

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 557**

and

Student Association of George Brown College

DURATION: May 1, 2020 to April 30, 2024



Sector 03
5-557-10400-20240430-03

TABLE OF CONTENTS

ARTICLE #	PAGE #
ARTICLE 1 – PURPOSE	1
ARTICLE 2 – RECOGNITION	1
ARTICLE 3 – MANAGEMENT RIGHTS	1
ARTICLE 4 – PROBATIONARY EMPLOYEES	2
ARTICLE 5 – DUES DEDUCTION.....	2
ARTICLE 6 – UNION REPRESENTATION	3
ARTICLE 7 – LABOUR / MANAGEMENT COMMITTEE	4
ARTICLE 8 – STRIKES AND LOCKOUTS	4
ARTICLE 9 – GRIEVANCE PROCEDURE.....	5
ARTICLE 10 – ARBITRATION	6
ARTICLE 11 – HARASSMENT AND DISCRIMINATION	6
ARTICLE 12 – WORKPLACE HEALTH AND SAFETY	7
ARTICLE 13 – SENIORITY	8
ARTICLE 14 – JOB POSTING	9
ARTICLE 15 – LAYOFF AND RECALL	9
ARTICLE 16 – DISCIPLINE & DISCHARGE.....	9
ARTICLE 17 – PERSONNEL FILE.....	10
ARTICLE 18 – CONFIDENTIALITY.....	10
ARTICLE 19 – BARGAINING UNIT WORK	11
ARTICLE 20 – CONTRACTING OUT.....	11
ARTICLE 21 – PAID HOLIDAYS.....	11
ARTICLE 22 – VACATIONS.....	12
ARTICLE 23 – SICK LEAVE CREDITS.....	13
ARTICLE 24 – BEREAVEMENT LEAVE	14

TABLE OF CONTENTS

ARTICLE #	PAGE #
ARTICLE 25 – JURY DUTY	14
ARTICLE 26 – PREGNANCY LEAVE & PARENTAL LEAVE	14
ARTICLE 27 – UNION LEAVE	15
ARTICLE 28 – PERSONAL LEAVE	15
ARTICLE 29 – REGULAR PAY DAYS.....	15
ARTICLE 30 – HOURS OF WORK.....	16
ARTICLE 31 – FLEX TIME	16
ARTICLE 32 – OVERTIME	16
ARTICLE 33 – TAXI ALLOWANCE	16
ARTICLE 34 – MILEAGE ALLOWANCE	17
ARTICLE 35 – MEAL ALLOWANCE	17
ARTICLE 36 – PROFESSIONAL DEVELOPMENT	17
ARTICLE 37 – EMPLOYEE GROUP BENEFITS	17
ARTICLE 38 – RRSP	17
ARTICLE 39 – WAGES	18
ARTICLE 40 – ANNUAL COST OF LIVING INCREASE	18
ARTICLE 41 – GENERAL PROVISIONS	18
ARTICLE 42 – DURATION.....	19
SCHEDULE A – SALARY GRID	20
LETTER OF UNDERSTANDING – ARTICLE 43.01.....	22

ARTICLE 1 – PURPOSE

- 1.01** The Employer and the Union agree that the purpose and the intent of this Agreement is to promote co-operation, to recognize mutual interests, to provide a channel through which information may be transmitted from one to the other, to promote efficiency of operations and service to the students of George Brown College, to establish and maintain satisfactory working conditions, and to provide procedures for the prompt and equitable disposition of grievances for all employees who are subject to the provisions of the Agreement.

