

COLLECTIVE AGREEMENT

- Between -

SCGM MANAGEMENT

- and -

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES UNION, LOCAL 343**

EFFECTIVE OCTOBER 1, 2022 - SEPTEMBER 30, 2024

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AGREEMENT

THIS AGREEMENT entered into as of ~~the 24th~~ day of April, 2023

BETWEEN:

SCGM MANAGEMENT
(hereinafter referred to as the "Employer")

- and -

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 343
(hereinafter referred to as the "Union")

NOW THEREFORE IT IS AGREED by and between the parties hereto:

ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the sole collective bargaining agent for all its office, technical and clerical employees, save and except:

- (a) Office manager, Ottawa Office Administrator, Assistant Office Manager, IT Manager and Account Manager and persons exercising managerial and confidential functions as it relates to labour relations;
- (b) lawyers;
- (c) law students;
- (d) law clerks.

1.02 This agreement shall not apply to:

- (a) persons hired to replace employees on leave;
- (b) persons hired for a specific project of defined duration;
- (c) agency personnel;
- (d) persons hired to fill a vacancy while another employee is working through the familiarization period for a posted position;
- (e) other persons as may be agreed upon between the parties.

1.03 The Union, the employee and the Employer will be consulted on the terms and conditions of employment of all persons before they commence their employment including those persons referred to herein.

1.04 Management Rights

The Union recognizes that it is the function of the Employer to:

- (a) Hire, direct, classify, promote, discharge, lay off and suspend or otherwise discipline employees, provided that a claim that an employee who has completed their probationary period has been discharged or disciplined without just cause may be the subject of a grievance and dealt with in accordance with the grievance and arbitration procedures hereinafter described;
- (b) Establish and enforce reasonable rules and regulations to be observed by employees.
- (c) None of the rights herein will be exercised in a manner that is inconsistent with the express right of the collective agreement.

ARTICLE 2 - UNION SECURITY

- 2.01 Any employee for whom the Union is exclusive bargaining agent under Article 1.01 shall be required to join the Union upon hiring, as a condition of employment. When interviewing job applicants, the Employer shall inform them of this requirement.
- 2.02 If the Employer decides to retain a temporary or agency employee, as defined in Article 1.02, the Employer and the Union shall consult upon terms and conditions of employment, and the employee shall thereupon become a member of the bargaining unit. The probationary period as set out in Articles 3.04 and 3.05 shall immediately commence unless the parties agree otherwise. Temporary or agency employees may not be used for longer than 18 months, but that period may be extended on agreement of the parties. Upon completion of the probationary period, the employee's seniority shall be established as the date of hire.
- 2.03 All employees who are members of the Union on the effective date of this agreement or who subsequently become members, must remain members in good standing in the Union during the term of this agreement as a condition of continued employment.
- 2.04 All employees who are not members of the Union shall become members of the Union on the effective date of this agreement and must remain members in good standing in the Union during the term of this agreement as a condition of continued employment.
- 2.05 The Employer agrees to deduct Union dues from the wages of each employee. The Employer agrees to forward such dues to the office of the Union monthly.

The Employer agrees to supply the Union with a list of all employees on whose behalf such deductions are made. The list shall also include deletions and additions from the previous month, addresses, telephone numbers, resignations,

terminations and the names of employees on unpaid leaves.

- 2.06 The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the Articles dealing with Union security and dues check-off. The Employer agrees that a Union Steward will be given an opportunity to hold an orientation meeting with each new employee during working hours, without loss of pay for one (1) hour, sometime during the first thirty (30) days of employment, for the purpose of acquainting the new employee with the benefits and duties of Union membership. The Employer will provide a private setting for this interview.
- 2.07 The Union may hold meetings on the Employer's premises providing permission has been obtained from the Employer. Such permission shall not be unreasonably denied.
- 2.08 The Employer shall recognize the following Union representatives for the purpose of dealing with Union business as follows:

Two (2) stewards who shall comprise the grievance committee. The negotiating committee shall be comprised of one (1) steward and one (1) elected member of the bargaining unit.

An employee management committee comprised of two (2) bargaining unit members and two (2) management representatives.

The employee management committee shall meet quarterly or at such other times as may be mutually agreed upon by the Union and the Employer to discuss matters of mutual concern. The date and time shall be agreed upon. The Union will prepare and distribute the agenda of the matters which it wishes to discuss. It is understood that grievances and negotiated changes to the collective agreement shall not be discussed at the employee management committee.

- 2.09 The Union will provide to the Employer a list detailing the names of employees on these committees. The lists will be regularly updated as changes occur, and the updated lists will be provided to the Employer.

ARTICLE 3 - SENIORITY AND PROMOTIONS, LAY OFF AND RECALL

- 3.01 Seniority shall be accumulated on the basis of length of service with the Employer in the bargaining unit and shall be accorded to each employee at the completion of the probationary period of one hundred and eighty (180) days, effective from the first day of employment. When an employee is in the service of the Employer but is not in the bargaining unit, seniority shall be frozen until such time as the employee again commences service in the bargaining unit, except as provided herein.

- 3.02 Seniority for part-time employees will be pro-rated based on the number of months the employee works part-time in a calendar year. Part-time is defined as any employee regularly working less than 20 hours per week.
- 3.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and the accumulated seniority for part time employees. Such records shall be provided to the shop steward on October 1st of each year.
- 3.04 Employment of employees may be terminated at any time during the first one hundred and eighty (180) days of their employment with the Employer without any recourse whatsoever. During the one hundred and eighty (180) day probationary period, such employee shall be entitled to all rights and privileges provided by this agreement except with regard to discharge, including the right to notice under Article 10.04. The Employer agrees to discuss the discharge of a probationary employee with the Union but such discussion shall not be considered as part of the grievance procedure, it being agreed that such employees are not subject to the just cause provisions of this agreement.
- 3.05 (a) Where an employee bumps or has been bumped or transfers to another position in the same area of law, or the same department, they shall have a familiarization period of ninety (90) days.
- (b) Where an employee bumps or has been bumped or transfers to another position in a different area of law, or a different department, that will require the employee to be trained, training and assistance will be provided over a period of ninety (90) days. The employee shall be given up to six (6) months to demonstrate they are capable of performing the essential functions of the job. The training and assistance referred to in this article will be equivalent to the training and assistance normally provided to new employees.
- (c) An employee who has bumped or been bumped into a new position, but who is unable to perform the essential functions of the position, may exercise their seniority to bump into another position. An employee who has transferred into a new position, but who is unable to perform the essential functions of the position, may return to their former position, if it still exists.
- (d) In the event of a reorganization that involves one or more secretaries, the Employer agrees to meet with the Union in advance of the reassignments to discuss any concerns or consider any alternative suggestions.
- 3.06 Seniority shall be considered broken when an employee:
- (a) voluntarily leaves the service of the Employer;
- (b) is discharged in accordance with Article 10;
- (c) is laid off for a period in excess of two (2) years; or

- (d) falls to report for work for 10. (ten) consecutive business days without prior approval or explanation.

An employee may be deemed terminated due to sickness or disability if they have been absent for more than twenty-four (24) months. Benefits for such employee will continue for an additional twelve (12) months.

If an employee severs their employment relationship with the employer and is subsequently rehired within three (3) months, the employee will be credited with previously earned seniority. If necessary, the employee must also reapply for health care benefits and provide evidence of insurability. An employee who is rehired after three (3) months will be considered a new hire.

