

# **Collective Agreement**

BETWEEN

**TORONTO METROPOLITAN STUDENTS' UNION**  
(hereinafter referred to as "The Employer")

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1281**  
(hereinafter referred to as "The Union")

## **UNIT ONE**

**February 1, 2024  
to January 31, 2027**

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# **Article 1:**

## **DEFINITIONS**

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### **1.01 TMSU (Toronto Metropolitan Students' Union)**

Toronto Metropolitan Students' Union, formerly the Ryerson Students' Union, at Toronto Metropolitan University as defined by its letters patent and by-laws.

### **1.02 EMPLOYER**

The Board of Directors of the Toronto Metropolitan Students' Union at Toronto Metropolitan University, and the individual(s) appointed as Management to represent them and to manage the affairs of the organization as defined in Article 3. The Employer shall designate members of Management to represent it in labour relations.

### **1.03 UNION**

The Canadian Union of Public Employees, Local 1281.

### **1.04 EMPLOYEES**

#### **a) Full-time Employee**

Any employee who has been hired for a permanent position of forty (40) hours per week and who is not a short-term contract or long-term contract employee.

#### **b) Short-Term Contract Employee**

Employees hired to perform duties of a short-term nature on a contract of four months or less. It is recognized that the Employer may, from time to time, require short-term contract employees to supplement the regular operations of the Employer or immediately fill a vacant bargaining unit position. These employees are not considered to be a part of the bargaining unit.

#### **c) Long-Term Contract Employee**

Employees hired on a contract of greater than four months, up to a maximum of fifty-two (52) weeks. It is recognized that the Employer may, from time to time, require long-term contract employees to fill a vacant position when a regular employee is on leave. These employees are deemed to be a member of the bargaining unit and shall receive all the benefits and protection of this Collective Agreement and, further, such hiring must be done in accordance with the provisions of this Agreement. Long-Term Contract Employees may be extended with the written agreement of the Union. Such agreement shall not be unreasonably withheld by the Union.

### **1.05 SPOUSE**

A person of any gender whom an employee is married, or with whom an employee is living in a common-law relationship. For the purposes of conferring rights and benefits of this collective agreement, a common law relationship shall be defined as six (6) months or more of co-habitation.

### **1.06 DEPENDENT**

A spouse, child, other person defined in the Income Tax Act of Canada for whom an employee holds primary responsibility for providing care and ensuring their health and

well-being. Dependent eligibility will be determined on a yearly basis, as per the Income Tax Act of Canada.

**1.07 IN WRITING**

For the purposes of this agreement the term “in writing” shall refer to a hard-copy letter drafted on company or union letterhead, which may be delivered by fax or other means. This shall include electronic mail only when a hard-copy letter drafted on company or union letterhead, delivered by fax or other means, is also delivered, and only when the other party has acknowledged receipt.

**1.08 DEFINITION**

Where the word “day” is reflected in the document it will mean normal business day.

**1.09 FLEX TIME**

Flexible working arrangements are designed to allow greater scope to maximize working patterns to meet the needs of the staff and Toronto Metropolitan Students’ Union. It means a work schedule where an employee works standard hours of work, but not in the standard schedule for the workplace. If employees must be at work at certain times or peak periods of the day due to operational requirements, the Employer will establish core hours which must be covered.

## **Article 2:**

### **PURPOSE OF THIS AGREEMENT**

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#### **2.01 PURPOSE**

The purpose of this Collective Agreement is to promote the mutual interest of the Employer and its Employees and to provide for the operation of the Employer's business under conditions which will further the welfare of Employees, economy of operations, and quality and quantity of work.

#### **2.02 SCOPE**

This Agreement will establish and maintain rates of pay and other forms of remuneration, other working conditions and conditions of employment, and provide appropriate procedures for the resolution of grievances and problems during the term of the Agreement. Both parties will make every effort to settle issues at the initial levels through constructive consultation and discussion.

#### **2.03 CO-OPERATION**

It is recognized by this Agreement that it is the duty of the Employer and the Employees to co- operate fully, individually and collectively for the advancement of the conditions defined above and to further the interests of TMSU's members.

## **Article 3:**

### **MANAGEMENT RIGHTS**

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#### **3.01 MANAGEMENT**

The Union recognizes and acknowledges that the Employer shall appoint Management, who will act as the Employer's representative to the Union and Employees. The Management individuals appointed by the Employer shall be the Union's point of contact for all purposes of this Agreement, except where otherwise explicitly provided herein.

#### **3.02 MANAGEMENT'S EXCLUSIVE FUNCTION**

The Union acknowledges that it is the exclusive function of the Employer to manage the operations in which the Employer is engaged. The Employer will provide this in a manner that is not arbitrary, discriminatory or in bad faith, and without restricting the generality of the foregoing, to:

- (a) Maintain order, discipline and efficiency, amongst its Employees;
- (b) Make, alter, and enforce from time-to-time reasonable rules, regulations and policies to be observed by its Employees, and before altering any such rules it will consult with the Union and provide them an opportunity of making representations regarding such proposed changes.
- (c) Hire, direct, promote, retire, evaluate, reclassify, transfer, layoff, suspend, discipline or discharge for just cause any Employee;
- (d) Determine the nature, type, and scope of operations and services to be operated, the methodology of extending these services, the kinds and locations of offices, operations and services to be utilized, the control of such operations and the extension, limitation, curtailment or cessation of the same and to determine, and in the interests of efficient operations, the standard of service for each and to provide the necessary resources to achieve such standards.

#### **3.03 CONSISTENCY**

It is hereby agreed that these functions will be exercised in a manner consistent with and subject to the provisions of this Agreement in a manner that is fair and equitable.

## **Article 4:**

### **RECOGNITION**

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#### **4.01 RECOGNITION**

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all its Employees, including long-term contract employees, as defined by Article 7, located at Toronto, Ontario, save and except Employees who exercise managerial functions, persons regularly employed for twenty-four (24) hours a week or less, short-term contract employees, those hired as Summer Student Employees, as defined by Article 7.06, and persons who hold office by virtue of election by the students of Toronto Metropolitan University or by virtue of their appointment to the office by the Board of Directors of the Toronto Metropolitan Students' Union.

#### **4.02 UNIT STEWARD**

From time to time, the Union shall appoint a Unit Steward, who has been elected by and from the members of the bargaining unit as defined in Article 4.01, to represent them to the Employer, in a manner that is consistent with the terms of this Agreement, and is not arbitrary, discriminatory or in bad faith. The Unit Steward shall be assumed to be the Employer's point of contact for all purposes of this Agreement, except where otherwise provided.

#### **4.03 AUTHORITY**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Agreement.

## **Article 5:**

### **HEALTHY WORK ENVIRONMENT**

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#### **5.01 DISCRIMINATION**

The Employer agrees that there will be no discrimination, interference, restriction, bullying, harassment, or coercion exercised or practiced with respect to any Employee by reason of age; race; creed; colour; place of origin; ethnic origin; citizenship; ancestry; native language; political or religious affiliation, beliefs or activities; gender identity or expression; sexual orientation; class; marital status; family status; parental status; number of dependents; place of residence; Acquired Immune Deficiency Syndrome (AIDS), positive Human Immune Deficiency Virus (HIV) test; disability or perceived disability; Union membership or activity; record of offences except where it relates to a bona fide qualification because of the nature of employment; nor by reason of the exercise of any of the rights contained in this Agreement. In respect of the above, every Employee has a right to equal treatment with respect to all aspects of employment including, but not restricted to, the distribution of work and opportunity for employment.

#### **5.02 LEGISLATION**

The Union and the Employer agree to observe the provisions of the Ontario Human Rights Code and the Ontario Occupational Health and Safety Act as well as other municipal provincial or federal laws, by-laws and regulations which apply to the Employer's operations. The Union and the Employer agree to observe and act in accordance with the Employer's policies and procedures as adopted from time to time. The Employees and the Employer agree to act in accordance with those provisions of Toronto Metropolitan University's policies and procedures that have been adopted and/or accepted by the Employer and the Union and which are applicable to the Employer's operation.

#### **5.03 TESTS**

No Employee or applicant for employment will be required to submit to a blood test, lie detector test, or any other test for illness or drug dependency.

#### **5.04 NO HARASSMENT**

Harassment is a form of discrimination and includes all forms of harassment, including but not limited to sexual harassment, gender harassment, racial/ethnic harassment, ageism, personal harassment, harassment on the basis of sexual orientation and harassment on the basis of a disability. The Union and the Employer agree that there will be no forms of harassment exercised or practiced with respect to any Employee or any applicant seeking to become an Employee.

With respect to the above, harassment will be defined as:

- (a) Any improper behaviour which is offensive to any Employee and which that one knows or ought reasonably to have known would be inappropriate or unwelcome; or,
- (b) Objectionable conduct, comment or display made on either a one-time or continuous basis that demeans, offends, intimidates, belittles or causes personal humiliation or embarrassment to an Employee; or,



- (c) Unwanted attention of a sexually oriented nature; or
- (d) Implied or expressed promise of reward for complying with a sexually oriented request; or
- (e) Implied or expressed threat of reprisal, actual reprisal or the denial of opportunity for the refusal to comply with a sexually oriented request; or
- (f) Remarks or behaviour which may reasonably be perceived to create a negative working environment.
- (g) Offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demeans and belittles an individual(s) and/or causes personal humiliation.

#### **5.05 HARASSMENT FROM BOARD MEMBERS**

Harassment from a member of the Board of Directors shall be defined as complaints not related to work performance, any offensive comment and/or action which demeans an individual or causes personal humiliation.

#### **5.06 PERFORMANCE REVIEWS**

The Parties acknowledge that any performance reviews and evaluations will be addressed by management in an individual meeting with the employee.

#### **5.07 AFFIRMATIVE ACTION**

Nothing under Article 5 will be construed as a barrier to the formulation or implementation of any affirmative action plan mutually agreed upon by the Union and the Employer.

#### **5.08 PERSONAL SERVICES**

The rules, regulations and requirements of employment will be limited to matters pertaining to the work requirements of each Employee. Employees are not required to do personal services that are not connected with the operation of the Employer.

#### **5.09 DENIAL OF SERVICE**

The Employer recognizes the right of staff to refuse service to individuals that behave belligerently or abusively, or that contravene Toronto Metropolitan University's policies related to harassment, discrimination, and/or the Student Code of Conduct, in accordance with the following procedures:

- (a) Where the actions of any individual pose a threat to the safety and security of any other individual, Employees must take appropriate steps to immediately notify Toronto Metropolitan University Security.
- (b) An Employee who refuses service to an individual must immediately notify their supervisor of the incident. The Employee may then choose to refrain from discussing the incident further, until such time as written notice of the incident has been provided in accordance with articles 5.09 (c) and (d), except where an imminent threat to the safety and security of any individual remains, in which case the Employee will have the right to be accompanied by the Shop Steward for any discussion, or by any other Employee of their choosing where the Shop

Steward may not be immediately available.

- (c) An Employee who refuses service to an individual must immediately notify the Unit Steward in writing of the incident as soon as reasonably possible, and in all cases within one (1) business day following the incident. Such written notice will include the date, time, and location of the incident, a full account of the circumstances which led to a denial of service and a list of witnesses to the incident where possible.
- (d) The Unit steward will provide the Employer with a copy of the written notice as soon as is reasonably possible, and in all cases within one (1) business day of receiving it from the Employee.
- (e) A meeting between the Employee, the Employer, and the Unit Steward will be held as soon as is reasonably possible, and in all cases within five (5) working days following the incident, the purpose of such a meeting being to discuss the circumstances which led to a denial of service, to identify any strategies which could be used in future similar situations, and to initiate any resolutions satisfactory to both the Union and the Employer.
- (f) Reasonable delays based on priority and queuing factor are normal in daily operations; this will not be considered denial of service.
- (g) Within two (2) working days, the Employer will provide the Union a written response detailing the resolutions of the denial of service meeting and outlining agreed upon strategies to deal with the situation.

#### **5.10 MAIN OFFICE DESK COVERAGE**

When the TMSU front desk needs coverage, Management will make all efforts to ensure a part- time staff person fill the time of coverage needed. Where a part-time staff person is unable to fill the period of coverage, it will be expected that another Employee of the bargaining unit will be called upon to assist in filling in for the period.

#### **5.11 HARASSMENT INVESTIGATION**

The Employer and the Union are committed to providing a workplace free from harassment, in accordance with the Ontario *Human Rights Code*. The workplace violence and harassment policy will be posted in the workplace. The Employer and the Union will not condone any harassing behaviour, as defined by the Employer's workplace violence and harassment policy, by any employees of or the parties' respective representatives. The Employer will enforce its workplace violence and harassment policy when notified of a complaint.

## **Article 6:**

### **UNION SECURITY – CHECK-OFF OF UNION DUES**

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#### **6.01 COMPULSORY MEMBERSHIP**

The Employer agrees that all Employees, as a condition of continuing employment, will become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union, during the life of the Agreement. All future Employees of the Employer will as a condition of continued employment become and remain members in good standing in the Union within 30 days of employment with the Employer, subject to the provision of Article 13.02 governing the probationary period.

#### **6.02 TIME FOR UNION DUTIES**

Those Employees who are Union officers and/or Committee Members will be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, and participation in negotiations and arbitration. Employees must provide the Employer with at least five (5) working days' notice prior of such required absences, permission for which the Employer will not reasonably withhold. Time spent by Employees in performing such Union duties will be considered as time worked, but will not be used in the calculation of overtime as defined in Article 23.06.

#### **6.03 INTERNAL UNION MEETINGS**

Meetings of Toronto Metropolitan University Students' Union, Unit 1 that are for members of the bargaining unit will be considered work time. Should meetings run outside of the normal business hours of 10am to 6pm no overtime will be incurred. Time for meetings will be limited to a maximum of once a month to a maximum of one (1) hour at a time. Meeting times will be set in consultation with the Employer's representative, which shall not be unreasonably denied, and notice of these meetings will be sent to management and the supervisors via email no less than seventy-two (72) hours prior to the meeting.

#### **6.04 REPRESENTATION**

No Employee or group of Employees will represent the Union in any meeting with the Employer without proper authorization of the Union.

#### **6.05 BARGAINING UNIT WORK**

Only Employees hired according to the process specified in Article 16 or transferred in accordance with Article 17 may perform bargaining unit work, as set out in the job descriptions, except Temporary and Summer Student Employees as defined in Article 7.

#### **6.06 CORRESPONDENCE TO UNION**

Where notice or reply to the Union is required by any provision of this Agreement, such notice will be in writing to the unit steward, with a copy immediately forwarded to the President of the Union.

**6.07 UNION DUES - DEDUCTIONS**

The Employer will deduct from every Employee the amount authorized by the Union as Union dues and assessed once per pay period. Such deductions will be made from the payroll at the end of each pay period and will be forwarded to the Treasurer of the Union not later than the 15th day of the following month accompanied by a list of names, contact information, and job title of all Employees from whose wages the deductions have been made.