ARTICLE 2 – RECOGNITION

- 2.01** The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all its employees of the Student Association of George Brown College in the City of Toronto save and except managers, persons above the rank of managers, Internal Coordinators, Senior Coordinators - Finance, Community Service Coordinators, Facilities Coordinators, Senior Coordinators - Member Services, persons regularly employed for not more than twenty-four (24) hours per week, and the persons for whom a trade union held bargaining rights as of November 12th, 2015.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01** Except to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Employer. The Employer's exclusive rights, powers and authority shall include but not be confined to:
- a)** The right to maintain order, discipline and efficiency;
 - b)** The right to plan, direct, control, alter, expand, curtail, or cease any operation or any part thereof and the right to designate, establish, revise or discontinue departments;
 - c)** The right to: make, enforce and alter, from time-to-time, reasonable policies, rules and regulations to be observed by the employees including a Code of Conduct; hire, transfer, promote, demote, assign duties, classify, layoff, recall, determine required qualifications, suspend, discharge or otherwise discipline employees;
 - d)** The right to determine: the work to be done, the methods, techniques, equipment and materials to be used; the scheduling, location, work, assignments, standards of performance and number of employees required;
 - e)** The right to determine: the services to be provided; the schedule of hours of work; the number of shifts; whether there shall be overtime and who shall

perform such work; the number of hours to be worked; starting and quitting times, and, generally, the right to manage the Employer and its operations subject to the express terms of this Agreement.

The Employer agrees that such rights shall be exercised in a manner which is consistent with the provisions of this Collective Agreement.

ARTICLE 4 – PROBATIONARY EMPLOYEES

- 4.01** All new employees shall be hired on a probationary basis for a period of three (3) months. The Employer may extend the probation period for up to three (3) additional months. The Employer may dismiss a probationary employee for any reason in its sole discretion and probationary employees shall not have any recourse to the Grievance Procedure or to Arbitration.

ARTICLE 5 – DUES DEDUCTION

- 5.01** The Employer shall deduct from each month's pay for each employee in the bargaining unit who has completed their probation period, beginning the month following the execution of this Agreement, an amount equivalent to such Union dues as may be designated by the Union from time-to-time. Union dues shall also be deducted from any retroactive wage payments resulting from the execution of this Agreement, if any.
- 5.02** The Employer agrees that it will remit the total amount of such deductions to the Accounting Department of the Ontario Public Service Employees Union, 100 Lesmill Road, Toronto, Ontario, not later than the fifteenth (15th) day of each month following the month that deductions were made. The remittance shall be accompanied by a list of names and any work email address for those employees for whom deductions have been made. The list shall clearly indicate changes in employment status for promotion, demotion, termination and leaves of absence.
- 5.03** The Employer agrees to give each employee in the bargaining Unit a T-4 slip for income tax purposes which shall include the amount of dues deducted and shall give it to each person in the bargaining unit on time for inclusion in their income tax return.
- 5.04** The Union will advise the Employer in writing of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further written notice to the Employer. All changes will be certified to the Employer by the President of OPSEU or its appropriate authorized official. Changes will become effective beginning the month following receipt of such notice by the Employer.
- 5.05** The Union shall indemnify and save harmless the Employer against any and all suits, actions, causes of actions, claims and demands or any other form of liability arising as a result of any action taken by/against the Employer for the purpose of

applying this Article.

ARTICLE 6 – UNION REPRESENTATION

Union Stewards

- 6.01** The Employer agrees to recognize two (2) Union Stewards elected or appointed from among the employees in the bargaining unit who have successfully completed their probation period.
- 6.02** The duty of the Stewards shall be to assist employees in the processing or presenting of grievances as outlined in the Grievance Procedure in this Agreement.
- 6.03** The Union will inform the Employer, in writing, of the names of the Stewards and of any subsequent changes and the Employer will not be required to recognize such Stewards until notification from the Union has been received.
- 6.04** The Union acknowledges that Stewards have regular duties to perform on behalf of the Employer. The Union agrees that when discharging such duties, the Steward shall not interfere with the normal affairs of the Employer's operations. The Steward shall not leave their regular duties without first receiving permission from their immediate supervisor. Such permission shall not be unreasonably withheld. When returning to his regular work, the Steward will report to the supervisor.
- 6.05** A Steward may attend a Step 1 and/or Step 2 meeting with the grievor under the Grievance Procedure during working hours. The Steward and employee shall be paid their regular wages for the time spent attending these meetings.

Chief Steward

- 6.06** The Employer agrees to recognize a Chief Steward. The Union agrees to inform the Employer in writing of the name of the Chief Steward and the Employer will not recognize a Unit Steward until it has received such written notification.
- 6.07** The Chief Steward shall be the Employer's first point of contact for all purposes under this Agreement except where otherwise provided.

