior to the execution of overtime, the local's President shall approve overtime after the employee has performed their duties, and only if the time of execution tasks could not be postponed without significant risk to the Employer's activities.

- d) The employer and employees can agree on a diminution of work hours during a week in order to reduce overtime.

#### **17.3.4 Overtime Remuneration**

- a) The Employer shall pay the employee's overtime pay at a rate equal to at least their regular hourly rate plus 50 percent (50%) per hour of work.
- b) The Employer shall pay the employee's overtime at a rate equal to twice their normal hourly rate per hour worked on the weekend or holidays.

#### **17.3.5 Several Causes of Overtime**

When 17.3.3 and 17.3.4 apply to hours worked, the employee will be paid the most favorable amount.

#### **17.3.6 Accumulation and Payment of Overtime**

In accordance with the Ontario Employment Standards Act, as amended:

- a) The Employer must pay all overtime hours that have not been taken as time-in-lieu nor paid in the previous twelve (12) months.
- b) An employee can be compensated for overtime by taking time-in-lieu instead of being remunerated for overtime.

An employee may request the Employer to issue a compensatory payment for accumulated overtime. When an application is submitted to the Employer at least two (2) working days before the pay is processed, the overtime payment must be entered during the current pay cycle.

### **17.4 Telework**

Telework is understood as a work system under which employee work outside of the regular workplace. The employees communicate with the regular workplace in a normal way and complete their tasks using electronic or other means.

Participation in this system will be limited to tasks that are appropriate for telework. An employee may telework up to the equivalent of four (4) working days per month on their own initiative and after consulting the Employer. The Employer may approve more days of teleworking.



Employees teleworking must, as much as possible, insure confidentiality of the documents and information they are handling, as they would if they were working in their regular workplace.

All the dispositions of the collective agreement apply when a person is teleworking.

## **ARTICLE 18 – PAID VACATIONS**

- 18.1** Full-time employees shall be granted the equivalent of ten (10) working days of paid vacation each year of service.

Besides those ten (10) days, employees obtain an additional fourteen (14) hours of paid vacation after each year of service, until they reach a maximum of 140 hours of paid vacation per year. Once the cap of 140 hours is reached, employees obtains seven (7) hours of paid vacation time after each year of service, up to a hard cap of 175 hours.

Each year of service, employees must take at least (10) days (70 hours) of paid vacation. Any unused vacation hours beyond (10) days (70 hours) at the end of a year of service may be transferred to subsequent year or paid, at the option of the employee. A maximum of (10) days (70 hours) unused vacation can be paid.

Any vacation time exceeding twenty one (21) consecutive hours must be requested at least five (5) working days before the beginning of that vacation.

### **18.2 End of Employment**

When their employment ends, whatever the reason may be, employees receive the totality of unused vacation time.

### **18.3 In Case of Illness**

If an employee falls ill before the beginning of their vacation or during their vacation, they may replace vacation days using their available sick days. Those replaced vacations days will be restored so the employee can use them later on. In this situation, the employer can ask for a medical certificate as per article 20.1.

### **18.4 Part-Time Employees and Temporary Employees**

Vacations for part-time employees will be calculated as described in Article 17.2(c). Vacations for temporary employees will be calculated as described in Article 30.5.

## **ARTICLE 19 – HOLIDAYS**

- 19.1** Employees will be paid on all national and provincial holidays and no employee is expected to work on these days. More specifically, this applies to the following days: New Year's day, Family Day, Easter Friday, Easter Monday, Victoria Day, June 24th (Saint-Jean), Canada Day, Ontario Civil Holliday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and any other official holiday. The employer must also observe the employees' religious holidays other than the ones listed above. The employee must notify the employer at least five (5) working days before taking such a holiday.
- 19.2** Employees are not expected to work during the winter break (from the date the University closes in the fall semester to the beginning of the classes to the winter semester), and will receive regular pay during this period. If an employee is asked to work during this period, articles 17.3.4 (b) and 17.3.5 apply.
- 19.3** When a holiday falls on a Saturday or a Sunday, the Employer will transfer that holiday to a working day immediately following or preceding that weekend.

## **ARTICLE 20 – PAID LEAVES**

A full-time employee is entitled to 182 hours of paid time off per year of work. These hours of leave are renewable on September 1 of each year and are not cumulative. One-quarter (25%) of the unused hours will be payable at the end of each year of work or at the end of the employee's contract, if terminated before the end of the year.

The employee will notify the Employer of their intention to use time off. If they expect to be absent from the office for extended periods, the employee will discuss with the Employer the duration of their leave.

The employee may use the hours of leave to which they are entitled for the following purposes:

### **20.1 Sick Leave**

Refers to the period during which an employee is absent from work due to illness (or disability), accident, examinations, and/or treatment from a health professional.

The Employer reserves the right to request a medical certificate for any absence of more than three (3) days caused by illness. In this case, the Employer pays the cost of the medical certificate.

### **20.2 Mental Health Leave**

Refers to the period of time an employee is absent from work due to the need for time outside of the work environment, which can sometimes be stressful and have a negative impact on the employee's mental health and productivity. The employee and the Employer recognize that the purpose of the mental health leave is to improve the productivity of the employee after they return from their mental health leave.

### **20.3 Personal emergency leave**

Refers to the period of time an employee is absent from work to provide care or support because of illness (or disability), accident, examinations, and/or any treatment from a health professional of a partner, a child, a parent or any other significant person for the employee.

### **20.4 Bereavement Leave**

Refers to the period of time an employee is absent from work in the event of the death of any person significant to the employee.

## **ARTICLE 21 – UNPAID LEAVE**

### **21.1 Medium and Long-Term Sick Leave**

In the event of a medium- or long-term health problem, the Employer and the Union will formulate an agreement to allow the continuation of employment in accordance with Ontario Human Rights Code, as amended.

The Employer reserves the right to request a medical certificate, at its expense.

### **21.2 Unpaid Care Leave**

Refers to the period of time an employee is absent from work to provide care or support because of illness (or disability), accident, examinations, and/or any treatment from a health professional of a partner, a child, a parent or any other significant person for the employee.

An employee might be absent from work without pay, but with employment protection, for a maximum of twenty-eight (28) weeks for every fifty two (52) weeks worked.

### **21.3 Unpaid Leave of Absence**

Leaves without pay and without loss of employment, status, or benefits will be authorized for personal reasons with the agreement of the Employer for a maximum of twelve (12) months. These requests must be submitted in writing and approved by the Employer. The employee must provide a valid reason. Approval will not be denied by the employer without valid reason.