**6.08 UNION DUES - ANNUAL STATEMENT**

At the same time that Income Tax (T4) slips are made available, the Employer will print on it the amount of Union dues paid by each Union member in the previous year.

## **Article 7:**

### **SHORT-TERM / LONG-TERM CONTRACT EMPLOYEES AND CONTRACTING OUT**

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#### **7.01 COMMITMENT TO FULL-TIME WORK**

The Union and the Employer share the objective of providing regular full-time employment and job security to the extent that it is possible and mutually agreeable. Short-term and long-term contract and part-time employees will not be hired, and contracting out will not be utilized, so as to result in the displacement discharge, or layoff of bargaining unit employees, nor a reduction in the number of positions in the bargaining unit or hours of work available to those positions.

#### **7.02 SHORT-TERM CONTRACT EMPLOYEES**

Notwithstanding Article 7.01, the Union recognizes the need for the Employer to hire short-term contract employees under certain circumstances. The Employer agrees that such appointments are not alternatives to regular employment. Such Employees are not members of the bargaining unit and are hired only:

- (a) to replace a regular Employee on leave as defined in Articles 21 and 22 for a period of four (4) months or less; or,
- (b) where additional work of a short-term project, not to exceed six (6) months, requires the hiring of an added full-time Employee; or,
- (c) where the immediate filling of a vacancy is not feasible.

#### **7.03 LONG-TERM CONTRACT EMPLOYEES**

Notwithstanding Article 7.01, the Union recognizes the need for the Employer to hire long-term contract employees under certain circumstances. The Employer agrees that such appointments are not alternatives to regular employment. Such employees are members of the bargaining unit from date of hire and are hired only:

- (a) to replace a regular Employee on leave as defined in Articles 21 and 22 for a period of greater than four (4) months, up to a maximum of fifty-two (52) weeks. Long-Term Contract Employees may be extended with the written agreement of the Union. Such agreement shall not be unreasonably withheld by the Union.
- (b) Where a short-term contract employee has their contract renewed or extended beyond four (4) months, they shall be considered a long-term contract employee as of the date the employee accepts such renewal or extension and as a result Union dues and appropriate benefits will begin immediately.

#### **7.04 SHORT-TERM CONTRACT POSITION DESCRIPTION**

When a short-term contract position with more than twenty-four (24) hours per week is created, the Employer must provide the Union with the Job Description when it is finalized.

#### **7.05 LONG-TERM CONTRACT POSITION HIRING**

When a long-term contract employee is needed to replace a bargaining unit position, the hiring process as outlined in Article 16, with the exception of Article 16.08, will be followed. Upon completion of the permanent employee's leave, the long-term contract employee shall not have the right to grieve termination or non-renewal.

#### **7.06 LONG-TERM CONTRACT EMPLOYEE RIGHTS**

Long-term contract Employees appointed to greater than twenty-four (24) hours per week, for more than sixteen (16) weeks and up to a maximum of fifty-two (52) weeks, will be compensated at a rate equal to the base rate (save and except Summer Student Employees, as defined by Article 7.07). Furthermore, the person filling the position will enjoy all the rights and benefits of the Collective Agreement which will be effective from the first day of their long-term contract, save and except:

- (a) Layoff procedures as defined under Article 18, except when the Employee is laid off before the term of the contract expires;
- (b) Seniority as defined under Article 13;
- (c) Leave for Union and Public duties, as defined in Articles 22.16 and 22.17 respectively;
- (d) General Leave, as defined in Article 22.13;

#### **7.07 SUMMER STUDENT EMPLOYEES**

Additional work may arise which will be of a short-term nature for which summer students may be appointed by a temporary contract for a maximum of four (4) months in the period between April 15 and September 15 of each year. Such students will be registered at a post-secondary institution immediately before, during or immediately after such a contract.

#### **7.08 LONG-TERM CONTRACT EMPLOYEES HIRED TO PERMANENT**

Where a long-term contract employee who has attained the Welfare Benefits defined in Articles 26.02 and 26.03 is subsequently hired to a permanent position through the hiring process in Article 16, such benefits will continue uninterrupted. If the employee is hired again in a permanent position for the same position they held as a long-term contract employee, the hire date and probationary period start date will be counted from the start date of their first contract in the same position.

#### **7.09 CREATION OF PERMANENT POSITIONS**

If a short-term contract position, that is not replacing a permanent position, is extended beyond six (6) months, the Union and the Employer must mutually agree to amend Appendix A to include such a new position. The process for filling vacancies as defined under Article 16 will then be followed. For the purposes of filling any permanent position, short-term contract employees will not be treated as internal candidates.

#### **7.10 NOTIFICATION**

Where an appointment is made under Article 7, the Employer will shall make all reasonable efforts to notify the Union within 5 business days after the Employee is hired.

**7.11 NO CONTRACTING OUT**

In order to provide job security for the members of the bargaining unit, the Employer agrees that all duties or services performed by the Employees shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any person, company or non-unit employee without consent of the union.

## **Article 8:**

### **ACQUAINTING OF NEW EMPLOYEES**

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#### **8.01 INFORMING NEW EMPLOYEES**

The Employer agrees to inform new Employees that a Union Agreement is in effect and the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off. It will be the responsibility of the Union to convey to the new Employee all information concerning benefits of membership in the Union. Notwithstanding the above, the parties recognize the Employer's right and duty to conduct orientation sessions for new Employees.

#### **8.02 EMPLOYEE INTRODUCTION TO UNION**

On the Employee's commencing employment, the Employer will introduce the new Employee to their Unit Steward and will provide them with a copy of the Collective Agreement.



## **Article 9:**

### **UNION/EMPLOYER COOPERATION MEETINGS**

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#### **9.01 STRUCTURE OF MEETINGS**

Union/Employer co-operation meetings will be scheduled at the request of either party, after which a meeting time will be scheduled within a period of seven (7) days. Meetings should take place no less than once a month, for the purpose of discussing matters of mutual concern. The minutes will be taken on a rotating basis with an agenda available before meetings.

#### **9.02 SCOPE OF DISCUSSIONS**

It is understood that Union/Employer co-operation meetings will not deal with matters which are properly the subject of collective bargaining or the administration of the Agreement, unless otherwise mutually agreed to by the parties.

#### **9.03 RECOMMENDATIONS**

Union/Employer co-operation meetings may forward recommendations to the Union and/or the Employer.

#### **9.04 TIME OFF FOR UNION DUTIES**

Time spent by Employees in Union/Employer co-operation meetings will be considered to be time worked.

## **Article 10:**

### **NEGOTIATIONS, BARGAINING AND CUPE ASSISTANCE**

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#### **10.01 NEGOTIATING COMMITTEES**

The Union will be entitled to select a negotiating committee of no more than three persons and not less than two (2) persons. The Union will advise the Employer of the names of the members of this committee at the time it gives notice to bargain to the Employer. The Employer will select a negotiating committee of not more than three persons and not less than two persons. The Employer will notify the Union of the names on this committee within five (5) business days of the Union's notice to bargain.

#### **10.02 CUPE ASSISTANCE**

In accordance with the CUPE 1281 by-laws, the Union will have the right to have the assistance of representatives of the Canadian Union of Public Employees when negotiating with the Employer, in addition to the three Union members on the committee. The Union will have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with the Employer. Such representatives will have access to the Employer's premises in order to investigate and assist in settlement of grievances as defined in Article 11.

Such access will be at a reasonable time on prior notice to the Employer and will not unreasonably interfere with the operation of the Employer's business.

#### **10.03 TIME OFF FOR UNION DUTIES**

The Employees selected by the Union to represent it on the negotiating committee will be entitled to attend all Union/Employer negotiating meetings held within working hours without loss of remuneration. It is understood that Paid Union Leave as per Article 22.11 shall apply to bargaining preparation.

#### **10.04 EXCHANGE OF INFORMATION**

In order to facilitate collective bargaining, the parties agree to share all information, data, and reports, save only those privileged communications passing between the Employer and its Industrial Relations Counsel and/or its Board of Directors and between the Union and its Industrial Relations Counsel and/or its members. Such information may include the following list of items which is offered here as being merely illustrative: job descriptions, positions in the bargaining unit, current wage and benefit levels, technical information relating to comparative wage surveys, cost of living and other economic indicators, and budget data.

## **Article 11:**

### **GRIEVANCE AND RESOLUTION PROCEDURE**

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#### **11.01 DEFINITION**

A Grievance will be defined as any difference arising out of the interpretation, application, or alleged violation of this Agreement or a case where the Employer has acted improperly.

Supervisors of employees shall not be present for any grievance meetings.

#### **11.02 TYPES OF GRIEVANCES**

- (a) **Individual Grievances:** A grievance, whether initiated by an individual or by the Union, that is confined in scope to a particular Employee.
- (b) **Group Grievance:** Where the matter is of concern to a group of Employees or where several individual grievances, after being consolidated at some stage, are brought forward as one grievance.
- (c) **Policy Grievance:** Where either party disputes the general application, interpretation, or alleged violation of an Article of this Agreement, where the matter of concern is not specifically confined in scope to any particular Employee.
- (d) **Union Grievance:** Where the matter is of specific concern to the Union.

#### **11.03 NOTICE OF GRIEVANCE**

A Notice of Grievance will include all of the following:

- (a) The type of grievance, as defined in Article 11.02
- (b) The specific provisions of the Agreement which are alleged to have been violated
- (c) The details and nature of the grievance
- (d) The remedy to be sought through the resolution process

#### **11.04 RESOLUTION PROCESS STARTING POINT**

Individual Grievance and Group Grievances begin at Step One as defined in Article 11.05(a). Policy Grievances and Union Grievances, and those pertaining to Layoffs under Article 18, Termination under Article 14, and harassment under Article 5 shall begin at Step Two as defined in Article 11.05(b).

#### **11.05 GRIEVANCE RESOLUTION PROCESS**

All grievances will be dealt with in the following manner:

- (a) **Step One:**
  - i. The Union will file a written Notice of Grievance as defined in Article 11.03 with the Employer within ten (10) business days of the date upon

which the incident giving rise to the grievance first occurred, except for a grievance filed under Article 5 in which case the Grievor will have twenty (20) business days.

- ii. The Union will seek to settle the dispute with the Employer's representative to the satisfaction of the Grievor, which may include a meeting. The Grievor has the right to be present at this step.
- iii. The Employer will provide the Union with a written response to the Notice of Grievance within ten (10) business days after the grievance is submitted.
- iv. Failing resolution of the grievance to the mutual satisfaction of the Union and the Employer, either may request an escalation of the resolution process to Step Two within ten (10) business days of the issuance of the Employer's response.
- v. Should no further request or response be brought forward by the Grievor or the Union within ten days of the Employer's response being issued, the matter will be considered to be resolved to the mutual satisfaction of the parties, and no further action will be expected or required.

**(b) Step Two:**

- i. Failing resolution of the grievance under Step One, the Grievor may request a meeting between the Union, the Employee(s), and the Employer's representative to attempt to resolve the matter. This meeting will occur no later than ten (10) business days following the request.
- ii. Failing resolution of the grievance to the mutual satisfaction of the Union and the Employer, either may request an escalation of the resolution process to Step Three after ten (10) business days following the last meeting attended by all parties.
- iii. Should no further request or response be brought forward by the Grievor or the Union within sixty (60) days following the last meeting attended by all parties, the matter will be considered to be resolved to the mutual satisfaction of the parties, and no further action will be expected or required.

**(c) Step Three:**

- i. Failing resolution of the grievance under Step Two, the grievance will be resolved through the arbitration process as defined under Article 12.

**11.06 TIME LIMITS**

The time limits defined in Article 11.04 may be extended by mutual agreement between the Union and the Employer.

**11.07 REQUIRED RESPONSES**

Where a response to a grievance is required, such response will be in writing at all stages. Where a response denies a grievance, such response will include reasons for denying the grievance.

**11.08 LIMIT TO DISCUSSIONS**

After a grievance has been initiated by the Union, the Employer will not discuss the grievance with the Grievor, without an additional representative of the Union being present and without consent of the Grievor.

**11.09 TIME OFF FOR UNION DUTIES**

The Employee will be permitted the necessary time off without loss of pay or benefits to attend to the adjustment of a grievance and may be present at any stage in the grievance procedure if so requested by either party.

**11.10 WITHOUT PREJUDICE**

If the Union, an Employee or group of Employees chooses not to grieve a particular situation or withdraw at any stage, such action or lack of action will be entirely without prejudice.

**11.11 CONFIDENTIALITY**

The Employer and Union recognize the principle of confidentiality and agree that the identity of any grievor(s), and the fact and substance of any grievance shall be kept strictly confidential between the Employee and the authorized Union Representative, the Employer, and the Shop Steward or any representative of the Union or Employer who is directly involved in the grievance.

## **Article 12:**

### **ARBITRATION**

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#### **12.01 SELECTION OF AN ARBITRATOR**

- (a) The Union and the Employer will meet within ten (10) business days of notification of the intent to proceed to arbitration, for the purposes of selecting a single arbitrator.
- (b) Where a single arbitrator has been agreed upon by the Union and the Employer, the arbitrator will be requested in writing by the party requesting the arbitration, to set a place, time and date for the hearing within 120 days of such request.
- (c) Where a single arbitrator does not accept the request to arbitrate, or where they are unable to set a hearing date within the 120-day period stipulated, the Union and the Employer will meet within ten (10) business days to select another arbitrator.
- (d) Where the Union and the Employer are unable to agree on a single arbitrator within ten (10) business days of meeting for that purpose, or where two arbitrators have been selected but decline or were unable to set a date within the 120 days specified, either the Union or the Employer may request in writing that the Ministry of Labour for the Government of Ontario appoint an arbitrator.

#### **12.02 ARBITRATOR'S AUTHORITY & PROCESS**

- (a) The Arbitrator will hear and determine the subject of the grievance and will issue a decision which is final and binding upon the parties and upon any Employee or Employer affected by it.
- (b) The Arbitrator will determine their own procedure but will give full opportunity to all parties to present evidence and make representation.
- (c) The Arbitrator will not have the power to alter or amend any provision of this Agreement.
- (d) The Arbitrator will have the power to amend a grievance, modify penalties, and relieve against non-compliance with time limits, or any other technicality or irregularity.
- (e) The Arbitrator will have jurisdiction to determine whether a grievance is grievable.

#### **12.03 CLARIFICATION OF DECISION**

Should the Union and the Employer disagree as to the meaning of the decision of the arbitrator, either party may apply within fifteen (15) business days to clarify the decision.

#### **12.04 ARBITRATOR'S EXPENSES**

The Union and the Employer will each bear the expenses of its representative and both will

share equally the fees and expenses of the arbitrator.