- 3.07 In the event that the Employer determines that it is necessary to reduce the number of persons within the bargaining unit, the Employer agrees to consult with the Union in determining the work affected and the number of persons to be reduced.
- 3.08 Prior to identifying any individual for lay off, the Employer shall consult with the Union to ascertain whether any employee in the bargaining unit wishes to leave the employ of the Employer. Any person who wishes to leave shall be entitled to the provisions of Articles 3.13, 3.14 and 3.15, as well as any other entitlement under the collective agreement.
- 3.09 It is agreed that, having regard to the nature of the Employer's business, the Employer is entitled to consider such factors as the area of practice in which an employee has worked, as well as whether the employee has the appropriate skills, experience and abilities to perform the available work.
- 3.10 The Employer shall identify the person(s) it proposes to lay off after having first considered seniority together with the factors set out in Article 3.09. The Employer agrees that it shall, if practicable, identify the person(s) with the lowest seniority for lay off. The Employer shall consult fully with the Union prior to identifying the person(s) it proposes to lay off and shall provide the Union with a full explanation for its decision.
- 3.11 Employees bumping into a non-secretarial position shall be paid no less than the highest salary being paid in a non-secretarial position. Secretaries who bump into another secretarial position shall maintain their salary. Employees may bump to another office providing there is no expense to the Employer.
- 3.12 An employee who has been notified of lay off may either accept the lay off or seek to displace any employee with less seniority. The less senior employee shall be displaced if the two employees are relatively equal having regard to Article 3.09 above.
- 3.13 The Employer agrees to provide an employee identified for lay off with at least eight (8) weeks' notice prior to the effective date of lay off. The Employer and the employee may agree that the employee may take pay in lieu of some or all of the

period of notice. In addition, an employee shall be entitled to four (4) weeks' pay on lay off in addition to the (eight) 8 weeks' notice or lieu pay.

- 3.14 An employee will be granted reasonable assistance from the Employer in searching for alternate employment (i.e. time off with pay to attend job interviews) in the event the employee accepts the layoff. Subject to Article 3.13, if the employee finds employment and must start their new job prior to the final lay off date, such employee shall have the option of remaining on the recall list for a period of two (2) years from the last day of work.
- 3.15 The Employer shall continue to pay for all benefits provided for in the collective agreement with the exception of long-term disability insurance, to a person who has been laid off for the first twelve (12) months following the lay off or until such time as the person obtains permanent employment with benefits, whichever is shorter. A person on lay off shall not be entitled to sick pay, vacation or holiday pay during the period of lay off. The seniority status of an employee who is laid off shall be retained and shall continue to accumulate during this time.
- 3.16 A person on layoff shall be entitled to be recalled for a period of two (2) years following the layoff. The order of recall shall be determined on the basis of Article 3.09 above. The Employer shall recall the person by registered mail to their last known address. The employee shall have ten (10) calendar days to advise the Employer of their intention to return to work. The employee shall have a further five (5) days, after acceptance of the offer, to return to work.
- 3.17 An employee who has been recalled to employment shall not be entitled to the four (4) weeks' pay set out in Article 3.13 on any subsequent lay off unless the employee has worked a minimum of one year following the last date of return to work.
- 3.18 (a) The Employer will not hire any new employees on a temporary (unless the temporary assignment is less than three weeks in duration) or permanent basis to fill a vacant position if there is an employee on layoff who has retained seniority and has the ability to perform the available work on the basis of Article 3.09;
- (b) Notwithstanding Article 3.16, where an employee is given an opportunity to be recalled for a temporary assignment, the employee has seventy-two (72) hours to accept the Employer's offer of recall. A recall notice will be sent to the employee's last known personal email address, and by courier to the employee's last known home address. The employee must communicate their acceptance of a temporary assignment to the Office Manager or their designate. If the employee's health care benefits have expired during lay off, extended health care, dental, travel insurance and EAP benefits will be reinstated for the period of the temporary assignment where it is anticipated that the temporary assignment will last longer than sixty (60) days, subject to the provisions of the insurance policy.

- 3.19 When a vacancy occurs in an existing position, or when a new position is created, the Employer shall post the position in each of its offices for a period of 3 working days.

Employees who wish to apply for the posted position are required to submit their applications for consideration to the Office Manager or designate in the time prescribed in the posting. When a position is posted by the Employer, and the commencement of the position is delayed beyond six (6) months, the Employer will post the position again to receive any new applications from employees who may have commenced their employment since the original posting occurred.

An employee may make a written request to transfer. Such request may be specific or generic in nature. The request shall be effective upon receipt by the Employer and shall remain in effect for one (1) year and may be renewed by the employee. A request made in this manner will be considered if the employee is absent when the position is posted..

- 3.20 (a) The Employer retains the right to select a successful applicant for any position, and may utilize reasonable testing appropriate for making that determination.
- (b) Employees who have been successful in posting for a position which is paid at a higher rate than their previous position will not receive any increase in salary until the familiarization period is completed. When an Employee successfully passes the familiarization period, the employee will be paid on the basis of the new rate retroactive to the commencement of the familiarization period.
- 3.21 Relocation expenses may not be reimbursed by the Employer if an employee successfully bids and is awarded a position which would require relocating.
- 3.22 A new employee who is currently on probation and undergoing training is prevented from posting for the new position for the duration of their probationary period.
- 3.23 (a) The Employer will provide a copy of the job posting to the Union on or before the day of the posting.
- (b) The Employer will provide the Union with the name of the successful candidate.

ARTICLE 4 - TIME OFF AND LEAVE OF ABSENCE

- 4.01 Employees returning from a leave of absence under Article 4 or time off with pay shall return to their former position at the rate of salary for that position unless that position has been discontinued or permanently filled, in which case the employee shall be given a comparable position. Seniority shall be frozen for an employee on such leave of absence, unless otherwise specified.

4.02 Pregnancy/Parental Leave Benefit

The Employer will grant a leave of absence without pay, except as described in Article 4.03, and without loss of benefits for a period of 17 weeks, or in accordance with applicable legislation for pregnancy leave. If the baby is hospitalized, then the 17 week limit can be extended for every week the child is hospitalized, or in accordance with applicable legislation. The Employer will grant parental leave to either biological or adoptive parents caring for a new-born or adoptive child (up to the age of 4) to a maximum of 61 weeks or 63 weeks, or in accordance with applicable legislation. In both instances, seniority and service shall continue to accrue. However, paid vacation will be subject to the guidelines prescribed by the *Employment Standards Act, 2000*.

4.03 An employee who is on pregnancy/parental leave shall receive the following Supplemental Employee Benefits ("top-up"):

- (a) For the 17-week pregnancy leave period, the top-up will be paid in an amount equivalent to the difference between the sum of the weekly E.I. benefits the employee has received and any other earnings received by the employee, and 93% of the actual weekly rate of pay received on the last day worked prior to the commencement of the pregnancy leave. Such period shall include any E.I. waiting period.
- (b) For the first 12 weeks of parental leave, the top-up will be paid in an amount equivalent to 60% of the difference between the sum of the weekly E.I. benefits the employee has received and any other earnings received by the employee, and the actual weekly rate of pay received on the last day worked prior to the commencement of the parental leave.
- (c) If the employee becomes entitled to a wage increase at any time subsequent to the commencement of the pregnancy/parental leave, the top-up will be calculated based on the new salary rate, but the difference will be paid when the employee returns to work.
- (d) Any employee eligible to receive the top-up shall provide the Office Manager with a copy of the first and last E.I. deposit documentation received from Employment Insurance.
- (e) Employees are required to provide the Office Manager or their designate with at least four (4) weeks' written notice of their date of return from pregnancy and/or parental leave.
- (f) Upon return from a pregnancy and/or parental leave, the employee shall be placed in their former position. If the former position no longer exists, the employee shall be placed in a position of equal rate of pay to that of the former position.