The employee must provide at least ten (10) days' notice. This notice must be at least thirty (30) days for any leave of three (3) months or more. An employee is not entitled to more than one (1) leave of three (3) months or more every three (3) years of service, unless an agreement is reached between the parties.

An employee wishing to return to work prior to the scheduled end of their unpaid leave of absence must provide at least four (4) weeks' notice.

## **ARTICLE 22 – PREGNANCY LEAVE**

- 22.1** All employees are entitled to pregnancy leave of up to seventeen (17) consecutive weeks, which can begin as soon as seventeenth (17th) week preceding the expected due date and no later than the due date. The employee must notify the Employer in writing, to the extent possible two (2) weeks prior to the starting date of her pregnancy leave.
- 22.2** Documented medical reasons may force an employee to begin their pregnancy leave seventeen (17) weeks before the expected due date, or the delivery may be delayed.
- 22.3** In such cases, the post-natal portion of the pregnancy leave must still last at least six (6) weeks, resulting in the possibility that the employee's leave may extend for more than seventeen (17) weeks and up to a maximum of twenty-three (23) weeks. Such an extension is considered as a consequence of complications due to pregnancy.
- 22.4** If an employee has a miscarriage or gives birth to a stillborn child during the seventeen (17) week period preceding the expected due date, she is entitled to pregnancy leave. In this case, the leave shall begin no later than the date of the miscarriage or stillbirth.
- 22.5** The pregnancy leave of an employee who has a miscarriage or stillbirth ends on the date that is the later of:
- (a)** Seventeen (17) weeks after the leave began; or
  - (b)** Twelve (12) weeks after the stillbirth or miscarriage.
- 22.6** An employee on pregnancy leave shall receive compensation equal to fifty percent (50%) of her salary over seventeen (17) weeks, or the number of weeks actually taken on pregnancy leave under the Article 22.2. The employee and the Employer will agree on disbursement arrangement, provided that an employee on pregnancy leave cannot receive weekly compensation exceeding seventy percent (70%) of her regular salary.
- 22.7** The Employer continues to pay its share of the contributions to the group insurance plan and the pension plan.
- 22.8** As stated in article 14.2, employees on pregnancy leave shall be entitled to accumulate years of service and seniority. In addition, employees will maintain their hiring date.

## **22.9 Disposition for Temporary Employees**

The provisions concerning pregnancy leave for temporary employees are defined in article 30.

## **ARTICLE 23 – PARENTAL LEAVE**

**23.1** A new parent is entitled to parental leave when their child is born or placed for the first time under their care. The employee must notify the Employer in writing of their intention to take parental leave, to the extent possible two (2) weeks prior to the start of their leave.

### **23.2 Employee bearing the child**

**23.2.1** An employee who has taken pregnancy leave is entitled to parental leave of a maximum duration equal to sixty one (61) weeks. An employee who has taken a pregnancy leave must start their parental leave at the end of their pregnancy leave unless the child has not yet come into their care and supervision for the first time.

**23.2.2** An employee on parental leave who has taken pregnancy leave will receive compensation equal to twenty-five percent (25%) of their salary over thirty-five (35) weeks. The employee and the Employer will agree on disbursement terms, provided that an employee on parental leave cannot receive weekly compensation in excess of seventy percent (70%) of their salary.

### **23.3 Employee not bearing the child**

**23.3.1** All other new parents are entitled to parental leave of up to sixty-three (63) weeks. They must start their parental leave no later than the seventy-eight (78) week following

(a) the date of birth of the child; or

(b) the date on which the child was first placed under their custody or in their care.

Parental leave does not have to end during this seventy-eight (78) week period. It must only begin during this period.

**23.3.2** The employee on parental leave will receive compensation equal to thirty-five percent (35%) of their salary over thirty-seven (37) weeks. The employee and the Employer will agree on disbursement terms, provided that an employee on parental leave cannot receive weekly compensation in excess of seventy percent (70%) of their salary.

**23.3.3** Notwithstanding 23.1, it is understood that medical reasons documented or related to an adoption process may result in an employee wanting to start



parental leave before their child is born or placed for the first time under their care.

In these situations, the employee will be able to start their parental leave four (4) weeks before the expected date of delivery or the scheduled date on which the child will be placed for the first time under their care.

- 23.4** Upon request, the employee on parental leave will be granted up to twelve (12) months of unpaid leave as provided in Article 21.3. This unpaid leave begins at the end of the parental leave. The employee must report their decision to the Employer at least four (4) weeks before the end of their parental leave.
- 23.5** The Employer continues to pay its share of the contributions to the group insurance plan and the pension plan.
- 23.6** As stated in Article 14.2, employees on parental leave will be entitled to accumulate years of service and seniority. In addition, employees will maintain their hiring date.

#### **23.7 Disposition for Temporary Employees**

The provisions concerning parental leave for temporary employees are defined in Article 30.

## ARTICLE 24 – CLASSES OF EMPLOYMENT AND SALARY RATES

The Employer shall pay the employee's salary by direct bank deposit to the bank account of the employee's choice.

### 24.1 Salary

Employees are paid by direct deposit every two (2) Wednesdays for the pay period ending on the Friday following the pay day.

### 24.2 Deductions

Deductions from Income Tax, DRR, and EI will be withheld at the appropriate rate of pay under provincial and federal tax laws. The Employer will issue a pay stub to the employee for each pay period.

### 24.3 Description of Tasks

The Employer agrees to provide the Union with all job descriptions for all employees. ([Appendix C](#))

### 24.4 New Classification

When the Employer creates a new classification covered by the provisions of this collective agreement, he must determine the rate of pay and inform the Union. If the Union disputes this rate, it may request a meeting with the Employer to try to negotiate a rate acceptable to both parties. This request must be made within seven (7) calendar days of receipt of notice of this new classification and salary. If the parties are unable to agree, the dispute may then be submitted to arbitration, as agreed herein, within fifteen (15) calendar days of such meeting. The decision of the arbitrator is final and binding on both parties.