**12.05 ACCESS TO THE WORKPLACE**

The Union and the Arbitrator will have access to the Employer's premises to view working conditions, machinery, or operations which may be relevant to the resolution of the grievance. Such timely access will not be unreasonably withheld upon notice being given and Unit will not unreasonably interfere with the operation of the Employer's business.

**12.06 TIME LIMITS**

The time limits defined under Article 12 may be extended by mutual agreement between the Union and the Employer.

**12.07 TIME OFF FOR UNION DUTIES**

An Employee will be permitted the necessary time off without loss of pay or benefits to prepare for, travel to, and attend any arbitration process.

## **Article 13:**

### **SENIORITY**

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#### **13.01 DEFINITION**

Seniority is defined as length of service in the bargaining unit and will be applied on a bargaining unit wide basis. Seniority will be applied in determining preference for promotions, transfers, demotions, layoffs, and recall, and as set out in other provisions of this Agreement.

#### **13.02 PROBATIONARY PERIOD**

A newly hired Employee will be on probation for a period of three (3) months from the date of employment. During the probationary period, the Employee will be entitled to all rights and benefits of this Agreement except as otherwise stated. The Employee will be given orientation, training, and evaluations during this time period. After completion of the probationary period, seniority will be effective from the original date of hire. Probationary Employees may be discharged at any time during the probationary period, subject to the Employer acting reasonably, fairly, equitably, non-discriminatorily and in good faith.

#### **13.03 SENIORITY LIST**

With the assistance of supervisors and the Finance Coordinator, Management will maintain a seniority list showing the date upon which service in the bargaining unit commenced for each Employee. This list will be made available to any member of the bargaining unit upon request.

#### **13.04 LOSS OF SENIORITY**

An Employee will not lose seniority while duly absent from work in accordance with other applicable Articles of this agreement, because of sickness, accident, layoff or leave of absence approved by the Employer, or legal strike action. An Employee will only lose seniority in the event that:

- (a) The Employee is discharged for just cause and is not reinstated through the Grievance Procedure.
- (b) The Employee resigns or retires.
- (c) The Employee fails to return to work within one (1) week following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It will be the responsibility of the Employee to advise the Employer of any such cause, and to ensure the Employer is kept informed of their current address and phone number.
- (d) The Rehire Limit as defined in Article 18.05 has passed.



## **Article 14:**

### **DISCHARGE AND DISCIPLINE**

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#### **14.01 VERBAL WARNINGS AND DIRECTION**

For the purposes of this clause, verbal warnings or directions shall not be interpreted as formal discipline.

#### **14.02 JUST CAUSE**

No Employee will be disciplined or discharged without just cause. In any grievance related to disciplinary action, the burden of proof of just cause lies with the Employer.

#### **14.03 PROGRESSIVE DISCIPLINE**

The Employer accepts and gives effect to the principle of progressive discipline.

#### **14.04 DISCIPLINE PROCEDURE**

##### **(a) Letter of Expectation**

The Employer may issue a Letter of Expectation to an Employee and the Union to provide written clarification of workplace policies or practices or to clarify expectations that the employer has for the Employees regarding job performance concerns or workplace behavior issues which, if left uncorrected, could lead to discipline. A Letter of Expectation is not part of the formal discipline process and is not a requirement prior to issuing a Warning Letter, Suspension or Discharge.

(i) Prior to issuing a Letter of Expectation the Employer may meet with the Employee and the Union to discuss the issue and review the Employer's Expectation. The Employer will issue a notice of meeting to the Employee and the Union prior to such a meeting.

(ii) A Letter of Expectation will be placed in an employee's file. If the issue outlined in the Letter of Expectation does not recur within 24 months, the letter shall be expunged from the employee's file.

(iii) If during the meeting the complaint made about the Employee is found to be without grounds or the Employer decides not to pursue action, the Employer shall immediately expunge from the Employee's personnel file any documentation related to the complaint.

##### **(b) Meeting**

(i) Prior to issuing formal discipline – meaning a Warning Letter, Suspension or Discharge – the Employer must meet with the Employee to discuss the subject matter of the formal discipline. The Employer will issue a notice of meeting, in writing, to the Employee and the Union to schedule a meeting within fifteen (15) days of the Employer learning of the subject matter of the discipline, or until such time that the Union is available for the meeting. The notice will advise the Employee of the incident or conduct that is being reviewed.

(ii) The meeting will include the Employer, the Employee and at least one (1) representative of the Union who will normally be the Staff Representative or the Unit

Steward.

(iii) The Employer will review the incident or conduct in issue and provide the Employee with an opportunity to respond.

**(c) Warning Letter**

(i) A Warning Letter will outline the Employer's expectations and provide the Employee reasonable opportunity to correct the problem(s) stated therein. Should the Employee continue to fail to meet the Employer's expectations, or engage in misconduct, the Employer may impose further progressive discipline.

(ii) The Employee shall have the right to respond to the Warning Letter. Any response by the Employee will become part of the Employee's record for the period that the discipline is on file.

**(d) Suspension or Termination**

The Employer will advise the Employee and the Union, in writing, of any Suspension or Termination, and the reasons for such action, within seventy-two (72) hours. Again, such action shall not be imposed without just cause.

**(e) Repeating Formal Discipline and Expiry of Formal Discipline**

The Employer may repeat stages as it deems necessary before moving to a new stage. All disciplinary action on file will be removed after twenty-four (24) months.

**14.05 Justification for Immediate Disciplinary Action**

(a) Notwithstanding the above, when immediate disciplinary action must be taken the Employer reserves the right to terminate or suspend the Employee from their duties for a period of up to five (5) business days without pay without having a meeting or issuing a warning. This action will be limited to when an Employee has allegedly engaged in fraud, theft, serious misconduct or is an immediate danger to themselves or others.

(b) A meeting with the Union must occur within five (5) business days of such action being taken, subject to the availability of the parties to meet within this time.

**14.06 WRONGFUL OR UNJUST DISMISSAL**

An Employee considered by the Union to be wrongfully or unjustly discharged, suspended or laid off, will be entitled to file a grievance at Step Two of the Grievance Procedure under Article 11.05(b).

**14.07 REINSTATEMENT AND COMPENSATION**

Should an arbitrator find that an employee has been unjustly suspended or discharged, the arbitrator may reinstate the employee to the employee's former's position, if appropriate in the circumstances, and may award compensation equal to what their normal earnings and benefits would have been during the period of discipline or suspension, if appropriate in the circumstances.

**14.08 RESPONSIBILITY FOR CASH SHORTAGES**

Employees who are responsible for the counting or handling of cash shall not be responsible for paying back any determined shortage out of their own pocket, unless otherwise mutually agreed to by Management and the Employee, or where prescribed

by an Arbitrator. This clause shall not serve to limit Management's right to properly issue a Warning or Adverse Report or to take any other action as defined under Article 14.

**14.09 CONFIDENTIALITY**

The Employer and the Union agree that all correspondence and meetings relating to disciplinary procedures shall be kept strictly confidential between the Employee and the authorized Union Representative, the Employer, and the Unit Steward or any representative of the Union or Employer who is directly involved in the investigation and processing of the complaint.

## **Article 15:**

### **STRIKES AND LOCKOUTS**

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#### **15.01 NO STRIKES OR LOCKOUTS**

For the duration of this Agreement, there will be no strikes or lockouts by the Employees covered by this agreement, except as outlined in the Ontario Labour Relations Act.

#### **15.02 THIRD PARTY PICKETS**

In the event that any other Employee of the Employer, or employees of Toronto Metropolitan University who are members of CUPE and/or OPSEU, engage in a legal strike and maintain a legal picket line:

- (a) The Employees covered by this Agreement will have the right to refuse to cross said picket line, without pay, provided the individual Employee has given the Employer twenty- four (24) hours' notice.
- (b) Failure to cross said picket line by Employees will not be considered a violation of the Agreement, nor will it be grounds for disciplinary action. It is understood that loss of pay will be incurred as a result of duties not performed. This will not be considered to be discipline.
- (c) These provisions will hold except where the Employer shuts down operations in support of a strike.

## **Article 16:**

### **FILLING OF VACANCIES / HIRING PROCESS**

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#### **16.01 DEFINITION OF VACANCY**

For the purposes of Article 16, "Vacancy" shall be defined as any position listed under Appendix A, which becomes vacant whether through sick leave, leave of absence, layoff, discharge, resignation, or retirement, or any full-time and permanent position created by the Employer which has yet to be hired for the first time. The filling of vacancies for temporary or part-time positions that are not a bargaining unit position will not be subject to any provision under this Agreement.

#### **16.02 NOTICE OF VACANCY**

In the event of a vacancy, the Employer shall take steps to inform all Employees of such vacancy in writing, which will include providing written notice to the Union.

#### **16.03 RECALL OF EMPLOYEES ON LAYOFF**

No new Employees will be hired when there are Employees on layoff qualified and willing to do the job and able to start within ten working days. Accordingly, the recall process as defined in Article 18 must be satisfied prior to undertaking any internal transfer or hiring process.

#### **16.04 HIRING COMMITTEE**

A hiring committee (herein for the remainder of Article 16 referred to as "the Committee") will be appointed for the purposes of undertaking the hiring process for any vacancy that exists. The Committee will consist of one member appointed by the Union and up to three (3) members appointed by the Employer. The Employer's representative will notify the Union of the creation of the Committee, following which both the Union and the Employer will have five (5) business days to appoint their respective members. The Union Representative will participate as an observer only, and not as a voting member of the Committee.

#### **16.05 HIRING PROCESS DETERMINATION**

The Employer will determine the best qualifications for the vacancy, and the criteria and process to be used for evaluating applicants. These qualifications, criteria and process must be established in a fair and equitable manner, so as not to be discriminatory, and in a manner which will attract the best applicants to the position. The Employer may amend or alter the job description with the consent of the Union. The Union will not withhold its consent unless the Employer's request is demonstrably unreasonable. The onus of establishing unreasonableness is on the Union.

#### **16.06 JOB POSTING**

The Employer will draft a posting for a vacancy, which will contain the position title, the nature of the position, the defined responsibilities contained within the position description under Appendix A, the qualifications, required knowledge and education, skill, shift, wage rate, the method for properly applying, the preferred format for applications, and the deadline by which applications must be submitted.

**16.07 INTERNAL POSTING PERIOD**

The posting for a vacancy shall be first advertised internally, for a period of five (5) business days during which time Employees may submit an internal application, and the process will continue as described in Article 17.

**16.08 EXTERNAL ADVERTISING**

Where no application has been received from an Internal Applicant, or where the requirements of Article 17 have been fulfilled and a vacancy still exists, the Employer will determine the best manner in which to advertise the position to potential external applicants. The Employer shall post the job posting on a public platform.

**16.09 EVALUATION AND RECOMMENDATION**

The Employer will endeavor to evaluate the applicants based on the criteria established at the start of the hiring process in accordance with Article 16.06. Based on these evaluations, the Employer will select the most appropriate applicant.

**16.10 HIRING DECISION**

In accordance with Article 3.02(c), the final hiring decision shall be the sole purview of the Employer. The Employer has the responsibility of informing the chosen candidate about the decision.

**16.11 STARTING SALARY**

The starting salary of all new employees shall be the base rate, as defined by Article 31.

**16.12 TRAINING PERIOD**

The Employer is responsible for ensuring that an employee upon hiring is provided with proper and adequate training in the fulfillment of the duties of her/his position, including general office orientation and an introduction to policies and procedures.

**16.13 VACANT POSITION DUE TO LEAVE OF ABSENCE**

When a bargaining unit position becomes vacant due to a leave of absence, a hiring committee shall be struck within fifteen (15) business days following the approval of the employee's leave. The union recognizes that this timeline may be difficult under certain circumstances. Where the fifteen (15) business days is not feasible, a hiring committee must be struck within the first four (4) months of the leave term.

## **Article 17:**

### **INTERNAL TRANSFERS**

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#### **17.01 INTERNAL TRANSFER SENIORITY**

Where more than one Employee has submitted an internal application the hiring committee will consider only the most senior Employee before all other Employees.

#### **17.02 TRANSFER INTERVIEW**

The Hiring Committee shall arrange to interview an Employee who has submitted an internal application within ten (10) business days following the close of the internal posting period as defined in Article 16.08, to determine the Employee's qualifications, skills, suitability for the Vacancy, and ability to perform the tasks and responsibilities as defined for the Vacancy in Appendix A. During this interview the Employee shall be entitled to make representations regarding their qualifications for the position they have applied to transfer into.

#### **17.03 CONSIDERATION OF QUALIFICATIONS**

The Employer will endeavor to make its decision based on the criteria established at the start of the hiring process. Denial of an internal transfer shall only be on the basis of the applicant not possessing either the qualifications or skills, or if the Employer deems the candidate not suitable for the vacancy. The Employer will be solely responsible for determining whether an Internal Applicant possesses the qualifications, skills, and ability to perform the tasks and responsibilities as defined for the Vacancy in Appendix A, and accordingly whether to transfer them to the Vacancy or not. The Employer shall make these determinations in a fair and equitable manner.

#### **17.04 CONSIDERATION OF TRAINING**

In cases where a vacancy calls for higher qualifications, more specialized skills, or certifications which an Internal Applicant does not possess, the Employer will consider whether the provision of a reasonable amount of training or education will rectify such situations in a timely manner.

#### **17.05 NOTIFICATION OF TRANSFER**

In cases where the Employer has decided to transfer an Internal Applicant to a Vacancy position, the Employer will notify the Internal Applicant and the Union of the effective date of the transfer. Such notice will be provided, in writing, within ten business days following the interview defined in Article 17.02.

#### **17.06 DENIAL OF TRANSFER**

In cases where the Employer has decided not to transfer an Internal Applicant to a Vacancy position, the Employer will notify the Internal Applicant and the Union in writing of such decision, including an explanation of the Internal Applicant's lack of qualifications, lack of skills, or inability to perform the tasks and responsibilities as defined for the Vacancy in Appendix A. Said response will be provided, in writing, within ten business days following the interview defined in Article 17.02.

#### **17.07 CONTINUATION OF HIRING PROCESS**

Should an Internal Applicant decide to grieve the denial of the transfer, the Employer

shall have the right to proceed with the hiring process as outlined and make a conditional offer of employment to another candidate. However, if the grievance of the denial of transfer succeeds the Employer shall have the right to terminate the employment relationship with the other candidate.

**17.08 INTERNAL TRANSFER RATE OF PAY**

When the employee transfers to a new position, they shall maintain seniority and the same rate of pay.



## **Article 18:**

### **LAYOFFS AND RECALLS**

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#### **18.01 SENIORITY AND SECURITY**

The Union and the Employer recognize that job security should increase in proportion to length of service in the bargaining unit. In the event of a layoff, an Employee about to be laid off may bump any Employee with less seniority, providing the Employee exercising this right is qualified for the position. Such bumping rights must be exercised within fifteen (15) working days of the Notice of Layoff as defined in Article 18.02.