- (g) The pregnancy and parental leave top-ups under this article shall be calculated on the basis of a 12-month leave or such shorter period of time actually taken. The E.I. calculations shall be based on a 12-month leave even where a longer E.I. approved leave is taken (e.g., an 18-month leave).
- (h) Where an employee does not return to work for the firm for a period of at least 4 months following their pregnancy and/or parental leave, the employee may be required to repay the firm all or part of the top-up benefit paid during their leave. The repayment requirement will be at the sole discretion of the Employer and may be taken into consideration in calculating any outstanding vacation pay, pay in lieu, or any other payment which may be owing to the employee upon their cessation of employment.

4.04 Jury and Witness Duty

An employee who is summoned for and performs jury service, as prescribed by applicable law, will provide a copy of the summons to the Employer before the jury duty is scheduled to begin. The employee shall be paid an amount equal to the difference between the straight time wages the employee otherwise would have earned (not including travel allowance or reimbursement of expenses) on each day of jury duty and the daily jury duty fee paid by the court for each work day on which they perform jury service and on which they otherwise would have been scheduled to work. During this period, the employee shall continue to receive benefits and to accumulate seniority. Upon being released from jury service, the employee will immediately notify the Employer regarding their return to work. The employee will request and provide to the Employer a Certificate of Juror's Attendance.

- 4.05 An employee who is subpoenaed as a witness, as prescribed by applicable law, in a court proceeding other than one in which they are a plaintiff or defendant, will provide the Employer with a copy of the subpoena before the court proceeding is scheduled to be heard. The employee shall be paid an amount equal to the difference between the straight time wages they would otherwise have earned (not including travel allowance or reimbursement of expenses) on each day they are required in court and any witness fee paid to them for each workday on which they are required in court and on which they would otherwise have been scheduled to work. During this period, the employee shall continue to receive benefits and to accumulate seniority. Upon being excused by the court, the employee will immediately notify the Employer regarding their return to work.

4.06 Bereavement

An employee is entitled to leave of absence with pay and benefits, and with continued accumulation of seniority for the following days and circumstances:

- (a) ten days for spouse or child;
- (b) five days for parent, current spouse's parent, step children, step parent;

- (c) three days for sibling or siblings' spouse, grandparent, grandchild or step child's parent;
- (d) one day for the purposes of attending funeral or a memorial service (or equivalent) for uncles, aunts, cousins, nephews, nieces;
- (e) the employee will be required to provide details of the deceased's relationship for the purpose of record-keeping.
- (f) Notwithstanding the above, employees will be granted flexibility to distribute their bereavement leave entitlement.

4.07 Additional time may be granted for out-of-town funerals.

4.08 An employee may request approval from the Office Manager or their designate for further paid bereavement leave, which approval shall be looked at on an individual basis, and such approval shall not be unreasonably withheld. Employees shall not be required to use vacation and sick leave time before approval of such further paid bereavement leave.

4.09 Additional time will not be unreasonably withheld for the purposes of grief counselling for employees who have lost a family member listed under Article 4.06 (a), (b), (c) and (d) above.

4.10 An employee is entitled to take no more than one day for the purpose of attending funeral or memorial services. Such leave shall not be granted more than three times per calendar year.

4.11 Union Business

- (a) Employees will be granted time off with full pay to attend negotiations, grievance or arbitration sessions between the Employer and the Union.
- (b) Where the Union plans a membership meeting on the Employer's premises and during regular work hours, the Union will provide advance notice to the Employer that all members will be absent to attend such membership meeting.
- (c) Union representatives will also be granted reasonable time off with pay to attend to Union business.
- (d) Time off without pay shall be granted to an elected or appointed representative of the Union to attend conventions of the Union, conventions of bodies to which the Union is affiliated, and for such other purposes, both on or off work premises, to a maximum of twenty-five (25) days per year, and the Employer will allow further time at its discretion.
- (e) Seniority shall be maintained and continue to accumulate in all of the above circumstances.

- (f) Where time off is granted without pay, the Employer agrees to pay the employee and bill the Union for the applicable amount based on a formula agreed to between the Employer and the Union, and as amended from time to time.
- (g) Upon request and reasonable notice, an employee shall be given leave without pay for up to two (2) years if elected to any office or position of the Canadian Office & Professional Employees Union, one of its locals, the Canadian Labour Congress, the Ontario Federation of Labour or other organizations to which the Union is affiliated. The employee shall provide four (4) weeks' notice of their intention to return to work.

4.12 Notwithstanding the above, employees may request unpaid leave for secondment to the Union for a period of one (1) month or more, and such approval shall not be unreasonably withheld. In the event the unpaid leave for secondment is longer than four (4) months, the employee's vacation and sick leave entitlements will be pro-rated according to the number of months of service in that calendar year (January to December). In such cases, the limitations set out in Article 4.11 shall not apply. Seniority shall be maintained and continue to accumulate in the case of Union secondments.

4.13 Medical/Dental

At its discretion, the Employer may grant time off for medical, dental or urgent personal or family business up to a maximum of twenty (20) hours per year.

The Employer will allow further time at its discretion.

- (a) Any time off over two and one half (2½) hours and under three and one quarter (3¼) hours may be deducted as one half (½) day sick leave at the discretion of the Employer.
- (b) A request for medical and dental absences must be submitted through the Employer's attendance software and approved by the Office Manager or their designate prior to the absence being taken.

The Employer will allow further time for medical, dental, or urgent personal or family business leave at its discretion. Where an employee has exceeded the allotted twenty (20) hours of leave during the year, the employee must make-up any additional time taken. Such time is to be made up within two (2) weeks of the absence occurring, and must be approved in advance by the Office Manager or their designate.

4.14 During summer hour months identified in Article 5.08, the granting of time off for medical dental or other health-related or personal business appointments on Fridays will be suspended, except in an emergency, proof of which may be required.

4.15 Personal Leave

The Employer may grant personal leave of absence without pay up to one (1) year at its discretion. Benefits will be paid for any such leave of less than one (1) month duration. Seniority shall be frozen until the employee returns to work. Vacation and sick leave entitlements will be pro-rated according to the number of months of full-time service in that calendar year (January to December).

4.16 Employment Standards Leaves

Employees are entitled to all leaves set out under Part XIV of the *Employment Standards Act, 2000*, except to the extent the collective agreement provides for a greater right or benefit. If granted, a leave under the Act will be without pay except as otherwise provided by the Act. Seniority and service shall continue to accumulate during the leave of absence.

- (a) For any leave of one (1) year or less under this article, the employee shall be reinstated to their former position, unless that position has been discontinued, in which case they shall be given a comparable job.
- (b) The Employer shall continue to pay its share of the benefit premiums in Article 14 for the leaves set out above, unless the employee notifies the Employer in writing that they do not wish to participate in the benefits plans during their leave of absence.

4.17 The Employer recognizes that employees may experience violence or abuse in their personal lives which may impact their work performance and attendance. The firm is committed to supporting and accommodating employees in such circumstances and will work with an employee and/or the Union to do so.