### 24.5 Salary Grid

Employment Status	Job Class	Hourly rate 1 <sup>th</sup> September 2017 – 31 August 2018	Hourly rate 1 <sup>th</sup> September 2018 – 31 August 2019	Hourly rate 1 <sup>th</sup> September 2019 – 31 August 2020
Permanent	Coordinator	29,70\$ + 2% (subject to article 24.6)	30,29\$ + 2% (subject to article 24.6)	30,90\$ + 2% (subject to article 24.6)
	Agent	23,46\$ + 2% (subject to article 24.6)	23,93\$ + 2% (subject to article 24.6)	24,41\$ + 2% (subject to article 24.6)

<b>Temporary</b>	Occupying an existing position	Same as the existing position
	Not occupying an existing position	Depending on the tasks:  Minimum: 65% of the hourly rate of a Coordinator  Maximum: 100% of the hourly rate of a Coordinator

#### **24.6 Annual Increase in the Salary Rate**

For the duration of this Collective Agreement, the Employer will establish the annual increase in the employee wage rate from the highest of:

- a) 2%, and
- b) the annual change in the Consumer Price Index (CPI) for the Ottawa-Gatineau area as compiled by Statistics Canada in its *Consumer Price Index table, by city (annual change)*, up to at a maximum of 4%.

The Union will consult the data available for the calendar year preceding the change in the work year, and communicate the information to the Employer.

## **ARTICLE 25 – BENEFITS**

### **25.1 Health and Dental Insurance**

The employer will provide the employees with the Chamber of Commerce insurance coverage (options V76 and D21), for medical and dental fees, as they exist on the date of ratification of this collective agreement. (Appendix A)

### **25.2 Access to Ontario Health-Insurance Services**

The employer shall take necessary measures to insure that employees who do not have citizenship or permanent residency can access health services provided under the Ontario health insurance or an equivalent service.

### **25.3 Pension Plan**

The Employer and the employees agree to contribute, following the percentages detailed in the table below, to the employees' retirement plan. Contributions must be paid directly to the retirement plan under the employee's name. The pension plan will be the *Multi-Sector Pension Plan*, as described in Appendix B.

<b>Employer's contribution</b>	5%
<b>Employee's contribution</b>	2%
<b>Total</b>	7%

## **ARTICLE 26 – EMPLOYER FEES**

The Employer will not ask the employee to use their credit card or bank account, or to pay any costs to the Employer.

### **26.1 Cellphone**

If an employee needs a cellphone to complete their tasks, the Employer shall provide one. If the Employer does not provide a cellphone, they will compensate the employee for the use of their own personal cellphone at a rate of \$50/month.

### **26.2 Use of an Employee's Personal Equipment**

The Employer will not require the employee to use their personal equipment for the performance of their duties.

If the employee is asked to use their personal equipment, the Employer will agree to compensate the employee for this use according to an agreement previously reached with the employee.

### **26.3 Travel Expenses**

The Employer will reimburse travel expenses by taxi or other similar transportation service to the employee's home when the work day ends:

- a) after 8:00 pm from October 1 to February 28, and
- b) after 9 pm the rest of the year.

### **26.4 Tasks Required by the Employer Outside the Regular Workplace**

- a) When the Employer requires an employee to travel outside the regular workplace to perform a task (including attending conferences or training), the Employer will pay the costs associated with the travel of the employee, and the accommodation if necessary.
- b) The Employer will pay for employee's travel time.

The employer will remunerate the employee for the full duration of the task (including, but not limited to the full program of a conference or a training session).

## **ARTICLE 27 – END OF EMPLOYMENT**

- 27.1** Both parties must provide a twenty five (25) working days' notice before the end date of a contract (or the end of employment), except in the case of extraordinary circumstances.
- 27.2** Upon cancellation of a contract (by either party), the employee must return all CUPE 2626's effects, including keys, documents, etc.
- 27.3** Termination of an employee's contract must be made by the CUPE 2626 Executive Committee.
- 27.4** In the event that the Union disagrees with the Employer's decision, both parties agree to file for arbitration as described in article 10.
- 27.5** The parties agree to proceed with arbitration as described in article 10 to determine the compensation an employee shall receive in a situation where the termination of their contract constitutes a break of their contract according to article 27, or if the employer's behaviour constitutes a form of a dismissal in disguise.
- 27.6** In case of a disagreement between the parties with regards to article 27.1 or 27.5, either party can file for arbitration as described in article 10.

## **ARTICLE 28 – COMPENSATION AND INDEMNITY**

- 28.1** In case of a dismissal or layoff, except for just cause, the employee shall be entitled to an indemnity equal to one and a half (1.5) months of salary per year of service up to a maximum of nine (9) months. For the current year of service, the amount of the indemnity will be prorated.
- 28.2** The Employer and the Union will agree on the amount of the compensation. Such compensation will be subject to the stipulations of the *Income Tax Act*.
- 28.3** Dispositions of article 29 in no way interfere with the rights listed in article 9.

## **ARTICLE 29 – HEALTH AND SAFETY**

### **29.1 Cooperation About Security**

The Union and the Employer must cooperate to establish rules and practices that promote a safe and secure work environment.

### **29.2 Control and Inspection Rights**

A representative of the employees may participate in workplace monitoring in order to identify potential health and safety problems. He can also accompany inspectors on inspection rounds. The Union must be informed of the results of all workplace inspections, which will be put up on the employees' billboard.

### **29.3 Leave Due to a Work-Related Accident**

An employee, who has to leave the workplace because of an injury that occurred during work hours, shall receive payment for the rest of the day, without deduction to their sick leave.



## **ARTICLE 30 – TEMPORARY EMPLOYEES**

- 30.1** All provisions of this Collective Agreement apply to temporary employees. Certain provisions apply specifically to temporary employees, including but not limited to the following: articles 17, 18, 20, 21 and 24.
- 30.2** A temporary employee is entitled to the salary compensation for pregnancy and parental leave up to the maximums provided for in articles 22 and 23, for a period not exceeding the end of their contract.
- 30.3** A temporary employee occupying an existing position shall be paid at the current rate of pay for that position, as indicated in article 24.5.
- 30.4** A temporary employee will receive, as a benefit, a compensation equal to five percent (5%) of their base salary in each pay period.
- 30.5** Except where exceptional conditions would apply under the terms of this Collective Agreement, any vacation or vacation granted to temporary employees will be prorated to 1820 hours of work in a year, depending on the total hours of their contract.

Any article specifically concerning temporary employees should be read as applying only to these employees. These articles cannot be used to interpret, modify or determine the working conditions of permanent employees.