#### **18.02 NOTICE OF LAYOFFS**

The Employer will provide written notice of impending layoffs to the affected Employee(s) no less than three (3) months prior to the effective date or will issue equivalent salary for the period in lieu thereof.

#### **18.03 RIGHT TO VACATION PAY**

An Employee on layoff may request, at their option, payment in credit of accrued vacation days. Such payment will be issued on the next regular pay day for all Employees, provided the request is made at least five (5) business days in advance. Employees on layoff will not accrue any additional vacation days from the date of layoff.

#### **18.04 RETENTION OF BENEFITS DURING LAYOFF**

The Employer agrees to maintain the Employees welfare benefits described in Article 26 during the first five (5) months of a layoff.

#### **18.05 REHIRING LIMIT**

The Employer will be required to make a decision whether to rehire an Employee on layoff within fourteen (14) months of the effective date of the layoff. Twenty-four (24) months following layoff, the Employee's employment with Toronto Metropolitan Students' Union will cease, and no further benefits or payments will be due.

#### **18.06 RECALL ORDER**

The Employer will recall employees in the order of their seniority, provided they are qualified to do the work.

#### **18.07 DEFINITION OF LAYOFF**

A layoff shall be defined as a lack of work, a reduction in the workforce due to economic reasons, or a reduction in the regular hours of work as defined in the Agreement due to economic reasons. Layoffs are distinct from terminations for just and sufficient cause.

## **Article 19:**

### **PAID HOLIDAYS**

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#### **19.01 PAID HOLIDAYS**

Employees shall be given the following paid holidays: December 22<sup>nd</sup>, December 23<sup>rd</sup>, December 24<sup>th</sup>, December 25<sup>th</sup>, the week between December 25<sup>th</sup> and December 31<sup>st</sup> inclusive, January 1<sup>st</sup>, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Truth and Reconciliation Day, Thanksgiving Day, and all other days proclaimed as statutory holidays by the Federal, Provincial and/or Municipal governments, Ryerson University, or the Employer.

#### **19.02 HOLIDAYS FALLING ON A SATURDAY OR SUNDAY**

In the event that a holiday occurs on a Saturday or Sunday, the Monday following shall be considered the holiday (with the exception of the period of December 27<sup>th</sup> to December 31<sup>st</sup> inclusive), unless otherwise agreed upon. When the July 1 holiday falls on a Tuesday, Wednesday, or Thursday the employee may take the preceding Monday as the holiday, unless otherwise requested by the Employer by written notice two (2) weeks prior to the Monday.

#### **19.03 HOLIDAYS DURING VACATION**

If the paid holiday defined under Article 19 falls within the vacation period assigned to or chosen by the Employee, such day will not be counted as a vacation day.

#### **19.04 FLOATING PAID HOLIDAY**

There shall be one (1) floating paid holiday every three (3) months, the specific date to be taken with the Employer's permission, which shall not be withheld unreasonably. The day should be taken off within the specified quarter but may be deferred and/or accumulated if the employees' absence is not feasible. The quarters are:

- May 1 - July 31
- August 1 - October 31
- November 1 - January 31
- February 1<sup>st</sup> - April 30

Employees must work for the full four-month period to qualify for a floating paid holiday during the first year of employment. Floater days that are not used within the fiscal year, May 1 to April 30, will not roll over and accumulate into the following year.

#### **19.05 RELIGIOUS HOLIDAYS**

The Employer recognizes that an Employee may, for religious or cultural reasons, wish to observe holidays other than those listed under Article 19.01. In such cases, and subject to two (2) weeks advance written notice, the Employee will be entitled to one (1) paid holiday, a maximum of two (2) times per year. If additional days are required, Employees may use accumulated vacation or lieu time, to observe such holidays.

## **Article 20:**

### **VACATIONS**

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#### **20.01 VACATION YEAR**

For the purposes of Article 20, Vacation Year shall be defined as the period from May 1 to April 30 of the following calendar year.

#### **20.02 VACATION ENTITLEMENT ACCRUAL**

Employees will accrue paid vacation entitlement on the following basis:

- (a) Employees will be granted .83 days of vacation entitlement per month for the period extending from the commencement their employment with Toronto Metropolitan Students' Union to the end of the current Vacation Year, to be used in the same period.
- (b) Employees will be granted 10 days of vacation entitlement to be used during the Vacation period in which their first employment anniversary will fall.
- (c) Employees will be granted 15 days of vacation entitlement to be used during the Vacation period in which their second employment anniversary will fall.
- (d) Employees will be granted 20 days of vacation entitlement to be used during each of the Vacation periods in which their third and all following employment anniversaries will fall.

#### **20.03 PROBATIONARY VACATION ENTITLEMENT**

New Employees may only use Vacation entitlement accrued under Article 20.02(a) following four (4) months of employment. Employees whose employment commences after December 31 may carry this vacation entitlement forward to be used in the next Vacation Year.

#### **20.04 CARRY OVER OF VACATION ENTITLEMENT**

Employees may carry forward up to five (5) days of vacation entitlement which remains unused at the end of any Vacation Year, for use in the next Vacation Year. Beginning with the Vacation Year during which their fifth employment anniversary falls, Employees may carry forward up to ten (10) days of vacation entitlement which remains unused at the end of any Vacation Year, for use in the next Vacation Year.

#### **20.05 VACATION ENTITLEMENT**

At time of termination or resignation, an Employee will be entitled to be paid for the prorated portion of their unused vacation entitlement for the current Vacation Year, equal to the period from May 1 to the date of layoff, termination or resignation, and to all unused vacation entitlement properly carried forward from the previous year.

#### **20.06 VACATION REQUESTS**

Vacation entitlement shall be used at times agreeable to the Employer, in accordance with the following provisions:

- (a) Vacation requests will be submitted to the Employer no later than May 30, and will be reviewed by the Employer's Representative for approval, for those vacations equal to or greater than four (4) business days, which are to be taken between June 1 and Labour Day in each year.
- (b) For all other times not defined under Article 20.06(a), Employees will submit vacation requests to their Supervisor no less than two (2) weeks in advance, or less if mutually agreed upon, for vacations equal to or greater than four (4) business days in length.
- (c) Employees will submit vacation requests no less than one (1) week in advance, for vacations less than four (4) business days in length.
- (d) Employees will be entitled to receive their vacation in an unbroken period subject to the operational needs of the Employer.

#### **20.07 SENIORITY AND VACATION SCHEDULING**

In the case where concurrent vacations will cause undue harm or hardship to the Employer's operations, vacations will be granted first on the basis of seniority among those Employees who have children who attend school or daycare, and second on the basis of seniority among remaining employees.

#### **20.08 BEREAVEMENT DURING VACATION**

Bereavement leave will be substituted for vacation entitlement, in tandem with Article 22.04, when a death occurs while occurred while on vacation. The Employee may be asked to produce proof of death, provided that the Employer reimburses the Employee for the cost of obtaining a death certificate.

## **Article 21:**

### **SICK / MEDICAL LEAVE**

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#### **21.01 DEFINITION OF SICK LEAVE**

Sick leave means the period of time an Employee is absent from work, with full pay, as a result of being ill or temporarily disabled, exposed to contagious disease, for mental health, the illness of an Employee's child or dependent that necessitates her/his absence, or because of an accident for which compensation is not payable under the Worker's Compensation Act. Records of sick time for dependents will be kept separate from Employee sick leave.

#### **21.02 SICK LEAVE ACCRUAL**

Employees earn sick leave entitlement of twenty-one (21) days per year, pro-rated per month beginning at the date of hiring. Such sick leave days may be carried forward from year to year to a maximum of thirty (30) days. There shall be no pay-out of sick leave credits accumulated at the time of lay-off, discharge, or retirement. Paid Personal Emergency Leave taken in accordance with the Employment Standards Act, 2000, as amended, shall be subtracted from paid sick leave under this part, or the applicable paid Bereavement Leave under Article 22.

#### **21.03 SICK LEAVE USAGE**

One (1) sick leave day will be deducted from an Employees accrued total, for all normal working days – exclusive of holidays as defined under Article 19 – that an Employee is absent from work for the purposes and reasons defined under Article 21.01. Where an Employee attended work for any part of a regular working day, 0.5 of a sick leave day will be deducted.

#### **21.04 SICK LEAVE NOTIFICATION**

Employees will take all reasonable steps possible to notify their defined Supervisor of their impending absence, prior to the start of the workday or as soon as is known, where a health situation will necessitate an anticipated extended absence. For the purposes of Article 21, telephone conversations, voice mail, and/or e-mail will be accepted forms of notification.

#### **21.05 COMPULSORY QUARANTINE**

One half (0.5) sick leave day will be deducted from an Employee's accrued total for all normal working days – exclusive of holidays as defined under Article 19 – that an Employee is absent from work due to a compulsory medical quarantine as prescribed by a medical officer for up to three (3) weeks in length.

#### **21.06 MEDICAL CERTIFICATES**

If requested by the Employer, the employee shall produce a certificate from a qualified medical or para-medical practitioner for any illness in excess of three (3) consecutive working days, certifying that the Employee is unable to carry out their duties due to illness. The Employer will reimburse the Employee for expenses related to obtaining such certificate, up to \$25. If requested by the Employer, the employee shall produce a certificate from a qualified medical or para- medical practitioner where an Employee has been absent for five (5) or more absences in a 30- day period. Nothing in this part

requires an employee to produce a medical note from a Qualified Health Practitioner in order to take Personal Emergency Leave, pursuant to the *Employment Standards Act, 2000*. However, for any greater right or benefit under this agreement, the employee must comply with this section.

**21.07 RETENTION OF SICK LEAVE ENTITLEMENT**

When an Employee is given Leave of Absence as defined under Article 22, or is laid off as defined under Article 18, such Employee will retain the sick leave accrued prior to leave or layoff upon returning to work.

**21.08 SICK LEAVE WITHOUT PAY**

Sick leave without pay will be granted to an Employee who does not qualify for sick leave with pay until such time as the long-term disability provision outlined in Article 26 comes into effect. An Employee who qualifies for long-term disability payments shall be granted leave until they are able to return to their job or until the Employee no longer qualifies for long-term disability payments.

## **Article 22:**

### **LEAVE OF ABSENCE**

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#### **22.01 RETENTION OF BENEFITS – PAID LEAVE**

While exercising any Paid Leave as defined in Articles 22.04 through Article 22.11 inclusive, Employees shall maintain all rights, protections and benefits prescribed to them within this Agreement.

#### **22.02 RETENTION OF BENEFITS – UNPAID LEAVE**

While exercising any Unpaid Leave as defined under Articles 22.13 through Article 22.20 inclusive, for a period greater than one (1) month, Employees shall maintain all rights, protections and benefits prescribed to them within this Agreement, with the exception of Vacation Entitlement Accrual as defined in Article 20.02, and Sick Leave Accrual as defined in Article 21.02, and Welfare Benefits as defined under Article 26 though the Employee may direct payments to maintain such coverage.

#### **22.03 RETENTION OF SENIORITY**

In no case shall any Leave on the part of an Employee, as defined under Article 22, result in a loss of seniority to the Employee.

#### **22.04 BEREAVEMENT LEAVE**

Employees will be granted Bereavement Leave with full pay, as follows:

- (a) Ten (10) working days in the case of death of a child, spouse, parent, sibling, or common-law partner, as defined at Article 1.05.
- (b) Three (3) working days in the case of death of a mother-in-law, father-in-law, grandparent or any other relative or close friend. Employees are only entitled to one (1) bereavement leave day per year for a bereavement leave related to a “close friend”.
- (c) In cases where the Employee is compelled to travel to attend to a bereaved relative in excess of 500 kilometers one-way from their primary place of residence, the Employee will be granted an additional two (2) working days leave.

#### **22.05 COMPASSIONATE LEAVE**

Employees will be granted Compassionate Leave with full pay to a maximum of one (1) time per affected individual per year, as follows:

- (a) Five (5) working days in the case of serious illness of a child, spouse, parent, sibling, or common-law partner, as defined at Article 1.05.
- (b) One (1) working day in the case of serious illness of a mother-in-law, father-in-law, grandparent or any other relative or close friend. Employees are only entitled to one (1) bereavement leave day per year for a compassionate leave related to a “close friend”.

## **22.06 MARRIAGE LEAVE**

Employees will be granted Marriage Leave with full pay, as follows:

- (a) One (1) working day in the case of an Employee's marriage or other commitment ceremony to be taken on, or as an immediately adjacent working day to, the day of such ceremony.
- (b) One (1) working day in the case of the marriage or commitment ceremony of an Employee's child, sibling, or parent, where the ceremony will fall on a regularly scheduled working day, or where the ceremony will take place 500 kilometers or more from Toronto Metropolitan University.

## **22.07 HOUSEHOLD LEAVE**

Employees will be granted Household Leave with full pay, as follows:

- (a) Up to three (3) days as required, in the case of a flood, fire, or other catastrophe causing significant damage to an Employee's home.
- (b) One (1) working day per year to allow for the relocation of an Employee's household.

## **22.08 ELECTION LEAVE**

Employees will be entitled to three (3) consecutive hours free from work during work hours and the period in which the polls are open without loss of earning for any Federal, Provincial, or Municipal election or referendum in which they are eligible to vote.

## **22.09 JUDICIAL LEAVE**

Employees will be granted Judicial Leave to serve as a juror or subpoenaed witness in any court of law, during which period the Employee will receive the difference between their normal earnings and any payment received for such service – excluding payment for travel, meals or reimbursement for other expenses. Accordingly, the Employee will present proof of service and the amount of pay received within ten (10) business days of receipt of such payment.

## **22.10 PREGNANCY AND PARENTAL LEAVE**

Employees will be granted Pregnancy and Parental Leave in accordance with the Ontario Employment Standards Act, 2000, as amended.

An employee who is eligible for Pregnancy Leave under this part shall be entitled, provided they are in receipt of Employment Insurance Benefits, to the following supplemental employment benefit payments from the Employer while on Pregnancy Leave:

- (a) For the first two (2) weeks of the Pregnancy Leave, the employee shall receive their regular salary; and,
- (b) For the balance of the Pregnancy Leave (up to fifteen (15) weeks) the employee shall receive payments equal to the difference between their regular salary and the sum of the weekly Employment Insurance benefits to which they are entitled, and any other earnings.



An employee who is eligible for Parental Leave under this part shall be entitled, provided they are in receipt of Employment Insurance Benefits, to the following supplemental employment benefits payments from the Employer while on Parental Leave:

- (a) For the first two (2) weeks of the Parental Leave, the employee shall receive their regular salary; and,
- (b) For employees who took Pregnancy Leave, the employee shall receive payments equal to the difference between their regular salary and the sum of the weekly EI Standard Parental Benefits to which they are entitled, and any other earnings, for up to 35 weeks; or,
- (c) For employees who did not take Pregnancy Leave, the employee shall receive payments equal to the difference between their regular salary and the sum of the weekly EI Standard Parental Benefits to which they are entitled, and any other earnings, for up to 37 weeks.