ARTICLE 5 - HOURS

5.01 The work week shall be a total of thirty-two and one-half (32.5) hours per week Monday to Friday inclusive. Each employee is entitled to one (1) hour for lunch, (not to be taken at the beginning or the end of the day without prior notification and consent of the Office Manager or their designate), and a total one-half (½) hour in rest periods (not to be taken in conjunction with lunch hour or at the beginning or end of the day without prior notification and consent of the Office Manager or their designate). Such time off is not to be included in total hours worked. Particulars for offices or departments as follows:

(a) TORONTO

Each employee shall start daily at 8:45 am and shall leave at 4:45 pm. With consent of the Office Manager or their designate, employees may arrange with the lawyers they report to, a change in the employees' regular work hours. However, employees must be present for the Employer's core work hours of 9:30 am to 4:00 pm.

(b) OTTAWA

Each employee shall start daily at 9:00 am and shall leave at 5:00 pm. With consent of the Office Administrator or their designate, employees may arrange, with the lawyers they report to, a change in the employees' regular work hours. However, employees must be present for the Employer's core work hours of 9:30 am to 4:00 pm.

5.02 The minimum amount of overtime which can be paid is 1/2 hours within any payroll period.

5.03 (a) In Toronto, if an employee anticipates reporting late to work by more than ten (10) minutes, the employee must telephone Reception as soon as possible. If the employee is unable to reach the receptionist, the employee must leave a detailed voicemail in the Employer's general voicemail box. If it is impossible to telephone, the employee will email reception and the Office Manager, as soon as possible.

(b) In Ottawa, if an employee anticipates reporting late to work by more than 10 (ten) minutes, the employee must telephone the Ottawa Office Administrator or their designate as soon as possible. If the employee is unable to reach the Ottawa Office Administrator, the employee must leave a detailed voicemail in the Employer's general voicemail box. If it is impossible to telephone, the employee will email the Ottawa Office Administrator as soon as possible.

(c) Upon arriving at work, the employee must provide the Office Manager or the Ottawa Office Administrator, as the case may be, with a proposal to make-up the time. Employees will generally be expected to make up such time on the same day. In extraordinary circumstances, the Employer may waive the requirement that the time be made up.

5.04 If approved in advance, all time worked outside of regularly scheduled office hours shall be paid at the rate of 1.5 times the employee's hourly rate of pay. The Employer agrees to pay 2.0 times the employee's hourly rate of pay on weekdays where an employee works past 11:00 p.m. Absent exceptional circumstances, employees are also required to submit overtime claim forms to the Office Manager no later than 2 weeks after the overtime was worked, and the overtime forms must bear the signature of the supervisor who authorized the employee's overtime.

5.05 Employees called to work on a day which is not a regularly scheduled work day shall be paid a minimum of 4 hours' pay at the appropriate premium rate.

5.06 Overtime shall

(a) be voluntary, except during emergencies:

- (b) be granted first to the person whose job the overtime pertains to, where practicable; second to the person most suitable to the work requested; then down the seniority list. Same day overtime requests received after 4:00 p.m. will go to the first available and qualified bargaining unit member. During summer hours, same day overtime requests received after 2 p.m. will go to the first available and qualified bargaining unit member.
- (c) Not be granted to persons outside the bargaining unit unless no bargaining unit Employee is available to perform the overtime.
- (d) An employee who works overtime on Saturdays, Sundays and holidays (holidays as specified in Article 6.01) shall be paid double the employee's hourly rate. With the exception of overtime worked over a December holiday closure, employees who opt to work for lieu time instead of overtime pay are entitled to be reimbursed at straight time, are required to take the lieu time within two (2) weeks of the overtime being worked, and are required to provide the Office Manager and their designate with the date the lieu time will be taken. Employees who work during the December holiday closure and wish to take lieu time instead of overtime pay, can take the lieu time at any time during the following calendar year, subject to normal vacation request and approval procedures.
- (e) Where the Employer requires overtime to be worked for more than one (1) consecutive day in the reception or office facilities department, such overtime shall be assigned on an equal basis amongst those volunteering for the overtime.

5.07 Employees required to work two (2) hours or more overtime in any day shall be provided with an \$18.00 meal allowance by the Employer and transportation to place of residence or parking and mileage allowance (at the rate set by the Employer, and the same rate used to reimburse lawyers), if the latter does not exceed the cost of cab transportation. If the employee uses cab transportation, the employee must use the Employer's authorized cab account. If the overtime falls on a Saturday, Sunday or statutory holiday, the employee shall be entitled to receive an \$20.00 meal allowance if such employee is required to work four (4) hours or more, and an additional \$20.00 meal allowance after another five (5) hours of work, and transportation to place of residence or parking, and mileage allowance as specified above. If an employee is requested to report to work one hour or more prior to their normal starting time, the Employer may authorize the payment of transportation costs for such employee where it would otherwise not be reasonably convenient for the employee to report for work at the requested time. The meal allowances will be provided to employees in their regular pay.

5.08 Commencing on the Friday before the Victoria Day weekend, and ending on the Friday before the Labour Day weekend:

- (a) with the exception of the Toronto Library Clerk/Receptionist, office hours for all bargaining unit members will be 9:00 a.m. to 3:00 p.m.;

- (b) the Toronto Library Clerk/Receptionist will work 8:30 a.m. to 2:30 p.m.;
- (c) the Toronto office overtime will be from 3:00 pm to 5:15 p.m.;
- (d) the Ottawa office overtime will be from 3:00 pm to 5:00 p.m.;
- (e) the Union will arrange reception overtime and any employee required to work after 3:00 p.m. on a Friday will be paid overtime at the applicable rate; and
- (f) with the exception of conflict-segregated employees, employees will be provided with the opportunity to bid for Friday overtime before early closures begin in accordance with Appendix D.

ARTICLE 6 - PAID HOLIDAYS

6.01 Employees shall be paid for the following holidays:

New Year's Day	Canada Day	December 24
Good Friday	Civic Holiday	December 25
Easter Monday	Labour Day	December 26
Victoria Day	Thanksgiving Day	December 31
Family Day (3 rd Monday in February)		

And one (1) lieu day for each employee to be taken on a mutually agreed to date, such lieu day not to be taken by more than one (1) employee at a time unless agreed to in advance by the Employer.

- 6.02 The Employer may, from time to time, determine to close the office on other days and, in so doing, will also determine the services that will continue to be made available. The Employer shall cover those services through a volunteer process. However, if the Employer cannot adequately cover those services through the identification of volunteers, the Employer will apply the provisions of Article 5.06. An employee shall be paid time and a half for all days worked when the Employer has determined to close the office.
- 6.03 If any of the paid holidays mentioned in Article 6.01 above falls on an employee's previously scheduled day off, the employee shall receive a day's pay or an alternate day off with pay to be taken at a mutually convenient time selected by the Employer and employee, at the option of the employee. When choosing the option of an alternate day off, such time shall be taken as soon as possible and cannot be accumulated.
- 6.04 Reasonable time off will be granted to those employees who wish to attend local Remembrance Day services without infringing on the employee's lunch hour.

Employees are required to make arrangements first with their immediate supervisor, followed by the submission of a time off request through the attendance software.

- 6.05 Should the Employer decided to institute an on-call system for coverage on paid holidays, it shall meet with the Union to discuss the decision prior to implementation.

ARTICLE 7 - VACATIONS

- 7.01 In the first year, vacations are pro-rated according to the number of months of service in that calendar year (January - December).