## **ARTICLE 31 – EMPLOYER-EMPLOYEES RELATIONSHIP**

- 31.1** The Employer and the Union recognize that the workplace of employees is an egalitarian, equitable and collaborative space.
- 31.2** The members of the Executive Committee and the Employer's Negotiations Committee are solely responsible for the business of CUPE 2626, subject to the powers of the General Assembly.
- 31.3** Members of the Executive Committee and the Employer's Negotiations Committee remain responsible before the members and the governing bodies of CUPE 2626 for performing CUPE 2626's work. The elected members must ensure that all tasks are completed, by themselves or by the employees. Elected members and employees agree to notify each other as soon as possible if they feel that they can not complete a task in order to reach a suitable solution.
- 31.4** The members of the Executive Committee formulate the policies of CUPE 2626 and may take into account the advice and suggestions of employees in this regard. However, an employee cannot formulate CUPE 2626 policies; they can only implement them.
- 31.5** No employee is penalized or disadvantaged in any way for their choice of professional action, provided that the employee has followed the instructions given. This includes situations where the employee has followed established practices or instructions given previously in a similar case.
- 31.6** In exceptional situations where the employee does not receive instructions regarding an operational need of CUPE 2626, after waiting a reasonable period of time, they may make a decision provided they clarify that this will not constitute a CUPE 2626 policy. If a reasonable doubt exists as to whether the decision could affect the policies of CUPE 2626, the employee will refer the matter to a member of the Executive Committee.
- 31.7** An employee, when interacting with non-executive members, must refrain from making commitments on behalf of CUPE 2626. The employee may describe and explain various relevant procedures to members, but must refrain from predicting or guaranteeing the result of these procedures. This is particularly important when it comes to the handling of grievances and decisions made or to be made by the Executive Committee.
- 31.8** Employees will maintain a respectful and professional attitude at all times. Any conversation regarding the affairs of CUPE 2626 must respect the confidentiality agreement signed for this purpose.

## **ARTICLE 32 – VARIA**

### **32.1 Bulletin Board and Union Space**

The Employer provides the Union with one (1) bulletin board to post union notices. All of these notices are compatible with the provisions of this collective agreement.

The Employer provides the Union with storage space for the effects of the Union at the offices of the Employer. It is agreed that only the Union will have access to this space.

The Employer agrees that the Union shall use the Employer's offices and other premises available at no cost to the Employer on campus for the purposes of its meetings.

### **32.2 Copyright**

Any work designed by the employee, on behalf of the Employer, including, but not being limited to, posters, advertisements, banners, videos and other promotional material, such as booklets, documents, training manuals and explanation, etc., for the purpose of publicizing the various programs and activities of the Employer, belong to the Employer in accordance with the *Copyright Act, CSR 1985, c. C-42*.

#### **32.2.1 Non-Exclusive License**

The Employer grants the employee a non-exclusive, perpetual license to all works created in the course of his employment. This license includes the right to produce or reproduce all or a substantial part of the work, in any material or virtual form, to publicly represent or to publish all or a substantial part of the work. This right includes, in addition, the right:

- a) to produce, reproduce, represent or publish a translation of the work;
- b) to communicate to the public, by telecommunication, the work;
- c) to present the work to the public during an exhibition;
- d) to reproduce the work in physical or virtual form for inclusion in a portfolio presenting the work of the Employer, for advertising purposes or otherwise reproduce the work in physical or virtual form for inclusion in a portfolio presenting the work of the Employer for advertising or other purposes;
- e) to reproduce the work in material form for the purposes of sale or promotion.

A license granted under the preceding paragraph shall not be interpreted as depriving the Employer of copyright in the works.

The Employer agrees to not grant any license or otherwise assign its copyright of the work covered by this agreement to a third party, including any future employees.

### **32.2.2 Moral Rights**

Moral rights to the work created, including the right to claim authorship and the right to inviolability thereof, continue to belong to the employee and are not waived.

**ARTICLE 33 – DURATION AND NEGOTIATION**

During the period of application of this Agreement, amendments to the clauses of the Convention shall be mutually agreed in writing by both parties.

This Agreement is in effect from September 1, 2017 to August 31, 2020 inclusive and remains in effect from year to year, unless either of the Signatory Parties notify the other in writing of its desire to amend the said Collective Agreement within ninety (90) days before the expiry of the Convention. The other party is required to negotiate the renewal or revision of the Collective Agreement within sixty (60) working days after receipt of this notice or at a later mutually agreed date.

The parties agree that agreements may be concluded in writing between the parties to clarify, modify or add to this Collective Agreement when it is in force. Such letters of agreement will be considered an integral part of this collective agreement.

IN WITNESS WHEREOF the parties signed on the \_\_\_\_\_ in Ottawa, Ontario.

**THE EMPLOYER**

**THE UNION**

Print Name

Print Name

[SIGN]  
Signature

[SIGN]  
Signature

PRESIDENT  
Title

UNION REPRESENTATIVE  
Title

## APPENDIX A – HEALTH AND DENTAL INSURANCE

### **EMPLOYEE LIFE INSURANCE (Option: LVX)**

Level \$25,000 Benefit

### **ACCIDENTAL DEATH & DISMEMBERMENT (Option: LVA)**

Level \$25,000 Benefit

### **EXTENDED HEALTH (Option: V76)**

80% coverage of prescription drugs listed on the ASSURE National Formulary

50% coverage of prescription drugs NOT listed on the ASSURE National Formulary

100% coverage of all other eligible benefits, including Vision

Prescription drug benefits are paid using the ASSURE drug card system and have a \$2,500 / person / calendar year maximum.

### **DENTAL (Option: D21)**

\$0 deductible

80% coverage of Basic services

80% coverage of Endodontic and Periodontal procedures

Benefit Maximum of \$2,000 per person per calendar year



## EXTENDED HEALTH CARE

### General

This plan covers reasonable and customary charges for supplies and services used to treat injury or illness. There is no overall lifetime maximum benefit, but certain types of expenses are subject to limits and conditions. Any benefit maximum applies to a calendar year (January through December).

To receive benefits, employees and dependents must be registered with their provincial health plan. If an employee or dependent is hospitalized before the effective date of this coverage, no benefits are payable for any charges during the hospitalization and coverage will begin the first of the month following the date of discharge.

Each employee's plan has a coinsurance amount which is shown on the *Certificate of Insurance*.

## BENEFITS

### Prescription Drugs

Prescription drug expenses will be handled on a card system. The card is referred to as the Assure Card. The Managed Health Care (MHC) program pays only for prescriptions which are considered the most cost-effective medications, based on Emergis' National Formulary. This list is carefully built and maintained through an independent board of physicians, pharmacists and scientists. These professionals determine which drugs will be included in the formulary, based on the medications' medical and cost effectiveness. As a result, the list includes many less expensive generic alternatives to brand name products. The drug formulary faces constant review to keep it current as new products are introduced. When insureds are covered under the National Formulary, eligible drugs listed are covered according to the coinsurance chosen by the firm. Should an eligible drug not be listed in the Plan's formulary, it will be paid at 50%. The pharmacist can confirm that the medication is listed in the National Formulary before the insured has the prescription filled. This card substitutes generic equivalents to prescription medications wherever possible, but a brand name drug will be covered if the generic is unacceptable. The employee's physician need only specify "No Substitution" on the prescription.