#### **22.11 PAID UNION LEAVE**

The Union Representative will be granted Union Leave with full pay, upon five (5) working days' notice, subject to business needs and operational requirements, to attend Union Meetings of CUPE 1281 scheduled during regular working hours to a maximum of sixteen (16) hours per calendar year. Time spent at such meetings will not be used in the calculation of overtime as defined in Article 23.06.

#### **22.12 GENERAL UNPAID LEAVE**

Employees may be granted General Leave without pay, upon two (2) months' notice being provided, for up to one (1) year, such leave extended only by mutual agreement between the Employee and Employer. Approval of such requests is in the discretion of the Employer, exercised reasonably.

#### **22.13 UNPAID PERSONAL LEAVE**

Employees may be granted Personal Leave, without pay, upon five (5) working days' notice being provided, for up to five (5) working days per year, for personal reasons. The Employer will not unreasonably refuse such personal requests.

#### **22.14 UNPAID UNION CONVENTION LEAVE**

Employees will be granted Union Convention Leave without pay upon five (5) working days' notice being provided, where an Employee has been elected to represent the Union at any Union function as provided in the Agreement and in the CUPE Constitution. Such Leave will not exceed a total of fifteen (15) working days per Employee in any calendar year, and only one Employee will be granted Leave under this clause at a time.

#### **22.15 UNPAID ELECTED UNION LEAVE**

Employees will be granted Elected Union Leave without pay, upon one (1) months' notice being provided, where an Employee has been elected or appointed to a full-time position with the Union or any organization with which the Union is affiliated. Such leave is not to exceed one (1) year.

Further, upon request, any Employee who is elected to the Union's Local executive committee and who requires unpaid leave to perform the part-time duties of that office shall be granted unpaid leave.

**22.16 UNPAID PUBLIC OFFICE LEAVE**

Employees will be granted Public Office Leave without pay upon one (1) month notice being provided, where an Employee has been elected to a full-time position of public office with the Municipal, Provincial, or Federal governments. Such leave is not to extend beyond the first term of office for such a position.

## **Article 23:**

### **PAYMENT OF WAGES AND ALLOWANCES**

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#### **23.01 REGULAR PAY DAYS**

The Employer will pay salaries and wages every two (2) weeks in accordance with the annual salaries set out in Article 31.01. On each pay day, each Employee will be provided with an itemized statement of wages and deductions.

#### **23.02 EQUAL PAY FOR EQUAL WORK**

Where an Employee has the necessary qualifications and has proven their ability to handle the work of a specific job description, there will be no discrimination based on gender identity or expression in the matter of appointments and salaries for positions.

#### **23.03 HOURS OF WORK**

The normal work week will be Monday to Friday and will total forty (40) hours, which includes a maximum of one (1) hour paid break per day for either lunch or lifestyle breaks.

#### **23.04 FLEX TIME**

In exceptional circumstances management may approve an adjustment in working hours or flex time. Employees must make requests to the Employer as soon as practicable but not later than 48 hours in advance. In the interest of efficient operations and provision of effective service, flex time may include flexible work from home days. Approval of such requests is in the discretion of the Employer, exercised reasonably.

#### **23.05 OVERTIME**

Overtime will be defined as that time spent in hours of work beyond the normal hours of forty (40) per week, for which attendance is out of necessity for fulfilling the demands of the job, and for which advance permission has been received from the Supervisor, in consultation with the Employer's Representative, where practical.

#### **23.06 OVERTIME COMPENSATION**

Overtime hours approved by the Employer and worked by the employee will be banked and given as paid time off in lieu of overtime pay ("lieu time"). The employee will accrue lieu time on the basis of one and one half (1 ½) hours for each hour of overtime. Lieu time is paid at the normal hourly rate of pay and must be taken within twelve (12) months of the week it was earned, after which it will be assigned by the Employer. If an employee's employment terminates before they have taken their accrued lieu time, the employee will receive overtime pay at one and one half (1 ½) times their normal hourly rate for each hour of overtime worked, subject to deductions.

#### **23.07 MILEAGE ALLOWANCE**

Employees will be reimbursed for transportation expenses incurred as a result of implementing the Employers directions. While the Employer does not require any Employee to own a car as a condition of employment, where an Employee agrees to use a private automobile for the purposes of implementing the Employers directions, the Employee will be compensated at the rate of \$0.3375 per kilometer, plus \$2.00 per passenger per trip, and receipted parking. Such compensation may be altered by

mutual agreement between the Employer and Employee.

Reimbursement will be issued no later than the next regular pay day following receipt(s) being submitted for reimbursement. Employees are assumed to be solely responsible for the vehicles they operate in such situations, and as such will NOT be reimbursed for parking tickets or other traffic infractions or fines.

#### **23.08 TAXI ALLOWANCE**

Employees will be reimbursed for the reasonable costs of safe travel home, where they are required to work between 9:00PM and 7:00AM. Such reimbursement will be issued no later than the next regular pay day following receipt(s) being submitted for reimbursement.

#### **23.09 MEAL ALLOWANCE**

Employees will be reimbursed up to \$10 towards the cost of a meal where they are required to work more than two (2) hours beyond their normal work hours. Such reimbursement will be issued no later than the next regular pay day following receipt(s) being submitted for reimbursement.

#### **23.10 REQUIRED EDUCATIONAL ALLOWANCES**

As per TMSU's Professional Development Policy, the Employer shall pay the full cost of any course of instruction required for the operation of the Employee's job, where the Employer agrees that such course is necessary for an Employee to better qualify themselves.

#### **23.11 REQUESTED EDUCATIONAL ALLOWANCES**

As per TMSU's Professional Development Policy, Employees will be eligible to be reimbursed for costs associated with a course of instruction. Such reimbursement must be requested in advance of registration, in writing, and must detail the perceived benefit of the course to both the Employee and Employer. The Employer will consider such a proposal in the context of relatedness to the Employee's responsibilities, the time commitment of the course, the needs of the organization, and cost, and accordingly may agree to reimburse all, some, or none of the associated costs. Any reimbursement will be issued no later than the next regular pay day following successful completion of the course and the submission of receipt(s) for reimbursement. A receipt indicating full payment of registration fees for the course will be the necessary documentation for reimbursement.

#### **23.12 PROFESSIONAL DEVELOPMENT ALLOWANCE**

Employees will be eligible to be reimbursed for costs related to travel, accommodation, and/or registration costs associated with a professional development seminar, conference or workshop. Such reimbursement must be requested in advance of registration, in writing and must detail the perceived benefit of the opportunity to both the Employee and Employer. The Employer will consider such a proposal in the context of relatedness to the Employee's responsibilities, the time commitment of the opportunity, the needs of the organization, and cost, and accordingly may agree to reimburse all, some, or none of the associated costs. Any reimbursement will be issued no later than the next regular pay day following submission of receipt(s) for reimbursement. The Employer agrees to provide all Employees with information on the yearly amount and how Employees can make an application to access such funds according to the TMSU's Professional Development Policy, and further that such funds for Management and the Union be allocated separately in the budget. The Employer will make their decision on

reimbursement equitably and non-discriminatorily.

**23.13 CHILDCARE ALLOWANCE**

Employees who have children under the age of fourteen (14) years old will be reimbursed for the costs of childcare, where the Employee is required to work or attend a function, meeting or other event outside of their normal working hours. Such reimbursement will be issued no later than the next regular pay day following receipt(s) being submitted for reimbursement.

**23.14 PHONE ALLOWANCE**

Employees will be granted an annual phone allowance of \$75.00, which will be paid to the employees on the first pay period of each year. Employees are not entitled to claim any further expenses or repayments for any other costs or charges related to the use of their personal cell phones for business purposes.

## **Article 24:**

### **CESSATION OF OPERATIONS/SEVERANCE PAY**

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#### **24.01 CESSATION OF OPERATIONS**

If, as a result of the Employer ceasing all or part of the operations, or if by reason of any change in operating methods, the Employer is unable to provide work for a displaced Employee at the same regular rate of pay in a comparable class of work, the Employee will be given notice of termination in accordance with the Employment Standards Act (Section 40) and subject to the provisions under Article 18.

#### **24.02 SEVERANCE PAY**

If notice of termination is given under Article 24.01, the Employee will receive severance pay in accordance with the Employment Standards Act and one (1) week's pay for every year of completed service with the Employer up to an eight (8) year maximum.

## **Article 25:**

### **JOB DESCRIPTIONS**

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#### **25.01 JOB DESCRIPTIONS**

The Employer agrees to provide to the Union job descriptions for all positions included under Article 4.01. Such descriptions will be included in Appendix A, which shall form a part of this Agreement, and which will be recognized by the Union and the Employer as the job descriptions. The Employer may amend or alter the job descriptions with the consent of the Union. The Union will not withhold its consent unless the Employer's request is demonstrably unreasonable. The onus of establishing unreasonableness is on the Union.

#### **25.02 CHANGES IN JOB DESCRIPTIONS**

When a job description is changed in accordance with Article 25.01, such job description will immediately be appended to this Collective Agreement and will include the date it was appended. Job Descriptions for positions that are newly created are not subject to Union consent but shall be provided to the Union.

## **Article 26:**

### **WELFARE BENEFITS**

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#### **26.01 ONTARIO HEALTH INSURANCE PLAN**

The Employer will pay 100% of the cost of the Ontario Health Insurance Plan for all Employees, as paid through Employer Health Tax premiums.

#### **26.02 EXTENDED HEALTH INSURANCE**

The Employer maintain an Extended Health Insurance plan, and shall pay 100% of premiums associated with such plan, for all Employees who have been employed for at least four (4) months, and their dependents and/or spouse subject to the approval of the insuring company. The Extended Health Insurance plan includes but is no limited to: an annual combined amount for major and minor dental care procedures, 100% prescription drug coverage, \$1000 for mental health coverage, and an eye-care allowance. The Extended Health Insurance plan at the time of execution of this agreement will be Great West Life Policy Number 166562, or a comparable plan.

#### **26.03 LIFE AND LONG-TERM DISABILITY INSURANCE**

The Employer will cause to be maintained Long-Term Disability, Accidental Death and Dismemberment, and Life Insurance, and shall pay 100% of premiums associated with such plan, for all Employees who have been employed for at least four months, and their dependents and/or spouse subject to the approval of the insuring company. These benefits at the time of execution of this agreement will be contained within Great West Life Policy Number 166562, or a comparable plan.

#### **26.04 ADDITIONAL COVERAGE**

Employees may, at their option, pay for additional benefits in addition to those described in Article 26.02, and the Employer will include such additional costs in direct payroll deductions where possible.

- (a) The Employer shall pay \$1000 for chiropractic, massage therapy and physiotherapy, to be included in the Health and Dental Plan (as a non-taxable benefit) as per Letter of Understanding attached to the Collective Agreement.

#### **26.05 ALTERNATE PLAN/CARRIER**

It is understood that the Employer retains the right to change policies and/or carriers, provided that the level of benefits provided are maintained or increased.

#### **26.06 RECREATION AND ATHLETICS CENTRE MEMBERSHIP**

The Employer shall pay the cost of a RAC membership or the cost of a membership at any other accredited fitness facility, to a maximum of \$400 per year, for an employee at their request.

#### **26.07 CANADA PENSION PLAN**

The Employer agrees to pay 50% of the full cost of the Canada Pension Plan, the remainder to be deducted from the biweekly payroll of the Employee.



## **26.08 SUPPLEMENTATION OF COMPENSATION**

Any Employee who has been certified by a medical doctor as being unable to perform their regular work with the Employer, on account of an occupational accident that occurs while working with the Employer, and that is recognized by the Workplace Safety and Insurance Board (WSIB) as compensable within the meaning of the Compensation Act, will receive from the Employer the difference between the amount payable by the WSIB and their regular salary, so long as the Employee continues to be employed by the Employer in accordance with all other provisions of this Agreement. The Employer will provide the cost of an insurance plan that provides additional wage loss coverage to the maximum allowable by the insuring company for occupational accidents while working with the Employer. This coverage will be sufficient to make up the difference between the benefit received by the Employee from the WSIB and their regular salary so long as the Employee continues to be employed by the Employer in accordance with all other provisions of this Agreement. In the event that the insurance or WSIB payments are delayed, the Employer will provide full compensation to the Employee and the Employer will accept repayment from the insurance company or the WSIB when such repayment occurs.

## **26.09 SAVINGS THROUGH LEGISLATION**

If the premium paid by the Employer for any Employee benefit is reduced as a result of any legislative or other action, the amount of the saving will be used to increase other benefits available to the Employees, as may be mutually agreed upon between the parties, or will be passed on to the employees in the form of increased wage or salary rates.

## **26.10 MULTI-SECTOR PENSION PLAN**

1. (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 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 design not having been absent from the workplace; and
- v. overtime pay

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

(c) "Eligible Employee" means all employees in the bargaining unit who have

completed hours of employment with the employer (MSPP eligibility period), except such employees who are age 65 or over as of the commencement date referred in paragraph 2 below and who have elected not to participate in the MSPP by completing the MSPP's Age 65 Opt-Out Form and returning it to InBenefits within the period specified by InBenefits.

2. Commencing February 1, 2024
  - (a) Each Eligible Employee shall contribute for each pay period an amount equal to 3.00% of Applicable Wages to the Plan: and
  - (b) The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 3.00% of Applicable Wage to the Plan.

Notwithstanding the foregoing, no Employee or Employer contributions shall be made to the Plan for an Eligible Employee for hours worked after the end of the year in which the Eligible Employee attains age 71.

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 has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement.

In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by the Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable. The financial obligations of the Employer to the MSPP shall in no event exceed the obligation to make contributions as set out in this Collective Agreement, together with interest, plus damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust and Collective Agreement.
5. 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 5 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;
  - gender
- (b) To be Provided with Each Remittance
- name;
  - Social Insurance Number;
  - monthly remittance broken down by employer and employee contributions;
  - applicable wages
  - year to date contributions broken down by employer and employee 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 employee 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
6. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust in respect of 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 as Appendix B.

## **Article 27:**

### **WORKPLACE HEALTH AND SAFETY**

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#### **27.01 WORKPLACE HEALTH AND SAFETY**

The Employer will make all reasonable provisions for the safety and health of Employees during working hours, and abide by Ontario's Health and Safety Act. The Union may, from time to time, bring to the attention of the Employer in writing any suggestions in this regard for their consideration.

#### **27.02 HEALTH AND SAFETY IMPROVEMENT FUND**

The Employer agrees to contribute \$0.02 for each regularly scheduled hour worked by each Employee in the bargaining unit to a Health and Safety Improvement Fund, to be administered and used by the Employer for research, studies, or investigation of workplace health and safety issues, to promote the occupational health and safety of Employees, or to improve the health and safety of the work environment, including the upgrade and maintenance of equipment. The Union and the Employer will mutually agree on expenditures to be allocated from this fund.