- (a) Vacations are then accorded to employees as follows, and in accordance with the vacation policies:

- (i) Before the fifth (5th) year of service - Three (3) weeks with pay at any time during each calendar year.
- (ii) In the fifth (5th) year of service - Four (4) weeks with pay at any time during that calendar year in which the anniversary falls, and each subsequent calendar year.
- (iii) In the tenth (10th) year of service - Five (5) weeks with pay at any time during that calendar year in which the anniversary falls, and each subsequent year.
- (iv) In the twenty-fifth (25th) year of service - Six (6) weeks with pay at any time during that calendar year in which the anniversary falls, and each subsequent year.

- (b) Vacations are not to be taken at one time unless agreed to between the Employer and employee.

- (c) Any employee absent from work for more than 4 weeks for any reason (apart from vacation) will have their vacation entitlement pro-rated for that calendar year.

- 7.02 A maximum of two (2) weeks' vacation time from a previous calendar year may be carried over, provided such time is taken by March 31st of the following year. If such time is not taken by March 31st, the employee's entitlement will be reduced to the standards established under the *Employment Standards Act, 2000* and the employee's remaining vacation allowance, if any, will be paid out.

- 7.03 Employees may take their vacation in single days or half days, provided that these times are arranged by mutual agreement with the Employer. A half day worked will consist of 3¼ hours.

- 7.04 Vacations shall be scheduled in accordance with the vacation policy which is attached as Appendix "A".
- 7.05 An employee whose employment is terminated shall be paid pro-rated vacation pay.
- 7.06 Where an employee has taken more vacation time than they are entitled to take in any given calendar year, the situation shall be addressed as follows:
- (a) their vacation entitlement in the subsequent year will be reduced accordingly;
 - (b) where the employee leaves employment, any regular or severance payment owing shall be reduced accordingly.

Any unused vacation time entitlement earned in a calendar year shall be paid to the employee upon termination, together with any severance pay owed.

- 7.07 (a) No later than February 1 in each calendar year, secretarial staff are required to provide (and to keep current throughout the calendar year) a copy of their secretarial duty list. Employees who do not email an updated list to the Office Manager and their designate will be unable to exercise their seniority rights to bid for summer vacation under the vacation policy (Appendix A) until the duty list is provided.
- (b) Throughout the calendar year, secretarial staff are required to provide complete details of their supervising lawyers' vacation, sabbatical and/or extended absence information to the Office Manager.
- 7.08 Where an employee qualifies for bereavement leave during their period of vacation, there shall be no deduction from vacation credits for such absence.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

- 8.01 In the event of a dispute with respect to the interpretation of this agreement, which cannot be resolved through informal discussions between the parties, the grieving party must file a grievance in writing within 30 calendar days of the dispute arising.
- 8.02 The Employer and the Union shall meet to discuss the grievance with a view to resolving the matter within fifteen (15) days of the filing of the grievance or at a mutually agreed upon date. The Union may have the assistance of a representative of the Union at this meeting. The Employer shall render its written decision within ten (10) days of the meeting.
- 8.03 If the representatives of the parties are unable to agree, the grievance may be submitted to arbitration within fifteen (15) calendar days. It shall be submitted to an arbitrator mutually agreed upon by both parties. The decision of the arbitrator shall be final and binding on both parties. If the parties cannot agree on an

arbitrator, the appointment shall be in accordance with Section 49 of the *Labour Relations Act*.

The compensation of the arbitrator shall be borne equally by the Employer and the Union.

- 8.04 The arbitrator shall have the right to direct compensation to the Employer or to the employee as may be just and reasonable in all the circumstances.
- 8.05 The arbitrator does not have the power to alter, amend, add to, subtract from, or modify the terms of the collective agreement.

ARTICLE 9 - SICK LEAVE AND PERSONAL LEAVE/EMERGENCY LEAVE

- 9.01 An employee is entitled to 15 working days, non-cumulative, in each calendar year as follows:

- (a) Twelve (12) days for sick leave for which the Employer may request a medical certificate after three (3) consecutive days of absence. However, the Employer reserves the right to ask an employee for a medical certificate from a qualified medical practitioner whenever it suspects the sick leave benefit is being abused. Sick days may be applied to cover absences related to ill dependent children, parents and grandparents. If the Employer requires the Employee to obtain a medical certificate, the Employer shall pay the full and reasonable cost of the certificate upon submission of a receipt of payment.
- (b) Three (3) days for family or personal business. These days may be used as sick days but may not be used for or in conjunction with vacation days.
- (c) Payment of unused sick leave/personal leave days shall be based on one-half (1/2) of the unused leave in each year. However:
 - (i) if an employee has used more than their allowance under this article, they will have the following year's allowance reduced accordingly;
 - (ii) If an employee who has used more than their allowance under this article has left employment, any regular or severance pay owing will be reduced accordingly; and
 - (iii) an employee who leaves employment without having used all of their allowance under this article will be paid sick leave on a pro-rata basis.

- 9.02 In the event of a major or serious illness in which an employee is away from work for more than the fifteen (15) days sick/personal leave allowed, the Employer will have the discretion to grant a further fifteen (15) days sick leave with full pay and without loss of benefits only in the event of such major or serious illness, unless

coverage is provided by the short-term disability insurer. All unused vacation days will be used prior to the granting of any additional sick leave, unless otherwise agreed upon between the Union and the Employer. Any additional sick leave granted to an employee is not eligible for payout identified by Article 9.01.

- 9.03 Notwithstanding the provisions of Article 3.06, an employee who has been offered and declined an accommodated position at a lower rate of pay shall be placed on a leave of absence for a period of two (2) years (unless another suitable position becomes available). However the medical benefits shall be discontinued 12 months following the commencement of this leave.
- 9.04 Should the Employer schedule a meeting with an employee to discuss absence, the employee may request to have a Union representative present. Such requests shall not be unreasonably denied.

ARTICLE 10 - DISCHARGE AND DISCIPLINARY ACTION

- 10.01 The Employer shall not impose discharge or disciplinary penalties which are unreasonable or unjust.
- 10.02 In the event of a claim that an employee has been discharged or disciplined unjustly or unreasonably, the claim shall be subject to the Grievance and Arbitration procedure provided in Article 8.
- 10.03 The Employer shall notify the Union Representative prior to any disciplinary action being taken against an employee and prior to discharging an employee.
- 10.04 The Union Representative shall be entitled to be present at any meeting between the Employer and employee which could affect the employment relationship. Only the employee may request that the Union Representative not be present at such meeting. The Employer shall advise the Union Steward of the purpose and subject of the meeting one (1) working day in advance of the meeting.
- 10.05 Except in the case of dismissal for cause, employees will be given notice in accordance with the *Employment Standards Act, 2000*, or pay in lieu thereof.
- 10.06 The Employer agrees that wherever possible employees and the Union shall be notified at least one (1) full working day in advance of any interview of a disciplinary or investigative nature and to indicate:
- (a) the employee's right to be accompanied by a Union representative;
 - (b) the purpose of the meeting, including whether it involves the employee's personnel record;
 - (c) that if the employee's personnel record is to be considered during the interview, the employee and/or the Union representative shall have access

to the personnel record before the meeting to the file in accordance with this Article.