Coverage includes drugs approved in Canada, available only by prescription and administered for medical necessity. Oral contraceptives are considered eligible drugs. Coverage also includes serums, vaccines (not for travel purposes) and injectables which are only available on a reimbursement basis.

All drugs must be prescribed by a physician, surgeon, dentist or dental surgeon or, where legal, by a licensed, certified or registered health practitioner. The drug must be dispensed by a licensed organization or registered pharmacist.

This coverage does not include proprietary or patent medicines, drugs available over-the-counter or off-the-shelf, experimental drugs, vaccines for travel purposes, drugs used in the treatment of infertility and hair loss, dietary or health foods, vitamins, nutritional products, nicotine patches or smoking cessation drugs and programs, and charges for the administration of drugs, serums or vaccines. Prescriptions are limited to a one month supply, except for "maintenance prescriptions" such as oral contraceptives which are limited to a three month supply.

The maximum limit available per person is \$2,500 per calendar year.

### Hospital

This plan pays the additional cost charged by the hospital for a semi-private room over a standard public ward. It will also cover the additional cost of a private room, if the attending physician provides a written recommendation of its medical necessity. Coverage does not include care or treatment for substance abuse.

**Hostel Accommodation**

The plan pays the reasonable and customary charges in the province of residence for the patient's hostel accommodation associated with the hospital performing diagnostic testing or treatment and recommended by a physician up to 180 days. The hostel must be in the province of residence and located more than 60 km from the insured's home.

**Convalescent/Rehabilitation Hospital**

The benefit provides \$30 per day for up to 180 days per confinement for the cost of room and board in a convalescent hospital approved by a province's appropriate hospital authority. The insured must be admitted to the convalescent facility within 14 days of discharge as an in-patient at a hospital.

Coverage excludes nursing homes, homes for the aged and chronically ill, homes for the mentally ill, rest homes, or any place for the care or treatment of substance abusers.

**Ground Ambulance**

This benefit allows charges for licensed ground ambulance service when used to transport an insured person as a result of emergency or in-patient treatment:

- from the place the insured suffers injury or illness to the nearest hospital where adequate treatment is available;
- from one hospital to another;
- from a hospital to the insured's residence when condition of patient warrants it.

Proof of the medical necessity of an ambulance may be required from the attending physician.

**Emergency Air Transportation**

Emergency transportation by a licensed air ambulance is covered to the nearest hospital qualified to provide the necessary treatment when certified as essential by the attending physician to a maximum of \$4,000 per person each calendar year.

**Medical Equipment**

This group plan includes charges for the following to a maximum of \$2,000 per person per calendar year (unless otherwise indicated):

- purchase, but not repair, of a spinal brace (at the discretion of the Insurance Company) or artificial limb or eye where the loss occurs while the individual is insured; replacement is covered only when required because of changes to the insured's body;
- purchase or rental, but not repair or replacement, of a brace (at the discretion of the Insurance Company) for a limb truss or crutch. Braces prescribed solely for athletic purposes are not covered;
- rental, purchase or repair of a wheelchair; rental or purchase of a hospital bed or respirator and oxygen to a lifetime maximum of \$1,000 each (at the discretion of the Insurance Company);
- purchase of colostomy, ileostomy or urethrostomy supplies;
- purchase of one glucometer on the written recommendation of a physician;
- purchase of reagent strips and other eligible diabetic supplies;
- purchase of a breast prosthesis as a result of a total or radical mastectomy performed while the patient is insured, to a maximum of \$200 per person every calendar year;
- purchase of two surgical brassieres each calendar year when required as a result of a total or radical mastectomy;
- purchase of an aerochamber inhaler for a child under 7 years of age;
- purchase of two pair of surgical elastic stockings per year, on the written recommendation of a physician;
- plasma, blood or blood substitutes and their administration;
- purchase of wigs required as a result of chemotherapy or accidental injury to a lifetime maximum of \$1,000 per person;
- rental or purchase of other prescribed, approved, medical equipment up to a lifetime maximum of \$250 per person.



**Orthopaedic Supplies**

Coverage includes:

- \$225 towards the purchase of, but not repair of, one pair of custom designed orthopaedic shoes from a recognized orthopaedic supplier each calendar year. This does not include off-the-shelf, regular stock shoes or shoes for athletic purposes.
- purchase of a custom-made foot orthotic or arch support, to a maximum of \$200 per person per calendar year.

**Hearing Aids**

The plan allows for the purchase and installation of, but not batteries for or repair of, hearing aids on the written recommendation of a physician. The benefit is limited to \$500 per person in any 4 year period.

**Private Duty Nursing**

On the written recommendation of the insured's doctor, charges will be covered for nursing visits in the insured's home. They must be provided by a professional nurse who is not related by blood, or connected by marriage, not a close friend or does not normally reside in the insured's home. Nursing services must be consistent with the insured's diagnosis and treatment of the condition and not primarily for custodial care. A Nursing Care Questionnaire is required and approval is at the discretion of the Insurance Company.

Maximum payment is \$25,000 per insured in any consecutive 24 month period.

**Paramedical Services**

The plan will pay up to a maximum of \$300 per person each calendar year per practitioner listed below provided such practitioner is operating within the scope of his licence. Charges for group sessions are not eligible expenses.

- naturopaths, excluding food supplements or vitamins;
- licensed physiotherapists;
- chiropractors, including one diagnostic x-ray per year;
- practitioners registered in the Christian Science Journal;
- osteopaths;
- podiatrists or chiropodists;
- qualified acupuncturists;
- audiologists;
- registered massage therapists;
- registered dietician (upon written referral from a physician), excluding fees for weight loss programs.

Services of licensed clinical psychologists/social workers and licensed speech therapists are covered up to \$600 per person per calendar year.

All Paramedical Services have a combined annual maximum of \$2,500 per certificate.

Please Note: Where applicable, expenses will not be paid until the insured's expenses exceed the maximums under the provincial health plan. In Ontario, proof that the provincial plan maximum is exhausted will be required.

**Cardiac Rehabilitation**

When prescribed by their attending physician, cardiac patients may participate in a recognized rehabilitation program after a heart attack, bypass surgery, valve replacement or management of angina pectoris. The benefit has a lifetime maximum of \$300 per individual.