#### **27.03 AIR QUALITY**

The Employer agrees to make arrangements, in accordance with the Joint Health and Safety Committee, to have air quality tested regularly in areas which may be of concern to the health and safety of its Employees.

#### **27.04 EMERGENCY/FIRST AID TRAINING**

The Employer will make available to a sufficient number of Employees the opportunity to attend a properly accredited Emergency/First Aid Course. Time spent attending this course will be considered as time worked, and the Employer will assume all costs, if any, of this course.

## **Article 28:**

### **TECHNOLOGY AND WORKPLACE CHANGES**

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#### **28.01 UNION NOTIFICATION OF CHANGES**

The Employer shall take adequate steps to notify all Employees, and the Union, six (6) weeks before the introduction of any technological changes that affect the rights of Employees, conditions of employment, wage rates or workloads. Any such change will be made only after the Union and the Employer have reached an Agreement or settled any disagreement through the grievance procedure.

#### **28.02 WORK DISPLACEMENT**

When a position as defined in Appendix A is eliminated by virtue of technological change or mechanization, the Employee will be given the opportunity to fill other positions as defined under Article 18 and/or to elect the severance provision defined under Article 24.

#### **28.03 TRAINING PERIOD**

Where the introduction of new methods or machines requires different or greater skills than are currently possessed by an Employee, the Employer will provide to the affected Employee a training program sufficient in duration for the Employee to acquire the necessary knowledge or skills. If after such training period the Employee is unable to acquire the new skills and knowledge necessary, the Employee will be given an opportunity to fill other positions as defined in Article 18, or elect the severance provisions defined under Article 24. No new Employee will be hired by the Employer to assume any of the job duties of the worker whose job is affected by technological change, until after such Employee has completed her/his training program and is deemed to be unable to do the job.

## **Article 29:**

### **CONFIDENTIALITY**

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#### **29.01 CONFIDENTIALITY**

Employees will use their best efforts at all times to promote the best interests of the Toronto Metropolitan Students' Union including all aspects of the Students' Union including but not limited to services, contracts and agreements. Employees shall not disclose any of the Toronto Metropolitan Students' Union's private affairs or confidential information or use or allow anyone to use such information for her/his own purpose or those of any other individual or organization.

#### **29.02 EMPLOYEE INFORMATION**

Employees and the Employer share a mutual commitment to use discretion when discussing employees' private and confidential information. Private and confidential information shall be defined as employee files and grievances.

#### **29.03 DEPARTURE FROM THE WORKPLACE**

On an Employee's last day of work, they are required to return all keys, passwords, log-in information, money, contracts and contacts along with any and all confidential information to Management.

#### **29.04 MEDIA REQUESTS**

Employees shall not respond to or communicate with the media regarding the Employer or their employment under any circumstances. Employees are to report any media requests to the Executive Director immediately.

## **Article 30:**

### **PRESENT CONDITIONS AND BENEFITS**

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#### **30.01 MAINTENANCE OF BENEFITS AND CONDITIONS**

All rights, benefits, privileges and working conditions which Employees now enjoy, receive, or possess as Employees of the Employer will continue to be enjoyed and possessed in so far as they are consistent with this Agreement, but may be modified by mutual agreement between the Union and the Employer.

## **Article 31:**

### **WAGES**

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#### **31.01 WAGE SCALE**

The starting wage of Employees, effective the signing of this Agreement for the duration of the Agreement shall be \$62,145.05 plus the general wage increase for each year.

#### **31.02 ANNUAL INCREASES**

Employees shall receive an increase in pay on February 1st of each year of the Agreement at a rate of 1% in the first year (2024), 2.0% in the second year (2025) and 2.0% in the third year (2026).



## Article 32:

### DURATION OF THIS AGREEMENT

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#### 32.01 DURATION

This Agreement will continue in force and effect from February 1, 2024 until January 31, 2027.

#### 32.02 INVITATION TO BARGAIN

The Union or the Employer may, not more than two (2) months and not less than one (1) month prior to the expiration date of this Agreement, present to the other, in writing, proposed terms for a new further Agreement and/or amendments to this Agreement. Following such notice, arrangements for a meeting between the Union and the Employer will be secured within one (1) month. At such meeting, the parties will commence negotiations on the proposed amendments and/or terms of a new Agreement.

#### 32.03 EXTENSION OF THIS AGREEMENT

Failing Agreement by February 1, 2024 on a new or amended Agreement, this Agreement and all its terms will continue in force until a new Agreement is executed, or until the right to strike or lockout accrues, whichever comes first.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024

#### FOR THE EMPLOYER

Hafsa Iqbal  
Hafsa Iqbal (Sep 25, 2024 15:46 EDT)

Nadir Janjua  
Nadir Janjua (Sep 25, 2024 15:48 EDT)

#### FOR THE UNION

Heather Murray  
Heather Murray (Sep 25, 2024 15:56 EDT)

Ryan London

S.DeFranco  
S.DeFranco (Sep 25, 2024 17:32 EDT)

Ashlee Verma  
Ashlee Verma (Sep 25, 2024 17:46 EDT)

## **Appendix A:**

### **JOB DESCRIPTIONS**

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#### **CAMPUS GROUPS FINANCIAL COORDINATOR**

The Campus Groups Financial Coordinator coordinates the operations of Toronto Metropolitan Students' Union's (TMSU) course unions, Affiliate Groups, student groups, and other campus groups overseeing their budgets, facilitating group organizing and event planning.

##### **Duties:**

1. Organizes the Student Groups and Course Unions Committees and the all-executive meetings to ensure record keeping. Assists Management in preparing draft Agenda, and issues Minutes for each Committee.
2. Acts as a resource for TMSU policies and bylaws as they pertain to Course Unions, Student Groups, Affiliate Groups, Graduate Students' Course Unions, and other campus groups and ensures record keeping as required.
3. Provides advice and support to the appropriate Committees with respect to financial, policy, by-laws, promotions, and organizational matters of Course Unions, Student Groups, Affiliate Groups, Graduate Students' Course Unions, and other campus groups.
4. Issues waivers and Certificate of Insurance as required by student groups or course unions. Coordinates TMSU Campus Groups Day in September and Student Groups Winter fair in January.
5. Administers applications for the establishment of a new Student Groups, Course Unions, Affiliate Groups, and other campus groups. In exceptional circumstances, provides assistance with food or bar catering service bookings for campus groups in Student Campus Centre or on main campus with TMU Eats.
6. Oversees the administration and advises the appropriate Committees on special projects, office allocations and funding or grant applications for Course Unions, Student Groups, Affiliate Groups, Graduate Students' Course Unions, and other campus groups. Assists the Graduate Council and Management in reviewing new applications for funding or status.
7. Advises Course Unions, Student Groups, Affiliate Groups, and other campus groups on how to obtain office space and lockers as directed by Management. Assists with the administration of TMSU Student Group Offices and maintains related records.
8. Records Course Unions, Student Groups and Affiliate Group financial balances. This includes base funding, deposits, withdrawal, and grants.
9. Reports financial to subsequent groups and Management

10. Facilitates the Course Unions, Student Groups, and Affiliate Groups yearly training. This includes updating manuals and suggesting any operational and financial updates to Management.

11. Receives and verifies that all reimbursements are in accordance with the TMSU financial policy, training manuals, and by-laws, as well as within the campus groups' budget.

12. Enters payment requests into SAGE for processing.

13. As time permits, assists with other duties as assigned.

14. Supervised by and reports to the Financial Controller.

## STUDENT ISSUES AND ADVOCACY COORDINATOR

The Student Issues and Advocacy Coordinator acts as the Toronto Metropolitan Students' Union (TMSU) lead advocate for students, including, but not limited to, Toronto Metropolitan's appeal process and other academic issues, and implements services and campaigns, as directed by Management, which seek to improve the quality of and access to education at Toronto Metropolitan.

### **Duties:**

1. Represents and advises students in matters related to appeals and complaints, both academic and non-academic, at all stages of appeal.
2. Administers drop-in hours and scheduling of appointments to advise and assist students.
3. Identifies workshops, seminars, or other training opportunities related to student rights and the human rights of students, including workers' rights, along with developing and implementing relevant workshops and/or training programs and creating materials to address identified needs of students as established by Management. Coordinates such efforts with Toronto Metropolitan University, where appropriate.
4. Tracks and provides advice on University policy issues related to education, student rights and other matters considered by Toronto Metropolitan's Senate. May be asked to attend meetings of the Senate and/or appropriate University committees wherever possible.
5. Required to produce a year-end report including statistics and analysis of trends and issues facing students in relation to academic appeals and hearings.
6. Takes a primary role in campaigns related to student rights (undergraduate and graduate) and works in collaboration with the Equity and Campaigns Organizer, and other staff members where applicable, to ensure such campaigns are coordinated.
7. Assists in the development of budgets for advocacy issues campaigns, and ensures budgets as established by TMSU for these areas are adhered to.
8. Researches issues related to quality of or access to education and student rights, and assists in the development of fact sheets, briefs, backgrounders, and other research documents.
9. Assists and acts as a resource to the Educational Issues Committee, and attends meetings wherever possible and as directed by management. Ensures the coordination of education and advocacy campaigns and seeks to inform students about academic, university and working rights.
10. Works with Management, the Equity and Campaigns Organizer, and other staff members where applicable to organize campaigns related to Graduate students and Graduate student issues.

11. Researches issues related to quality of or access to education for graduate students, and assists in the development of fact sheets, briefs, backgrounders, and other research documents for graduate issues.
12. Assists the Executives, in conjunction with the Equity and Campaigns Organizer, in the development of lobbying campaigns and initiatives, as pertaining to University policies.
13. As time permits, assists with other duties as assigned.
14. Supervised by and reports to the Operations Supervisor.

## **FINANCE COORDINATOR**

The Finance Coordinator assists the Financial Controller in implementing the appropriate accounting and financial control procedures for Toronto Metropolitan Students' Union (TMSU). The Finance Coordinator's primary purpose is to ensure the accurate record keeping of TMSU's financial affairs, and ensuring implemented controls are in place.

### **Duties:**

#### **FINANCIAL TRACKING & BANKING**

1. Maintains effective accounting systems, utilizing SAGE and its various modules or equivalent software, to ensure accurate record keeping and reporting of TMSU's financial information for all areas of the operation.
2. Maintains and reconciles Accounts Receivable, and Accounts Payable, and General Ledger on a monthly basis, and submits to the Financial Controller for approval.
3. Prepares invoices and Ryerson internal charge-backs for TMSU operations.
4. Prepares and executes bank deposits on a weekly basis or as required.
5. Prepares cheques and other forms of payment as directed by Management, to TMSU's suppliers and creditors.
6. Prepare HST, pension, and union dues remittances on a monthly basis
7. Prepare month bank reconciliations for 5 accounts
8. Monthly GL account reconciliations and report variances to the Financial Controller

#### **REPORTING**

1. Assists in the preparation of TMSU's Annual Operating Budget.
2. Prepares reports and schedules for year-end auditing purposes and assists auditors with preparation of the year-end audit.

#### **INTERNAL CONTROLS AND FINANCIAL ADVICE**

1. Maintains effective procedures and controls to ensure accurate record keeping and reporting of TMSU's financial information. Assists with the implementation of any Audit recommendations made by the Finance Committee or Financial Controller.
2. Provides advice on internal financial controls, including cash controls for TMSU's revenue generating services, and sees that such controls are followed through all accounting practices.

3. Assists in developing and implementing operating and control procedures related to financial matters of TMSU services.
4. Assists Management in the maintenance of TMSU's investment portfolio, executes related transactions as required and directed by Management.
5. Maintains confidentiality with respect to TMSU finances.
6. As time permits, assists with other duties as assigned.
7. Supervised by and reports to the Financial Controller.

## EVENTS & SPONSORSHIP COORDINATOR

The Events Coordinator works to organize, plan, promote, and execute social and educational events for the Toronto Metropolitan Students' Union (TMSU).

### **Duties:**

1. Acts as a resource in the development and implementation of all TMSU's social and educational and equity events, including, but not limited to:
  - Determining and executing event promotions and marketing.
  - Assessing space requirements, booking of appropriate venues, and securing necessary permits and permissions.
  - Determining and securing event production requirements, such as lighting and sound.
  - Determining appropriate staffing needs for events, including volunteers, stage crew, marshals and security where appropriate.
  - Evaluating risk exposure, and creating plans to mitigate risks.
  - Advising on and implementing contractual obligations with event talent, agencies, municipal agencies and other appropriate entities.
  - Ensuring TMSU events are inclusive, accessible, and organized from an anti- oppressive framework.
  - Ensuring adequate publicity is made in regards to accommodations for TMSU events.
2. Coordinating budgeting for events, tracking spending against budget, and reporting variations to Management.
3. The Events Coordinator is responsible for the successful development, organizing and execution of social and educational events of TMSU as directed by Management, including, but not limited to:
  - Overseeing load-in, setup, and strike of lighting, sound and other technical equipment where applicable.
  - Ensuring event volunteers, stage crew, marshals and security are provided with direction and are supervised.
  - Ensuring the successful implementation of any risk management strategies.
  - Ensuring all event revenues are accurately tracked and received.



4. Assist with the preparation for all internal TMSU meetings:
  - Processes space booking requests for all TMSU staff, Committees of the Board, Student Groups, Course Unions, Graduate Students' Course Unions, Affiliate Groups and other campus groups.
  - Provides advice and recommendations on such processes as requested by Management, and attends meetings with University or Student Centre officials regarding such issues as directed.
  - Books space and preps materials for SAGM and AGM.
  - Organizes annual TMSU board retreat and all materials (e.g. agendas, activities, venue, etc.)
5. As time permits, assists with other duties as assigned

Supervised by and reports to the Executive Director. Consults with the Financial Controller regarding financial elements of the role.

## **EQUITY AND CAMPAIGNS ORGANIZER**

The Equity and Campaigns Organizer works to implement services and campaigns, as directed by Management which seek to improve equity, health and safety on campus.