- 10.07 No disciplinary report of any kind shall be placed in the file of an employee unless said report has been signed by the employee or a Union steward. A copy of the disciplinary report shall be provided to the employee and the Union steward within seven (7) days of the disciplinary report being prepared. If the employee or the Union steward refuse to sign a disciplinary report acknowledging receipt of the report, the report may be placed in the file with an explanation as to the reason for such refusal.
- 10.08 An employee's record will be automatically cleared of disciplinary measures after eighteen (18) months. An employee has the right to examine their personnel record upon request, provided one duly authorized representative of the Employer is present. A Union steward may examine the record on behalf of an employee provided they have written authorization from that employee to do so and provided one duly authorized representative of the Employer is present.
- 10.09 Upon termination of employment, the employee will advise the Employer whether or not a reference is to be given, and by whom.

ARTICLE 11 - STRIKES OR LOCKOUTS

- 11.01 There shall be no strikes on the part of the Union nor lockouts on the part of the Employer during the lifetime of this agreement. This section shall not be construed as prohibiting members from respecting picket lines authorized by the Union concerned.

ARTICLE 12 - HEALTH AND SAFETY

- 12.01 The Employer shall make all reasonable provisions for the safety and health of employees up to the standards provided by law, including informing employees of any situation relating to their work which may endanger their health and safety as soon as it learns of the situation.
- 12.02 The Employer and the Union agree to form two joint health and safety committees as follows:
- (i) In the Toronto office, the joint health and safety committee will be comprised of four representatives, two from the Union and two from Management.
 - (ii) In the Ottawa office, the joint health and safety committee will be comprised of two representatives, one from the Union and one from Management.

The composition of the committees may be adjusted if required by the *Occupational Health and Safety Act*.

- 12.03 The purpose of the joint health and safety committees is to identify and consider routine and emergent workplace health and safety matters and make recommendations to the Employer. The Union may also, from time to time, bring to the attention of the Employer suggestions concerning health and safety in the workplace or suggestions for improvements in the conditions of work. A joint health and safety committee or the Union may also suggest topics for training or orientation.
- 12.04 The Employer shall make best efforts to provide office-appropriate PPE to employees required to work in the office during a pandemic or public health crisis.

ARTICLE 13 - UNION LABEL

All typewritten mimeographed, dittoed work in the office of the Employer will bear the "Local 343, Canadian Office and Professional Employees Union" label if such work was performed by a member of the Union, provided such label shall not be attached to official court documents nor any commercial documents.

ARTICLE 14 - BENEFITS

14.01 The Employer will pay on behalf of employees the full premiums for:

- i) semi-private hospital coverage;
- ii) extended health care plan;
- iii) paramedical services up to the indicated maximum per insured person per calendar year as follows:

1.	Psychologist, psychotherapist, social worker	\$1700
2.	Chiropractor	\$800
3.	Osteopath	\$800
4.	Podiatrist/Chiropodist	\$800
5.	Naturopath	\$400
6.	Massage Therapist	\$800
7.	Speech Therapist	\$800
8.	Physiotherapy, occupational therapy	\$1500
- iii) travel insurance;
- iv) dental coverage at a two (2) year lag for Ontario Dentists' Association Schedule of Fees (ODA schedule changes to be effective January 1 in each year), Major Restorative Services Rider;
- v) short-term and long-term disability plan;
- vi) life insurance valued at three (3) times employees' annual salary (to a cap

of \$250,000 unless the employee satisfies the carrier that they qualify for greater coverage) and dependent life insurance (\$10,000 for spouse and \$2,000 for each child); and

vii) Employee Assistance Program

- 14.02 Extended health coverage will extend to employees up to the age of 70, or as defined in the policy of insurance. Benefit coverage for a "spouse" includes persons of the same sex.
- 14.03 Should the Employer, during the course of this agreement, deem it necessary to source quotes from other medical insurance providers, the Employer may do so provided there is not a decrease in the level of benefits as currently provided by its current medical insurance provider. No changes will be made to health care coverage without first consulting with the Union.
- 14.04 If an employee is required to cancel a dental or medical appointment without sufficient notice as a result of the Employer requiring the employee to work at such time, then the Employer will pay any cancellation fee that may arise as a result thereof.
- 14.05 Subject to the provisions of the applicable insurance policy, the Employer will give all employees who retire between the ages of 60 and 68 the option of maintaining the health and welfare benefits set out in Article 14.01 for a period of up to 24 months from the date of retirement, provided the employee pays 50% of the premiums for such benefits.
- 14.06 The Employer shall pay, for any active employee who has passed probation, \$1,000 per year towards membership in a health club, the purchase of fitness equipment, or fitness classes. The employee shall submit a receipt to the Office Manager verifying their membership in the health club, on or before December 1 of the current year.

ARTICLE 15 - WAGES

- 15.01 Wages shall be paid weekly or bi-weekly, at the Employer's option. In order to uphold the principles of confidentiality and privacy, the Union and the Employer agree not to list individual employee wages in the collective agreement. The parties further agree:
- (a) All employees shall receive a three and a half percent (3.5%) wage increase effective October 1, 2022; and
 - (b) All employees shall receive a further three and one quarter percent (3.25%) wage increase effective October 1, 2023

15.02 The Employer and Union are also prepared to discuss the development of Job Descriptions, and amendments to Job Descriptions as is necessary from time to time.

15.03 The Employer is prepared to discuss with the Union, during the course of this agreement, the practicality of implementing a wage grid. If the parties can agree on the grid, it will be implemented on a date to be agreed by the parties.

ARTICLE 16 - REGISTERED RETIREMENT SAVINGS PLAN ("RRSP")

16.01 After an employee has successfully passed their probationary period:

- (a) The Employer and employee may begin contributing to the employee's RRSP. The Employer will contribute eight percent (8%) of an employee's bi-weekly base salary, and the employee shall contribute four percent (4%) of their bi-weekly base salary, into an RRSP created for the employee.
- (b) The employee has the option of participating in the RRSP starting immediately upon completion of the probationary period. However, as a condition of employment, the employee must participate in the group RRSP upon their second anniversary date of employment.
- (c) The Union and the employee understand and acknowledge that the RRSP group financial advisor has an obligation to communicate with the Employer should the employee request to withdraw any or all of the RRSP contributions made by the Employer and/or employee.
- (d) Once the Employer and the employee have commenced contributions into the employee's RRSP, the employee may be subject to termination should the employee remove any or all of the RRSP contributions.

16.02 Payments are to be made bi-monthly.

16.03 Employer RSP contribution will not occur in situations where:

- (a) an employee is laid off;
- (b) an employee has been terminated but is paid a salary continuance for the notice period;
- (c) pregnancy leave, unless requested by employee and employee also agrees to continue to contribute their 4% contribution;
- (d) an employee is on unpaid leave of absence, short-term disability or long-term disability;
- (e) an employee is being paid severance bonus.

- 16.04 Employees who are age 60 or older prior to retiring may request, and the Employer may agree, to reduce their hours of work when transitioning into retirement. Any such request should be communicated by email to the Office Manager.