**Eye Exams**

Eye exams are covered to \$75 per person when performed by a qualified ophthalmologist or licensed optometrist. Adults are covered for one such exam in any 24 month period while dependent children are covered once in any 12 month period.



### Medical Travel

The benefit will provide up to \$750 per person each 24 months to transport an insured from their normal place of residence to a medical facility (in Canada) for medically necessary treatment under the following conditions:

- The treatment cannot be available in the normal place of residence and must be ordered by a physician;
- The treatment must take place within 60 days from the date of the physician's referral; and
- The round trip distance must be 300 kilometers or more.

Covered expenses include:

- Expenses for the person requiring the treatment and one traveling companion;
- Cost of transport including economy class of a scheduled flight, rail, bus or ferry, or automobile fuel expenses; and
- Cost to accommodate the patient in a commercial facility for up to \$75 per day for a maximum of 5 days either before or after medical treatment. Telephone and meal expenses are not covered.

### Dental Accidents

To a maximum of \$2,000 per person per calendar year, this plan covers the services of a dentist required for the repair and replacement of sound natural teeth injured by an accidental blow to the insured's mouth while insured under this benefit. This coverage does not include damage resulting from an object wittingly or unwittingly placed in the mouth. Treatment must begin or a treatment plan must be sent to the Plan Administrator within 90 days of the injury. No benefits are payable for treatment more than 2 years after the date of the accident. An Accidental Dental claim form must be submitted.

### Out-Of-Province/Out-Of-Country

An insured and eligible dependents including students, who incur charges for emergency medical treatment outside their province of residence, are covered. An individual must be covered under their government health and hospital insurance plans to be eligible for coverage and the individual's provincial health plan must be prepared to pay a portion of any claim. Coverage for an insured and any dependents is based on the age of the certificate holder.

The Plan covers the first:

- 180 days of a trip for certificate holders up to age 65,
- 90 days of a trip for certificate holders age 65 to 69,
- 60 days of a trip for certificate holders age 70 to 74, and
- 30 days of a trip for certificate holders age 75 to 80.

All totally disabled employees who qualify for *Waiver of Premium* under the life insurance benefit will not be covered for any Out-of-Province/Out-of-Country expenses.

The emergency expenses must be reasonable and customary for the area in which they are charged. This plan will pay for eligible expenses that exceed the provincial health insurance plan schedule in the insured's home province. Covered services include:

- semi-private hospital room;
- hospital medical services and supplies;
- physicians' services;
- prescription drugs;
- licensed ground or air ambulance to the **nearest** hospital equipped to provide the required treatment.

In addition to the services listed above, this coverage includes a Voyage Assistance Program. In the event of an emergency, Voyage Assistance must be contacted to access 24-hour multilingual telephone confirmation of coverage and to have access to other covered services. The Voyage Assistance phone numbers are found on the back of your *Certificate of Insurance* wallet card.



Chambers Plan coverage does not pay for elective, non-emergency treatment or surgery, when this service could have been provided in the province of residence of either the employee and any of his dependents without endangering his life or health, even if such service is provided as a result of a sudden illness or an accident requiring emergency treatment, or if the purpose of the trip is to obtain medical services for which either the employee or any of his dependents was advised as necessary, but not readily available in the province of residence.

Claims for hospital and medical expenses incurred while travelling must be submitted to the Plan Administrator. Complete a Travel Health claim form and send it along with itemized receipts for all services received. The insurance company will coordinate payments on your behalf with your provincial government plan. The provincial health plan must be prepared to pay a portion of any claim. All foreign bills must be translated prior to submission. Eligible claims are payable on a reimbursement basis in Canadian currency at the conversion rate in force on the date of the service.

### **Survivors' Benefit**

There is a 24 month extension of coverage for dependents (without payment of premiums, and in accordance with the other provisions of the plan), until the earliest of the following after the death of the insured.

- the end of a 24 month period following the death of the Employee,
- the date on which the spouse remarries,
- the date on which the spouse becomes an employee or dependent under this or any other group plan,
- the date on which the Member Firm is no longer insured under this benefit,
- the date on which this benefit terminates.

### **Vision Care**

The maximum benefit is **\$200** per insured. The maximum applies in any 24 month period for adults, and in any 12 month period for children. Eligible expenses include:

- eye glass frames and/or lenses, including contact lenses;
- replacement of above prescribed as a result of an eye exam by a licensed ophthalmologist or optometrist;
- the cost of laser eye surgery.

The per person benefit applies only to items to be used exclusively by the insured. The coverage is not transferable and does not include:

- any charges for fitting eyeglasses;
- industrial safety glasses, sunglasses or any tinting of glasses;
- charges covered in whole or in part by Workers' Compensation, any other government entity, or any third party;
- the cost of eye examinations which are covered separately under the Extended Health Care benefit.

### **Exclusions and Limitations**

Extended Health benefits are not payable under any of the following circumstances:

- experimental services, treatments or supplies;
- drugs, injections or products for treatment of obesity;
- travel vaccines;
- services or treatment provided by anyone related by blood or marriage or living in the employee's residence (this might come up, for example, if an insured lives with a dentist or pharmacist);
- services, treatment or supplies provided to the employee by the employer;
- services, treatment or supplies not included in the list of eligible expenses;
- expenses as a result of intentionally self-inflicted injuries while sane or insane;
- cosmetic treatment expenses, except as a result of an accidental injury;
- treatment for injuries sustained while committing or attempting to commit a criminal offence;
- expenses for which payment is provided under any Workers' Compensation Act or similar legislation, government plan or any other plan;
- injuries caused directly or indirectly by insurrection and war, participation in a riot or civil disorder;



- personal comfort items and erectile dysfunction drugs/items;
- patent medicines;
- general health exams;
- physicians' fees;
- services, treatment or supplies which the individual received without charge;
- charges for services which are not medically necessary;
- travel time, broken appointments, transportation costs, telephone or other indirect consultations;
- amounts in excess of reasonable and customary charges for the least expensive treatment that is medically appropriate;
- expenses related to temporomandibular joint dysfunction;
- out of province referrals.

### **Coordination of Benefits**

If the employee and their spouse both have group benefits through their respective employers, insurance companies will pay health and dental benefits following a standard procedure.

When the employee is the patient, send the claim to the employee's plan first. When the employee's spouse is the patient, send the claim to the spouse's plan first. When a dependent child is the patient, send the claim to the plan of the parent whose birthday falls earlier in the year. If the first plan does not pay the whole amount, send the explanation of benefits provided by the first plan along with a claim form to the second plan.