### **Duties:**

1. Assists in the development and implementation of equity and education campaigns, including the development of campaign materials, involving those issues related to but not limited to: anti-oppression, inclusiveness, and quality and accessibility of education.
2. Develops and executes strategies related to the recruitment and retention of volunteers for campaign efforts.
3. Ensures the coordination of campaign efforts with any external bodies or organizations, as directed by Management.
4. Identifies equity training and development opportunities related to equity for the Board of Directors, Staff and volunteers. Develops and ensures implementation of relevant training programs and materials to address identified needs.
5. Assists in the development of budgets for the Student Action Committee, Sustainability Committee, Equity and Social Justice Committee and the Equity Service Centres. Ensures budgets established for these areas are adhered to.
6. Assists and acts as a resource to the Student Action Committee, Sustainability Committee and Equity and Social Justice Committee and attends meetings as required.
7. Researches educational issues and equity issues. Develops and maintains resource information on these issues. Assists in the development of fact sheets, briefs, backgrounders, and other research documents.
8. Coordinates and assists with Equity Service Centres' operations and activities, including but not limited to event coordination, campaign development and fundraising.
9. Identifies and acts on opportunities for cooperation with TMSU and the Equity Service Centres on relevant campaigns.
10. Coordinates promotions and awareness to elevate the profile of the Equity Service Centres.
11. Coordinates adherence to the Equity Service Centres Policy and recommends to Management policies or amendments to policies related to education and equity issues.
12. Supports Management in its hiring and training of part-time employees and volunteers involved in the areas of education, equity, and sustainability, including Coordinators, within the Equity Service Centres.

13. Responsible to coordinate all Coordinators working for the Equity Service Centres, and administers human resource applications, forms, timesheets and training.
14. Develops and executes strategies, at the direction of Management, related to the recruitment, orientation and retention of volunteers within the Equity Service Centres.
15. Ensures adequate record keeping is maintained for each Equity Service Centres.
16. Provides regular reports on fundraising, activities and level of participation of each Equity Service Centres to management.
17. Recommends and initiates special projects related to the Equity Service Centres and/or campaigns of the Students' Union, as directed by Management.
18. Assists in the development of issues-based policies pertaining to equity, social justice, and access to education issues.
19. As time permits, assists with other duties as assigned.
20. Supervised by and reports to the Operations Supervisor.

## **CopyRITE SERVICES COORDINATOR**

CopyRITE is a service of the Toronto Metropolitan Students' Union. Services include photocopying, word processing, binding, graphics, and other services designed to support students with their documents and presentations, as well as to support TMSU with promotional and support material. The CopyRITE Services Coordinator's primary role is to be responsible for overseeing and coordinating daily service functions, and utilizing new computer technologies to automate aspects of TMSU CopyRITE services and systems.

### **Duties:**

#### **OPERATIONS**

1. Maintains a high quality, efficient, customer-oriented service.
2. Ensures the smooth delivery of all CopyRITE services.
3. Ensures that appropriate stock required for proper operation of the service is ordered, distributed and maintained.
4. Ensures that all CopyRITE equipment and RSU photocopiers are properly maintained and in good operating condition. Maintains up to date equipment manual.
5. Ensures proper safety and theft deterrence measures are in place and implemented.
6. Ensures that all staff are performing their duties in a safe manner. Keeps CopyRITE in clean and safe operating condition, and ensures compliance with WHIMIS regulations.
7. In conjunction with Management, develops and implements advertising, outreach, and promotional strategies of CopyRITE services including providing updates for the website.
8. As time permits, assists with other duties as assigned.

#### **ADMINISTRATION**

9. Ensures supplies are ordered for the administration of the CopyRITE service.
10. Prepares and reviews daily cash reports, monthly inventory reports, cheque requisitions, chargebacks, coin-op reconciliations, and other records of operation for submission to the Finance Coordinator.
11. Maintains and verifies cash floats.
12. Ensures that a monthly and yearly inventory of all supplies and stock is conducted and costed, and maintains awareness of current pricing issues.
13. Periodically assesses equipment needs of CopyRITE, researches new equipment, and makes recommendations to Management as required.

14. Prepares annually an analysis of the operations of CopyRITE including service improvements, expenditure and policy recommendations.
15. Prepares and provides a detailed monthly report that includes an analysis of sales, inventories and current operating issues, to Management.
16. Maintains and updates current staff manuals for CopyRITE.

## **PERSONNEL**

17. Coordinates the work of the part-time CopyRITE staff.
18. Provides advice and support to Management in the exercise of Management's rights to hire, supervise, train and discipline part-time personnel.
19. Schedules all part-time personnel, monitors part-time hours and submits payroll records to Finance Coordinator bi-weekly.
20. Supervised by and reports to the Operations Supervisor.

## **CENTRE FOR SAFER SEX & SEXUAL VIOLENCE SUPPORT COORDINATOR**

The Centre for Safer Sex and Sexual Violence Support Coordinator works to oversee the students' union Sexual Assault Survivor Support Line, sexual health and sexual education projects, and sexual violence education campaigns.

### **Duties**

1. Assists in the development and implementation of sexual violence campaigns, including the development of campaign materials.
2. Responsible to maintain regular office hours and ensure the health, cleanliness, and organization of the office and its services.
3. Ensures the coordination of campaign efforts with those of the Canadian Federation of Students, and any other external bodies or organizations.
4. Identifies education, training and development opportunities related to sexual violence for the Board of Directors, Staff and volunteers. Develops and ensures implementation of relevant training programs and materials to address identified needs.
5. Assists in the development of budgets for the Sexual Assault Survivor Support Line. Ensures budgets established for these areas are adhered to.
6. Assists and acts as a resource to the Equity and Social Justice Committee and attends meetings as required. Attends and assists the TMSU and Sexual Assault Survivor Support Line in Toronto Metropolitan and community meetings, including but not limited to, the Office of Sexual Violence Support and Education, December 6 Memorial Planning, and other committees pertaining to sexual violence and sexual education.
7. Researches sexual violence issues. Develops and maintains resource information on these issues and on-campus and off-campus resources. Assists in the development of fact sheets, briefs, backgrounders, and other research documents.
8. Coordinates and assists with Sexual Assault Survivor Support Line operations and activities, including but not limited to volunteer management, equipment and systems analysis, event coordination, campaign development and fundraising.
9. Coordinates the Toronto Metropolitan Students' Union sexual education program including ordering, distribution, expansion and education of sexual education supplies and materials.
10. Identifies and acts on opportunities for cooperation with TMSU and the Sexual Assault Survivor Support Line on relevant campaigns.
11. Coordinates promotions and awareness to elevate the profile of the Sexual Assault Survivor Support Line.

12. Ensures adherence to the TMSU Policy and recommends to Management policies or amendments to policies related to sexual violence.
13. In conjunction with Management, participates in the hiring and training of part-time employees and volunteers involved in the Sexual Assault Survivor Support Line.
14. Responsible to supervise all Coordinators working for the Sexual Assault Survivor Support Line, required to administer human resource applications, forms, timesheets and training. Acts as the main point of contact for discipline and supervision of coordinators.
15. Develops and executes strategies related to the recruitment, orientation, retention and support services of volunteers within the Sexual Assault Survivor Support Line.
16. Ensures adequate record keeping is maintained for the Sexual Assault Survivor Support Line. Responsible in maintaining, updating and compiling intake forms through the Sexual Assault Survivor Support Line.
17. Provides regular reports on fundraising, activities and level of participation for the Sexual Assault Survivor Support Line to management.
18. Recommends and initiates special projects related to the Sexual Assault Survivor Support Line and/or sexual violence and sexual education campaigns of the Students' Union.
19. Assists in the development of issues-based policies pertaining to sexual violence and sexual education.
20. Responsible for supporting part-time staff developing an outreach strategy to promote the services of SASSL and CSSSV; outreach includes but is not limited to tabling, class talks, and postering.
21. As time permits, assists with other duties as assigned.
22. Works in conjunction with the Vice President Equity, and is supervised by and reports to the Executive Director.

## **GOOD FOOD CENTRE COORDINATOR**

The Good Food Centre Coordinator works to oversee the students' union Good Food Centre, food insecurity, and student poverty campaigns.

### **Duties**

1. Assists with the day-to-day operations of the Good Food Centre.
2. Assists in the development and implementation of food security, nutrition and student poverty campaigns, including the development of campaign materials.
3. Ensures the coordination of campaign efforts with those of the Canadian Federation of Students, and any other external bodies or organizations.
4. Assists in the development of the budget for the Good Food Centre. Ensures budgets established for these areas are adhered to.
5. Assists and acts as a resource to the Sustainability Committee and attends meetings as required.
6. Researches food security, nutrition and student poverty issues. Develops and maintains resource information on these issues and on-campus and off-campus resources. Assists in the development of fact sheets, briefs, backgrounders, and other research documents.
7. Coordinates and assists with Good Food Centre operations and activities, including but not limited to volunteer management, equipment and systems analysis, event coordination, campaign development and fundraising.
8. Coordinates services provided through the Good Food Centre, including but not limited to, the food bank program, Good Food Box program, Community Garden, Emergency Food Grants and other services determined by Management.
9. Identifies and acts on opportunities for cooperation with TMSU and the Good Food Centre on relevant campaigns.
10. Coordinates promotions and awareness to elevate the profile of the Good Food Centre.
11. Ensures adherence to the TMSU Policy and recommends to Management policies or amendments to policies related to food insecurity, nutrition and student poverty.
12. In conjunction with Management, participates in the hiring and training of part-time employees and volunteers involved in the Good Food Centre.
13. Responsible to supervise all Coordinators working for the Good Food Centre, required to administer human resource applications, forms, timesheets and training. Acts as the main point of contact for discipline and supervision of coordinators.
14. Develops and executes strategies related to the recruitment, orientation, retention and



support services of volunteers within the Good Food Centre.

15. Ensures adequate record keeping is maintained for the Good Food Centre Responsible in maintaining, updating and compiling intake forms through the Good Food Centre.

16. Provides regular reports on fundraising, activities and level of participation for the Good Food Centre to management. Responsible for coordinating food drives, monetary drives and other food bank fundraisers throughout the year.

17. Recommends and initiates special projects related to the Good Food Centre and/or food insecurity, nutrition and student poverty campaigns of the Students' Union.

18. Assists in the development of issues-based policies pertaining to food insecurity, nutrition and student poverty.

19. As time permits, assists with other duties as assigned.

20. Supervised by and reports to the Executive Director.

## **INTERNAL COORDINATOR**

The Internal Coordinator supports the efforts of the Executive and Staff, through the systems, resources, and interaction with members of the Students' Union, to allow for the efficient and effective operation of the Toronto Metropolitan Students' Union (TMSU).

### **Duties:**

1. Responsible for creating a welcoming environment for members and visitors to the TMSU office, as the first point of contact. Provides general information to members and the Ryerson community as requested, including answering enquiries and making referrals where necessary. Maintains the front office area including ensuring general orderliness, approving and organizing postings, maintaining a supply of necessary informational items.
2. Administration and marketing of the TMSU graduation photography services, in conjunction with the photography studio and Management. Provides recommendations to Management with regards to contract amendments and renewals. Oversees composite creation and distribution during convocation and throughout the year.
3. Assists with the marketing of TMSU's services, campaigns and events and services and campaigns of the Canadian Federation of Students.
4. Responsible for relaying or redirecting calls and visitors to the proper personnel or areas. Distributes incoming mail to appropriate people and ensures out-going mail is processed. Makes arrangements for delivery of items via courier or special delivery as requested.
5. Responsible for compiling and maintaining a current, accurate and confidential directory of TMSU's personnel including Staff, Directors, Executives, Commissioners, and applicable contacts for the organization's services. Communicates such information as necessary to external organizations including the University, Canadian Federation of Students, and others as requested, for inclusion in directories, and other similar publications.
6. Works with Management on creating, maintaining, and improving upon internal office communication systems, including, but not limited to, common filing systems, databases, and archives, to promote the sharing of resources and information within TMSU
7. Responsible for conducting a Request For Proposal (RFP) process and providing feedback on any and all new agreements the organization enters into.
8. Schedules part-time front desk staff. Assists Management with administration of work-study or other part-time employment programs, including but not limited to the collection provision and collection of time sheets and inputting work-study hours.
9. Acts as the Secretary of the Board, with their duties as outlined in the bylaws, including drafting agendas and attending meetings to assist with the recording of minutes. Assists with the organization of meetings for the Board of Directors and Committees of the Board.
10. Assists with the organization of general meetings of the membership, Board of Directors retreats, and training.

11. Assists in the maintenance of office equipment including but not limited to photocopiers, printers, and fax machines. Establishes and maintains appropriate contacts of maintenance of equipment, and acts accordingly on concerns expressed from TMSU personnel.
12. Maintains supplies for use by the TMSU staff and Executive/Directors. Coordinates the ordering of supplies, and assists with the purchases related to office furniture and general capital improvements to the TMSU office.
13. Assists with membership outreach and recruitment for the Students' Union.
14. In conjunction with Management, is responsible to hire and supervise the Chief Returning Officer (CRO) for the TMSU general elections.
15. Advises the CRO and Elections Appeals Committee on the coordination of all referenda and the TMSU general elections.
16. Maintains and updates master copy of current by-laws and policy. As requested by Management, makes recommendations regarding TMSU constitution, policy, and by-laws.
17. Processes space booking requests for all TMSU staff, Committees of the Board, Student Groups, Course Unions, Graduate Students' Course Unions and Affiliate Groups. Provides advice and recommendations on such processes as requested by Management, and attends meetings with University or Student Centre officials regarding such issues as directed.
18. As time permits, assists with other duties as assigned.
19. Supervised by and reports to the Executive Director of the TMSU.

## **MEMBER SERVICES COORDINATOR**

The Member Services Coordinator leads the Toronto Metropolitan Students' Union (TMSU) direct interaction with its student-members, primarily through the Toronto Metropolitan Students' Union Member Services Office, or other designated front-line facilities.

### **Duties:**

1. Responsible for the efficient operation of the TMSU's Member Services Office as the organization's focal point for providing information and referrals related to the resources and services it provides.
2. Primary staff person to oversee the operation, sales and administration of:
  - Tickets for TMSU events and other campus events and functions as determined by the Employer
  - Selling of other merchandise as determined by the Employer
  - Distribution of pamphlets, leaflets, or other informational devices of the TMSU, CESAR and the Canadian Federation of Students
  - Distribution of International Student Identity Cards (ISICs)
  - Lost and Found Service
  - Providing general information and referrals where required to TMSU members and the Toronto Metropolitan community.
3. Responsible for the administration of TMSU's participation in any "Volume Incentive Purchase" or similar programs, such as, the Toronto Transit Commission program in past. Ensures that all aspects of TMSU's agreement with the vendors are respected, as related to the discounted sale to members and the Toronto Metropolitan Community..
4. Responsible for administration and marketing, in conjunction with the Management, the Internal Coordinator, and Canadian Federation of Students, of TMSU's participation in the International Student Identity Card service.
5. Identifies opportunities to assist in the efficient provision of information, services, and resources related to other areas of TMSU, where such opportunities fall within the mandate of the Member Services Office.
6. Represents TMSU through participation in meetings with University staff regarding the provision of information and resources to member-students, as required and directed by Management.
7. Works with Management and the associated service partner on developing and executing marketing plans, outreach strategies and associated activities for the services mentioned above, including but not limited to the TTC Discount Metropass Program and the ISIC program.
8. Provides advice and recommendations to Management as required regarding the delivery of the above mentioned programs, including any contracts or agreements related thereto, and the delivery of new services and products in response to student needs and wants.
9. As time permits, assists with other duties as assigned.