ARTICLE 17 - TECHNOLOGICAL CHANGE

- 17.01 In the event of technological changes, such as the introduction of office machinery which may displace an employee, the Employer agrees to offer any employment created by such change to qualified employees whenever possible before hiring additional staff.
- 17.02 The Employer also agrees to allow employees to take a training program if they wish employment in these new positions if employment is created by such a change.
- 17.03 The rates of any new jobs created in this manner shall be subject to the provisions of Article 15.
- 17.04 The parties do hereby agree to adhere to the following with respect to video display terminals (VDTs):
- (a) Any employee working on a VDT shall be entitled to work away from the terminal ten (10) minutes in each hour to be worked.
 - (b) Any employee required to work on a VDT and who reports eye strain as a result of VDT use, shall have an eye examination that will establish the actual state of health of the eye. The doctor's report shall be given to the employee and shall become the employee's possession. To be eligible for this benefit the employee must first pass the initial probationary period.
 - (c) Upon the provision of receipts to the Employer, the Employer shall pay up to one hundred dollars (\$100.00) once every (2) two years for the eye examination, provided it is not already covered by the Employer's insurance and welfare plan or by another insurance and welfare plan. To be eligible for this benefit the employee must first pass the initial probationary period.
 - (d) Upon the provision of receipts to the Employer, the Employer shall pay up to six hundred dollars (\$600.00) once every two (2) years for eyeglasses or contact lenses required for the employee to work on VDT's provided they are not already covered by the insurance and welfare plan or by another insurance and welfare plan. To be eligible for this benefit the employee must first pass the initial probationary period.
- 17.05 The Employer is committed to keeping employees' skills up-to-date and marketable. However, if an employee desires training, from an external source, and which training or course will enhance their performance and functionality in the Employer's workplace, prior to taking the course, the employee may make

application to the Office Manager to have the Employer reimburse the expense upon the following conditions:

- (a) receive advance approval for reimbursement;
- (b) provide specific information concerning the content of the training and its relationship to work performance;
- (c) provide supporting evidence that the employee has attended a minimum of 70% of the training; and
- (d) provide supporting evidence that the employee has attained a grade of 65% in the course or the passing grade, whichever is higher.

ARTICLE 18 - SEVERANCE

18.01 Bonus

Employees with less than five (5) years' service shall receive a bonus in December of not less than one (1) week's full pay. Payment shall be on a pro-rata basis for the first year. Employees with more than five (5) years' service shall receive two (2) weeks' full pay in December. Bonus payments will be temporarily suspended for any employees owing monies to the firm for invoices issued to them for personal charges and which are more than six (6) months old from the date the bonus is to be paid. Bonus payments will be reinstated once the accounts receivable has been cleared.

18.02 Severance - Employees shall receive severance pay (determined by the employee's anniversary date) as follows, except in cases of discharge for cause:

2 - 4 years of service:	1 week's severance pay
5-9 years of service:	3 weeks' severance pay
10-14 years of service:	7 weeks' severance pay
15 or more years of service:	15 weeks' severance pay.

Employees hired after February 10, 2023 shall receive severance pay (determined by the employee's anniversary date) in the amounts listed above, except in cases of discharge for just cause or voluntary resignation. "Voluntary resignation" for purposes of this article does not include retirement.

An employee who has been permanently laid off shall forfeit their recall rights upon payment of severance pay. Severance pay shall be calculated using the rate of pay received by the employee in their last week of work.

Where an employee does not provide the employer with two (2) weeks written/working notice of resignation, the employee will forfeit their severance

payment, except in extenuating circumstances.

18.03 The above payments are to be made only to employees who have been in the employ of the firm for a period of two years as determined by the employee's anniversary date. Such payments will then reflect an employee's total service with the firm. If any amounts are owed to the firm for invoices issued to them for personal charges, such severance payments will be reduced for the total amount owed by the employee.

18.04 Severance is not payable if an employee severs employment with the firm within 12 months of returning from a pregnancy/parental leave under Article 4.03.

18.05 A deceased employee's estate shall be paid severance pay as set out in article 18.01.

ARTICLE 19 - TERMINATION OF AGREEMENT

19.01 This agreement shall remain in effect from October 1, 2022 to September 30, 2024 and thereafter shall be automatically renewed every three (3) years, or from year to year, as the case may be, unless within ninety (90) days of the expiration date of the termination of any yearly period thereafter, either party shall serve upon the other written notice of its desire to make a change therein specifying such changes. Within one (1) month of receipt of notice, the parties shall meet to negotiate renewal of this agreement.

ARTICLE 20 - STAFFING AND EVALUATIONS

20.01 Performance evaluations will be done on not less than a bi-annual basis, and the method and scope of such review to be clearly identified for remedial, educational, communicative and developmental purposes only, and not to be used for disciplinary purposes or other purposes that adversely affect employees. If disciplinary measures are to be taken at the time of an evaluation, such disciplinary measure shall be in accordance with Article 10 of this Agreement. The Employer will consult with the Union in developing the evaluation process.

20.02 Should the Employer decide to increase an assistant's pairing beyond two lawyers, the Employer will consult with the Union and provide its reasons prior to making the change.

ARTICLE 21 - NO DISCRIMINATION

21.01 The Employer and the Union agree that there shall be no discrimination or harassment exercised or practised with respect to any employee, and the parties to this Agreement will adhere to the Ontario *Human Rights Code*. Employees may process complaints under this clause through the grievance procedure or through the Employer's anti-harassment policy.

21.02 The Employer recognizes its responsibility and commitment to a harassment and violence free workplace and agrees to comply with the provisions of the *Occupational Health and Safety Act* and *The Accessibility for Ontarians with Disabilities Act, 2005*.

21.03 Workplace harassment means engaging in a course of vexatious comment or conduct against a worker that is known or ought reasonably to be known to be unwelcome.

(a) Workplace violence means:

- (i) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- (ii) An attempt to exercise physical force against workers, in a workplace that could cause physical injury to the worker;
- (iii) a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

21.04 Cases of personal harassment or violence shall be eligible to be processed as grievances. Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

21.05 The Employer and the Union recognize their joint duty to accommodate disabled employees in accordance with *Ontario Human Rights Code*.

DATED at Toronto, this 19th day April of 2023.

Signed on behalf of SCGM
Management

Vanessa Payne
[Signature]
[Signature]

Signed on behalf of Canadian
Office and Professional Employees
Union Local 343

[Signature]
[Signature]
[Signature]

APPENDIX "A"

VACATION REQUEST POLICY

1. All vacation requests must be approved by the supervisor or lawyer/supervisor before submission to the Office Manager or their designate (TORONTO) or the Office Administrator or their designate (OTTAWA).
2. Requests for vacation which are not between June 1 and September 15 in any given year will continue to be made in the same manner as they have been in the past and will be granted on a first come, first served basis, subject to the maximum numbers of persons allowed on vacation, which is set out below.
3. Requests for vacation which are between June 1 and September 15 in any given year will be granted based on seniority. The requests must be emailed to the Office Manager or Office Administrator provide for an automatic method to date and time stamp the request. Anyone who is interested in bidding for vacation during the June 1 to September 15 period is requested to provide their bid as follows:

TORONTO: Bids may be submitted between January 1 and February 15 of the same year. After February 15, all requests will be sorted by seniority and assigned. If there are too many staff who request the same vacation time, the junior employees will be advised as soon as possible in order that they can select other dates for consideration. This may require additional sorting following the submission of the second request in order to ensure that the principle of seniority is followed, insofar as possible in the process. The Employer will make every effort to respond to vacation requests as soon as possible (likely the first week of March).

OTTAWA: Bids may be submitted between January 1 and March 15 of the same year. After March 15, all requests will be sorted by seniority and assigned. If there are too many staff who request the same vacation time, the junior employees will be advised as soon as possible in order that they can select other dates for consideration. This may require additional sorting following the submission of the second request in order to ensure that the principle of seniority is followed insofar as possible in the process. In the event a second round of bidding is necessary, the Employer will make every effort to respond to vacation requests as soon as possible (likely the first week of April).