In situations where parents are separated/divorced, then the following order for claims submission for children applies:

1. the plan of the parent with custody of the child;
2. the spouse of the parent with custody;
3. the parent not having custody of the child;
4. the spouse of the parent not having custody.

### **Claims**

All claims should be sent to the Plan Administrator and **signed by the employee**. Completed claim forms must be submitted within one year from date of service. Original receipts are required. Upon termination, claims must be submitted within 120 days after the termination date.

### **Termination**

All extended health benefits will cease at the end of the month from date of termination, but no later than the Anniversary Date following the employee's 80th birthday.

*All benefits described here are governed by the Master Contract underwritten by*

*Desjardins Financial Security Life/Assurance Company.*



## DENTAL CARE

### General

Dental benefits paid by the plan are based on the last approved Fee Guide established by the Provincial Dental Association. While they are not required to do so, the majority of dentists charge according to the rates set out in the Fee Guide. If the dentist charges more than the Fee Guide, you are responsible for the excess charges.

The maximum benefit is \$2,000 per person per calendar year (January through December) for all services combined based on reasonable and customary charges (plans for 1 & 2 person firms have a \$2,500 per calendar year family maximum). *Late Entrants* have a maximum benefit of \$250 per person for their first 12 months of coverage.

A deductible is the dollar amount for which the employee is responsible. Each employee's plan deductible and/or coinsurance percentage is on the employee's *Certificate of Insurance*. This amount is applied to eligible expenses incurred each calendar year prior to reimbursement by the plan.

If the employee or dependent needs more than \$500 of treatment at one time, the employee should send the dentist's Treatment Plan, to the Plan Administrator for review by the Insurance Company. The Insurance Company will confirm how much the plan will pay and what the employee's share of the expenses will be, if any. Treatment Plan decisions will not be given verbally over the phone. These Treatment Plans are only valid for 90 days.

### Benefits

Dental services are categorized as **Basic**, **Major** and **Orthodontic** Services. This plan is primarily designed to cover dental expenses that occur most often. Please note that your plan covers **Basic** Services only.

**Basic** services, covered at the coinsurance level shown on the *Certificate of Insurance*, include:

#### *Oral examinations*

- two recall oral exams (check-ups) in any calendar year
- one complete oral exam (exam and medical and dental history) once every three years
- emergency or specific oral exams

#### *X-rays*

- one complete series of periapical films and panoramic film in any 24 month period
- bitewing films and x-rays, excluding duplicate x-rays and x-rays for temporomandibular joint procedures

#### *Laboratory examinations*

#### *Consultations and Special Visits*

- consultations with another dentist
- house or hospital call and after-hours office visit

#### *Preventive*

- one unit of polishing, scaling twice each calendar year
- topical application of fluoride twice each calendar year
- pit and fissure sealants
- space maintainers for missing primary teeth (except when used for orthodontic purposes)

#### *Restorative services*

- amalgam, acrylic, silicate or composite restorations
- duplicate fillings on the same tooth will not be covered within one year
- repair, rebasing and relining of partial or complete dentures, not including the replacement of teeth on a denture
- repair of fixed bridgework

#### *Endodontic*

- treatment of disease of the pulp chamber and canals (root canal therapy)



#### *Periodontal*

- treatment of the soft tissue (gums) and bone supporting the teeth
- additional scaling units above those provided in preventive services, to a reasonable and customary amount

#### *Oral surgery*

- including uncomplicated removal of erupted or impacted teeth or residual roots

#### *Anaesthesia (if performed in conjunction with oral surgery)*

- general anaesthesia
- neuroleptanalgesic
- conscious sedation

### **Survivors' Benefit**

There is a 24 month extension of coverage for dependents (without payment of premiums, and in accordance with the other provisions of the plan), until the earliest of the following after the death of the insured:

- the end of a 24 month period following the death of the employee;
- the date on which the spouse remarries;
- the date on which the spouse becomes an employee or dependent under this or any other group plan;
- the date on which the Member Firm is no longer insured under this benefit;
- the date on which this benefit terminates.

### **Exclusions**

Dental benefits are not payable under any of the following circumstances:

- charges for services not previously listed;
- charges for services that are not reasonable and customary;
- treatment for full mouth reconstruction, vertical dimension correction, occlusion restoration, temporomandibular joint (TMJ) correction or permanent splinting of teeth;
- any dental treatment which is not yet approved by the Canadian Dental Association or which is experimental in nature;
- replacement of lost, stolen or mislaid dentures and appliances;
- oral hygiene instruction, plaque control programs, nutritional counselling, chlorzoin treatment and sterilization of equipment;
- implant expenses or services related to implant procedures;
- non-emergency dental treatment provided outside of Canada;
- treatment for cosmetic purposes, i.e. veneers, bleaching, etc.;
- services or treatment provided by anyone related by blood or marriage or living in the employee's residence (this might come up, for example, if the insured lives with a dentist);
- services, treatment or supplies provided to the employee by the employer;
- expenses as a result of intentional self-inflicted injuries while sane or insane;
- treatment for injuries sustained while committing or attempting to commit a criminal offence;
- expenses for which payment is provided under any Workers' Compensation Act or similar legislation, government plan or any other plan;
- injuries caused directly or indirectly by insurrection and war, participation in a riot or civil disorder;
- services, treatment or supplies which the individual received without charge;
- travel time, broken appointments, transportation costs, charges for completion of claim forms, telephone or other indirect consultations;
- facility fees.

### **Limitations**

Reimbursement will not be made over the suggested charge in the appropriate Fee Guide for the least expensive treatment that will provide a professional result.

Reimbursement of lab fees will be limited to the reasonable and customary charge for such services. Total reimbursement will not exceed 60% of the suggested fee in the appropriate Fee Guide.



### **Coordination of Benefits**

If the employee and their spouse both have group benefits through their respective employers, insurance companies will pay health and dental benefits following a standard procedure.

When the employee is the patient, send the claim to the employee's plan first. When the employee's spouse is the patient, send the claim to the spouse's plan first. When a dependent child is the patient, send the claim to the plan of the parent whose birthday falls earlier in the year. If the first plan does not pay the whole amount, send the explanation of benefits provided by the first plan along with a claim form to the second plan.

In situations where parents are separated/divorced, then the following order for claims submission for children applies:

1. the plan of the parent with custody of the child;
2. the spouse of the parent with custody;
3. the parent not having custody of the child;
4. the spouse of the parent not having custody.