## **ADMINISTRATION**

10. Ensures supplies are ordered for the administration of the Member Services Office service.
11. Prepares and reviews daily cash reports, monthly inventory reports, cheque requisitions, and other records of operation for submission to the Finance Controller and Executive Director.
12. Maintains and verifies cash floats.
13. Ensures that a monthly inventory of all supplies and stock is conducted and costed, and maintains awareness of current pricing issues.
14. Periodically assesses equipment needs of the Member Services Office, researches new equipment, and makes recommendations to Management as required.
15. Prepares annually an analysis of the operations of the Member Services Office including service improvements, expenditure and policy recommendations.
16. Prepares and provides a detailed monthly report that includes an analysis of sales, inventories and current operating issues to Management.
17. Maintains and updates current staff manuals for the Member Services Office.

## **PERSONNEL**

18. Monitors and directs the work of the part-time Member Services Office staff.
19. In conjunction with Management participates in the hiring, supervising, training and disciplining of part-time, work-study or summer personnel.
20. Ensures that staff of the Member Services Office receives the necessary training to ensure they are adequately familiar with TMSU's, CESAR's and the Student Centre's resources and services. Works with Management on the development of proper training programs to reach these goals.
21. Schedules all part-time personnel, monitors part-time hours and submits bi-weekly payroll records to the Financial Controller.

Supervised by and reports to the Executive Director.

## **GRAPHIC DESIGNER & COORDINATOR**

The Toronto Metropolitan Students' Union (TMSU) requires in-house graphic design for the production and advertising of many internal promotions and retail services. The Graphic Designer & Coordinator works with Management to establish and execute the conceptual and stylistic direction for communications and design work solely for TMSU.

### **Duties:**

1. Designs printed materials, and any electronic versions of such materials, for TMSU projects, services, outreach, promotions, publications, campaigns and events.
2. Coordinates the production of printed materials for TMSU, including electronic versions of such materials. Works with Management to establish an appropriate production schedule, and associated deadlines.
3. Works with Management in obtaining price quotes and securing contacts with printers and suppliers.
4. Works with Management in developing TMSU's overall look, graphic elements, and best-suited size/type style for materials for TMSU services, projects, publications, campaigns, and events. Recommends the media best suited to produce desired visual effect and the most appropriate vehicle for communication.
5. Develops TMSU's graphical organizational identity through branding. Contributes to the development of guidelines for the use of TMSU's logos and fonts, and to the development of any associated style guides.
6. Establishes and maintains the Students' Union's identity, including but not limited to print, web, and signage.
7. Assists Management towards the development of an annual marketing strategy for TMSU
8. Develops and maintains photo and illustration banks. Assists in the hiring of illustrators, photographers, etc. as directed and required to produce images that meet communications needs if none are appropriate or available.
9. Provides banner ads and artistic elements for the TMSU website as required by Management.
10. Assists in researching and keeps current on any new or different media available to TMSU for promotion.
11. Troubleshoots graphics and provides assistance to CopyRITE.
12. As time permits, functions as CopyRITE's in-house graphic designer for brokered outside jobs.
13. As time permits, assists with other duties as assigned.
14. Supervised by and reports to the Executive Director

**APPENDIX B  
PARTICIPATION AGREEMENT**

**The Agreement made this 25th day of June 2024**

**BETWEEN:**

**TORONTO METROPOLITAN STUDENTS' UNION  
(the "Employer")**

**- and -**

**MULTI-SECTION PENSION PLAN BY ITS TRUSTEES  
(the "Trustees")**

In consideration of the Employer becoming a participating employer, commencing December 16, 2013, in the Multi-Sector Pension Plan ("MSPP" or the "Plan"), by making contributions to the Plan in accordance with the collective agreement ("Collective Agreement") between the Employer and Local 1281 of the Canadian Union of Public Employees (the "Union"), and in consideration of the Trustees making benefits in accordance with the Plan available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the Collective Agreement, failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to enforce this Participation Agreement. If the Employer is delinquent in its contribution payments, the Employer shall pay the Trustees for any related losses or costs, including interest, liquidated damages and costs in accordance with the provisions of this Participation Agreement and the Agreement and Declaration of Trust dated January 1, 2002, as amended ("Declaration of Trust") in respect of the Plan.
2. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust in respect of 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. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and any subsequent amendments as they are made.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, plus damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust and Collective Agreement.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall

be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by the Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.

5. 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 any additional information which may be required by the applicable legislation for an Employer located in a province other than Ontario which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits

For further specificity, the information required for each Eligible Employee is as follows:

(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 Employers' Fund entry date;  
gender.

(b) To be Provided with each Remittance

Name;  
Social Insurance Number;  
Monthly remittance broken down by employer and employee contributions;  
Applicable Wages;  
Year to date contributions broken down by employer and employee 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 (YYYY/MM/DD);  
Marital status;  
Date of death (if applicable).

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

Current complete address list for all Eligible Employees;  
Period(s) of absence due to illness or disability, including WSIB; period(s) of layoff, 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.

6. All personal information about employees provided to the Administrator of the Plan pursuant to section 5 of this Agreement and/or the provisions of the Collective



Agreement will be treated as Confidential Information. Except as required by law, Confidential Information will only be disclosed to the Trustees, employees of the Administrator, a service provider retained by the Trustees, the individual to whom the Confidential information pertains or a representative of that individual who has been authorized in writing. The Confidential Information is also subject to the provisions of the MSPP's Privacy Statement. The Trustees will provide to the Employer, at its request, a copy of the MSPP's Privacy Statement.

**EMPLOYER:**

  
Hafsa Iqbal (Jul 19, 2024 12:44 EDT)

Authorized Signature

*Nadir Janjua*  
Nadir Janjua (Jul 19, 2024 12:46 EDT)

Authorized Signature

**MULTI-SECTOR PENSION PLAN, BY ITS TRUSTEES**

  
Heather Murray (Jul 19, 2024 12:54 EDT)

Authorized Signature

*Ryan London*  
Ryan London (Jul 19, 2024 13:00 EDT)

Authorized Signature

## LETTER OF UNDERSTANDING

**Canadian Union of Public Employees, Local 1281  
("Union")**

**-and-**

**Toronto Metropolitan Students' Union  
("Employer")**

### **RE: COOPERATION MEETINGS and DISPUTE RESOLUTION**

WHEREAS the Union and the Employer (collectively, the "Parties") recognize that they have a mutual interest in and an obligation to maintain and enhance a constructive relationship between rounds of bargaining on issues of joint interest;

NOW THEREFORE, the Parties agree as follows:

1. At the start of each quarter of the Employer's fiscal year (May, August, November, February) the Parties shall schedule the Cooperation Meetings (Article 9 of the Collective Agreement) of the subsequent quarter;
2. The Cooperation Meetings will be made up of no more than two (2) Employer and two (2) Union representatives;
3. A week prior to the meeting the Parties shall create and finalize an agenda of matters proposed to be discussed at the upcoming Cooperation Meeting. The topic of discussion may not include matters that are the subject of a filed grievance, negotiations for the amendment or renewal of this agreement, or concerns about an individual employee;
4. The Cooperation Meetings shall be used to discuss labour relations issues and matters directly that have arisen in the workplace affecting the Parties;
5. The parties to the Committee agree that any discussion at the Committee will be on a without-prejudice and without-precedent basis, unless agreed otherwise.

**For the Employer**

  
Hafsa Iqbal (Jul 19, 2024 12:44 EDT)

**For the Union**

  
Heather Murray (Jul 19, 2024 12:54 EDT)

## **LETTER OF UNDERSTANDING**

**Canadian Union of Public Employees, Local 1281  
("Union")**

**-and-**

**Toronto Metropolitan Students' Union  
("Employer")**

### **RE: WORK FROM HOME PROGRAM**

The Employer agrees that bargaining unit employees may work from home one (1) day per week, subject to eligibility and operational demands. The work from home schedule shall be determined at the sole and exclusive discretion of the Employer.

Employees are ineligible to participate in the program if they are on their probationary period, a performance improvement plan, and/or attendance management plan.

Employees working under the program must:

- fully complete a work from log for each work from home day;
- dedicate their full attention to their work duties for the TMSU during their work hours;
- maintain regular contact with the Employer, and respond to their manager in a prompt manner;
- Employees will ensure they will have a quiet, dedicated and distraction-free working space where they can perform their duties uninterrupted;
- Employees are responsible for setting up and maintaining a designated workspace that meets the Employer's workplace health and safety requirements – Guidelines; and,
- Employees must have an adequate internet connection necessary to perform the requirements of their job and must not use unsecure public Wi-Fi while working on Employer material.

The Employer reserves the right to rescind an Employee's participation in the program if they fail to comply with the above-noted requirements.

The Union acknowledges and agrees that the Employer will not be responsible or held liable for the any damages to an Employee's property, or for any injuries to family members, visitors, or any others at the Employee's home or other premises, should they choose to work from home.

This Letter shall cease having effect upon the ratification of the renewal Collective Agreement between the Employer and Union that commences on February 1, 2027, unless the parties mutually agree to renew the letter.

**For the Employer**

Nadir Janjua  
Nadir Janjua (Jul 19, 2024 12:46 EDT)

Hafsa Iqbal  
Hafsa Iqbal (Jul 19, 2024 12:44 EDT)

**For the Union**

Heather Murray  
Heather Murray (Jul 19, 2024 12:54 EDT)

Ryan London  
Ryan London (Jul 19, 2024 13:00 EDT)

Ashlee Verma  
Ashlee Verma (Jul 19, 2024 12:58 EDT)

A DeFronzo

## LETTER OF UNDERSTANDING

**Canadian Union of Public Employees, Local 1281  
("Union")**

**-and-**

**Toronto Metropolitan Students' Union  
("Employer")**

### **RE: SAMANTHA DEFRANCO SICK DAY CREDITS**

WHEREAS the Union and the Employer (collectively, the "Parties") have agreed, pursuant to Article 21.02, that effective the ratification of this renewal collective agreement bargaining unit employees may only carried forward a maximum of thirty (30) sick days from one year to another;

AND WHEREAS, as of June 20, 2024, Samantha Defranco ("Defranco") has accrued 39.5 sick day credits;

NOW THEREFORE, the Parties agree as follows:

1. The Parties hereby agree that the amendment to the carry forward sick day entitlement at Article 21.02 shall not result in Defranco's sick day credits being reduced from 39.5 sick days to thirty (30) sick days.
2. Defranco's sick day credits shall be "red-circled" (i.e. the current allotment of accrued sick days shall be preserved, without reduction for the sake of complying with the new terms of Article 21.02, but without the right to accrue and/or carry forward any additional sick day credits), until such time as (whichever comes first):
  - a. Defranco's sick day credits are at or below the threshold set out in Article 21.02 of the Collective Agreement; or
  - b. The current collective agreement (February 1, 2024 – January 31, 2027) expires, at which time any sick day credits Defranco may have accrued beyond thirty (30) days are forfeited.

At which time this letter shall cease having effect.

**For the Employer**

  
Hafsa Iqbal (Jul 19, 2024 12:44 EDT)

**For the Union**

  
Heather Murray (Jul 19, 2024 12:54 EDT)


# Collective Agreement TMSU 1281-20\_for signing\_ expiry January 31 2027


Final Audit Report


2024-09-25


Created:	2024-08-07
By:	Marya Bondarets (mbondarets@cupe.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAevynACUcCzC6MVS1bUOwiVTPQEE7Jct5


## "Collective Agreement TMSU 1281-20\_for signing\_ expiry January 31 2027" History


 Document created by Marya Bondarets (mbondarets@cupe.ca)  
2024-08-07 - 7:20:41 PM GMT


 Document emailed to hafsa@yourtmsu.ca for signature  
2024-08-07 - 7:24:31 PM GMT


 Email viewed by hafsa@yourtmsu.ca  
2024-08-08 - 2:43:04 PM GMT


 Email viewed by hafsa@yourtmsu.ca  
2024-09-23 - 2:43:29 AM GMT


 Email viewed by hafsa@yourtmsu.ca  
2024-09-25 - 7:44:47 PM GMT

 Signer hafsa@yourtmsu.ca entered name at signing as Hafsa Iqbal  
2024-09-25 - 7:46:23 PM GMT

 Document e-signed by Hafsa Iqbal (hafsa@yourtmsu.ca)  
Signature Date: 2024-09-25 - 7:46:25 PM GMT - Time Source: server

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2024-09-25 - 7:46:27 PM GMT

 Email viewed by nadir@yourtmsu.ca  
2024-09-25 - 7:47:05 PM GMT

 Signer nadir@yourtmsu.ca entered name at signing as NadirJanjua  
2024-09-25 - 7:48:13 PM GMT



Document e-signed by NadirJanjua (nadir@yourtmsu.ca)

Signature Date: 2024-09-25 - 7:48:15 PM GMT - Time Source: server



Document emailed to hmurray@cupe.ca for signature

2024-09-25 - 7:48:17 PM GMT



Email viewed by hmurray@cupe.ca

2024-09-25 - 7:55:00 PM GMT



Signer hmurray@cupe.ca entered name at signing as Heather Murray

2024-09-25 - 7:56:01 PM GMT



Document e-signed by Heather Murray (hmurray@cupe.ca)

Signature Date: 2024-09-25 - 7:56:03 PM GMT - Time Source: server



Document emailed to Sam Richards (office@cupe1281.ca) for signature

2024-09-25 - 7:56:05 PM GMT



Email viewed by Sam Richards (office@cupe1281.ca)

2024-09-25 - 8:56:31 PM GMT



Document e-signed by Sam Richards (office@cupe1281.ca)

Signature Date: 2024-09-25 - 8:57:06 PM GMT - Time Source: server



Document emailed to defrancosr@gmail.com for signature

2024-09-25 - 8:57:08 PM GMT



Email viewed by defrancosr@gmail.com

2024-09-25 - 8:58:59 PM GMT



Signer defrancosr@gmail.com entered name at signing as S.DeFranco

2024-09-25 - 9:32:33 PM GMT



Document e-signed by S.DeFranco (defrancosr@gmail.com)

Signature Date: 2024-09-25 - 9:32:35 PM GMT - Time Source: server



Document emailed to Ashlee Verma (ashlee.verma@icloud.com) for signature

2024-09-25 - 9:32:37 PM GMT



Email viewed by Ashlee Verma (ashlee.verma@icloud.com)

2024-09-25 - 9:45:54 PM GMT



Document e-signed by Ashlee Verma (ashlee.verma@icloud.com)

Signature Date: 2024-09-25 - 9:46:11 PM GMT - Time Source: server



Agreement completed.

2024-09-25 - 9:46:11 PM GMT



**Adobe Acrobat Sign**