4. Maximum number of support staff off at any one time is determined as follows:

Toronto Secretarial staff – six (6) (including those individuals reporting directly to lawyers) and seven (7) on Fridays during July and August and up to the Friday before Labour Day;

Toronto Office Facilities staff - 1

Toronto Administrative staff will be operating under different vacation guidelines to cover for vacationing administrative staff and will not be included in this bidding process.

Toronto Reception/Office Clerk – 1

Toronto Accounting staff:

- (b) During the months of January and February, the Accounts Receivable/Data Entry Clerk will not be scheduled to take vacation;
 - (c) During the months of February and March, the Accounts Payables Clerk will not be scheduled to take vacation;
 - (d) During the months of December and January, the Billing/Receivable Clerk and the Billing Clerk will not be scheduled to take vacation;
 - (e) At any other time of the year, the Accounts Receivable and Accounts Payables Clerk cannot be absent at the same time;
 - (f) At any other time of the year, the Billings/Receivable Clerk and the Billings Clerk cannot be absent at the same time.
 - (g) Notwithstanding the above, the Employer may grant an employee's request for vacation during a prohibited period subject to operational needs. Such requests shall not be unreasonably denied.
5. Ottawa Staff – Only one (1) support staff can take vacation on any given day. Depending on the staffing requirements of the office, the Office Manager may approve two (2) support staff to be on vacation.
 6. Maximum number of consecutive weeks' vacation is being limited to three weeks during the June 1 to September 15 period, which may be consecutive. Staff will be able to request additional vacation during this period if there are still weeks available after the bidding process has been concluded.
 7. Special requests for unique vacation bids in advance of the normal bidding period for the months of June 1 to September 15 will not be available. However, approval for an extension of the length of vacation during the June 1 to September 15 period may be considered and granted at the discretion of the Employer after consultations with the necessary individuals.
 8. After the initial vacation bidding process for the period of June 1 to September 15 has been completed and vacation time requested has been confirmed with each Employee (as per paragraph 3 above), the Employer will post such granted vacation time on a centrally posted vacation calendar. The calendar will not be updated respecting any changes, additions or cancellations to employees' vacation time after the initial vacation confirmations have occurred.

APPENDIX "B"

The parties agree that the Letter of Understanding with respect to final work product and the practice concerning final work product is no longer in effect in order to enable the Employer to introduce technological improvements to the workplace. However, it is recognized that it is desirable for final work product to be produced by bargaining unit persons where practicable or consistent with work needs. The parties will meet on an ongoing basis during the term of this Agreement to develop a policy with respect to the relationship between increased computer technology and bargaining unit work.

APPENDIX "C"

APPENDIX "D"

OVERTIME DURING EMPLOYER CLOSURES

The union has developed the following protocol for the assignment of overtime during holiday closures. The parties agree that this protocol will be administered by the Union and that information necessary for the administration will be provided by the Employer. The Employer will not be responsible to compensate any employee who has not been offered overtime due to an error by the Union in the administration of the protocol. Following any holiday closure, the Union will provide to the Employer any updated holiday coverage list.

TORONTO

Holiday Coverage

1. In all cases of collective agreement/paid holidays or other days the Employer determines to close the office, except summer reception hours, reception will first be covered by non-secretarial staff, and secretaries will cover secretarial positions. Non-secretary volunteers may bid for reception coverage first. If there are no volunteers, secretaries may then volunteer for reception. If still no volunteers exist, the lowest non-secretary employee will be chosen from the "holiday coverage list" to cover reception.
2. The holiday coverage seniority list is a list to track who has performed coverage. The Union Steward will maintain the holiday coverage seniority lists: (a) one for Easter (b) one for Christmas; and (c) one for reception summer hours. The Easter list will be used on other days that the Employer decides to close the office.
3. Volunteers will be awarded coverage by seniority (highest to lowest). Volunteers will be moved to the top of the holiday coverage list for that holiday, but may volunteer as many times as they like. Christmas coverage will be divided equally where possible amongst all volunteers.
4. Volunteers or chosen employees for ½ day coverage at Christmas will have to provide another ½ or full day coverage before moving to the top of the holiday coverage list.
5. When there are no volunteers, employees will be chosen for coverage by seniority (lowest to highest), not having to repeat until every employee has performed a turn, whether volunteer or otherwise. (If an employee, whose turn it is cannot provide coverage, it is their responsibility to find another volunteer. They will remain on the bottom of the holiday coverage list.).
6. Reception summer hours will be offered to all union staff in rounds. Each volunteer will be given one first choice day by highest seniority in the first round if possible,

until all days are covered, employees may bid on any remaining days in round two, three etc. Any remaining days not covered by volunteers will be covered using the holiday coverage list.

OTTAWA

1. Receptionist always has first choice to cover their own job.
2. The holiday coverage list is a seniority list to track who has performed coverage. The Union Steward will maintain the holiday coverage list, one for Easter, one for Christmas and one for reception summer hours. The Easter list will be used on other days the Employer decides to close the office.
3. Volunteers will be awarded coverage by seniority (highest to lowest). Volunteers will be moved to the top of the holiday coverage list for that holiday, but may volunteer as many times as they like. Christmas coverage will be divided equally where possible amongst all volunteers.
4. When there are no volunteers, employees will be chosen for coverage by seniority (lowest to highest), not having to repeat until every employee has performed a turn, whether volunteer or otherwise. (If an employee whose turn it is cannot provide coverage, it is their responsibility to find another volunteer. They will remain on the bottom of the holiday coverage list.

CHRISTMAS AND EASTER COVERAGE:

1. When insufficient volunteers exist during the Christmas/Easter holidays, coverage will be assigned by the lowest two persons on the holidays coverage lists, dividing the time as equally as possible. Volunteers or chosen employees for ½ day coverage at Christmas will have to provide another ½ or full day coverage before moving to the top of the holiday coverage list. If volunteer(s) only provide partial coverage at Christmas, the lowest seniority employee or employees on the holiday coverage list will divide the remaining days equally.
2. If more than one volunteer for any particular time/day, the volunteer with highest seniority will be awarded the overtime. Staff may volunteer every year. If staff volunteer one year, that same staff member goes to the top of the holiday coverage list in the following year.

SUMMER RECEPTION:

1. Summer reception will be divided equally among all employees. When the number of days are unequal, the employee(s) with the lowest seniority will cover those days, and then in the following years the employee with the next lowest seniority will cover extra days. The days will be chosen in rounds, from the highest seniority person on the holiday coverage list to the lowest. The employee who had first (1st)

choice will go to the bottom of the list in the next year. New employees will be placed below current employees on the list.

This is just a guideline, and coverage may not be able to be scheduled evenly each year. Employees will work with the union steward to arrange the schedules in the fairest manner. It is not possible to evenly divide coverage every year, or to take into account every situation. Employees may need to provide coverage out of turn.

LETTER OF UNDERSTANDING

Notwithstanding any language to the contrary in Article 14, the Employer agrees that Employees will be covered by the short term disability plan until the Employee reaches the age of seventy (70) years old

Dated this 19th day of April, 2023

For the Employer

Vanessa Payne

[Signature]

[Signature]

For the Union

[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING #2

The Employer agrees to meet with the Union to discuss work-from-home arrangements within six months or prior to any change to the current work-from-home schedule, whichever comes first.

Dated this 19th day of April, 2023

For the Employer

Vanessa Payne

[Signature]

[Signature]

For the Union

[Signature]

[Signature]

[Signature]