### **Claims**

Completed claim forms must be submitted within one year of the date the expense was incurred. Upon termination, claims must be submitted within 120 days after the termination date. All claims must be sent to the Plan Administrator and **signed by the employee**.

### **Termination**

All dental benefits will cease at the end of the month following the date of termination, but no later than the Anniversary Date following the employee's 80th birthday.

*All benefits described here are governed by the Master Contract underwritten by Desjardins Financial Security Life/Assurance Company.*

## APPENDIX B – MULTI-SECTOR PENSION PLAN

1. In this Article, the terms used shall have the meanings described:

(a) “Plan” means the Multi-Sector Pension Plan

(b) “Applicable Wages” means the basic straight time wages for all hours worked and in addition;

(i) the straight time component of hours worked on a holiday; and

(ii) holiday pay, for the hours not worked; and

(iii) vacation pay; and

(iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and

(v) earnings compensation paid directly by the employer (excluding maternity and parental benefits from Employment Insurance, or benefits from the Quebec Parental Insurance Plan) which allows the employee to receive a payment for hours that have not been worked as a result of pregnancy leave or parental leave.

All other payments, premiums, allowances and similar payments are excluded.

(c) “Eligible Employee” means all employees in the bargaining unit who have completed 500 hours of employment with the employer.

2. Commencing September 1, 2017, each Eligible Employee shall contribute for each pay period an amount equal to 2% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 5% of Applicable Wages to the Plan.

3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the



pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article 4 of the agreement include:

**(a) To be Provided at Plan Commencement**

- date of hire;
- date of birth;
- Social Insurance Number;
- date of first contribution;
- seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit);
- gender.

**(b) To be Provided with each Remittance**

- name;
- Social Insurance Number;
- monthly remittance;
- pensionable earnings;
- year to date contributions;
- employer portion of arrears owing due to error, or late enrolment by the Employer.

**(c) To be Provided Initially and as Status Changes**

- full address;
- termination date where applicable (MM/DD/YY)
- marital status, and any change to marital status;
- date of death (if applicable);

**(d) To be Provided Annually but no later than December 31**

- current complete address listing for all Eligible Employees;
  - period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);
  - period(s) of lay-off, while subject to recall;
  - period(s) of absence for pregnancy or parental leave;
  - period(s) of strike or lockout;
  - other leaves of absence.
  - hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.
5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to.

## **APPENDIX C – JOB DESCRIPTIONS**

All employees of CUPE 2626 serve the Local's members and are directly supervised in their various tasks by members of the Executive Board and Bargaining Committee. While supervisory powers may be granted to members of the Executive Board for specific tasks, the Local's President shall act as a supervisor for all other tasks and labour relations, and as general manager of the staff. Each employee may be asked to undertake tasks related to their duties. Employees will be present in the office during hours of operation, unless their duties require otherwise.

### **Union Coordinator**

The Union Coordinator is generally occupied with internal Union administration and supporting the administrative work of elected officers. Most tasks are thus focused on office administration; outlying tasks, such as liaison duties, are meant to facilitate the administration of the Union by centralizing expertise regarding administration in this coordinator.

#### **Specific tasks**

- a) Assists the Treasurer with financial matters as required.
- b) Assists the Secretary keeping physical records as required.
- c) Assists the President as required.
- d) Assists the Vice-President as required.
- e) All GA preparation, save communications, as requested by officers of the Local\*.
- f) Liaises with CUPE and all other organizations regarding administrative concerns
- g) Coordinates labour relations with the University of Ottawa\*.
- h) Prepares a pre-bargaining document that includes articles of the collective agreement suggested for amendment
- i) Coordinates the bargaining process under the supervision of the chair of the bargaining committee.\*
- j) Supports the administrative work of the chair of the bargaining committee

#### **General Tasks**

- a) Grievance intake (per form)
- b) Aids membership in solving problems as they arise
- c) Aids all Union officers in solving problems in the course of their duties
- d) Triage queries from members concerning the Collective Agreement

### **Legal Support Coordinator**

The Legal Support Coordinator's main function is to support grievances. Working on grievances requires research; other research duties enhance this coordinator's ability to advise the Grievance Committee and officers.

## **Specific tasks**

- a) Coordinates all grievances
- b) Is Clerk of the Grievance Committee
- c) Meets with potential grievors
- d) Assists in interviewing members involved in grievances
- e) Aids and assists CUPE National Representatives in the Arbitration process
- f) Prepares paperwork and strategies for grievance meetings with the employer and grievance committee meetings
- g) Attends meetings of the grievance committee and reports to the grievance committee
- h) Represents grievors in meetings with the employer and in mediation/ arbitration
- i) Supports the work of the chair of the bargaining committee
- j) Researches industry standards in areas such as salary, benefits (medical, etc.), general leave, travel, contract law and language, job descriptions, wage relationships, labour legislation

## **General Tasks**

- a) Grievance intake (per form)
- b) Aids membership in solving problems as they arise
- c) Aids all Union officers in solving problems in the course of their duties
- d) Triage queries from members concerning the Collective Agreement

## **Communications Coordinator**

The Communications Coordinator assists with external communications, general communications, visual work and tech-related work.

## **Specific tasks**

- a) Prepares all circular letters to membership in conjunction with the Liaison Officer and the President.\*
- b) Initial point of contact for press-related concerns and requests for media-related information; triage of requests and contact in this regard.\*
- c) Creates and coordinates visual material for the Union, such as posters, fliers, etc., as required.\*
- d) Creates and coordinates video material for the Union, as required.\*
- e) Creates and coordinates publicity material for the Union.\*
- f) Creates and coordinates document templates for the Union with the Secretary.
- g) Assists Officers with correspondence upon request.\*
- h) Liaises with CUPE and all other labour organizations on all matters save administrative concerns.
- i) Assists the President of Assembly and the Chair of Bargaining Committee with Referenda ballots and for various votes such as Strikes, etc.
- j) Prepares all GA-related communications.
- k) Assists the Secretary in organizing Google Drive, liaising with the Union Coordinator as necessary.

l) Translates all documents upon request

**General Tasks**

- a) Grievance intake (per form)
- b) Aids membership in solving problems as they arise
- c) Aids all Union officers in solving problems in the course of their duties
- d) Supports the work of the Chair of the Bargaining Committee
- e) Triage queries from members concerning the Collective Agreement

*\*Tasks with an asterisk are duties that often require the Employee to be outside of the office during hours of operation, or to work outside of hours of operation.*