Negotiating Committee

- 6.08** The Employer agrees to recognize a Negotiating Committee comprised of a Union staff person plus three (3) employees who have completed their probationary period for the purpose of negotiating this Agreement or its renewal.

Employee Introduction to Union

- 6.09** A new employee will have the opportunity to meet with a Union Steward for a period of up to fifteen (15) minutes without loss of regular earnings.

Union Bulletin Board

- 6.10** The Employer will provide a bulletin board for the purpose of posting notices regarding Union meetings and other Union business. Notices must be approved by the Union Local President or Union Steward.
- 6.11** The Employer will provide space for the Union to meet with a bargaining unit employee before a disciplinary meeting is scheduled to take place, and the Employer will provide space for the Union Bargaining Committee to meet on any day the parties have scheduled a collective bargaining session on the Employer's premises.
- 6.12** The Employer will not discriminate against an employee because of their activity, or lack of activity, in the Union.

ARTICLE 7 – LABOUR / MANAGEMENT COMMITTEE

- 7.01** It is agreed that a joint committee will be established with two (2) representatives of the Union and two (2) representatives of the Employer.
- 7.02** The purpose of the Labour/Management Committee (the "Committee") is to discuss items of concern to management or employees and to promote cooperation between the Union and the Employer in advancing the conditions defined in this Agreement. The Committee shall not have the power to alter, amend or modify the specific terms of this Agreement.
- 7.03** The Committee shall meet at the request of either party to discuss matters of concern at a mutually agreed time and place up to one (1) time during the fall and winter academic semesters. Each party shall notify the other party of the proposed agenda items one (1) week in advance of the meeting.
- 7.04** Employees serving on the Committee will be excused from their regular duties to attend meetings of the Committee during regular working hours. The Employer shall maintain wages, benefits and credits for employees at the Committee meetings.

ARTICLE 8 – STRIKES AND LOCKOUTS

- 8.01** The Union agrees there shall be no strike and the Employer agrees that there shall be no lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the *Ontario Labour Relations Act*.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 A grievance shall be defined as any difference between the Employer and Union arising from the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable. It is understood that probationary employees shall not have access to the Grievance Procedure or to Arbitration. The Employer and the Union will make an earnest effort to settle all grievances as quickly as possible.

9.02 In this Article days shall include all days exclusive of Saturday, Sunday, holidays, and the vacation period during the holiday season in December and early January.

9.03 Any complaint or grievance that is not commenced or processed through the next stage of the Grievance or Arbitration Procedure within the time specified shall be deemed to have been abandoned by the grievor and no further action will be required of the responding party. Time periods may be extended by mutual agreement if specified in writing.

9.04 A complaint about a potential violation of this Agreement must be raised with an employee's direct supervisor within five (5) days of the incident or issue giving rise to the complaint. The direct supervisor shall respond to the employee within five (5) days of receiving the complaint. It is understood that an employee does not have a grievance until they have first given the Employer an opportunity to adjust or resolve their complaint.

9.05 A grievance shall be submitted in writing within ten (10) days of when the employee's direct supervisor has responded to a complaint.

9.06 **Step 1**

Within five (5) days of receiving the grievance, a representative of the Employer will meet with the employee, and a Union representative if requested by the employee, to discuss the grievance. The Employer shall issue a written decision within five (5) days of the meeting.

Step 2

Failing settlement at Step 1, the employee and a Union representative shall schedule a meeting with the Employer's Executive Director or their designate to discuss the grievance within five (5) days of receiving the Employer's decision at Step 1. Upon completion of this meeting, the Executive Director or their designate shall render a written decision within five (5) days.

9.07 **Policy Grievance**

Any differences arising directly between the Union and the Employer, relating to the interpretation, application or alleged violation of the Collective Agreement may be presented by either party as a Policy Grievance within thirty (30) calendar days after the date when the Union or Employer first became aware of the event giving rise to the grievance commencing at Step 2. It is understood, however, that the provisions

of this paragraph shall not be used with respect to a grievance directly affecting an employee(s) and that the regular Grievance Procedure shall not be by-passed unless the employee has refused to file a grievance within the prescribed time limits after being so requested by the Union and the alleged grievance directly affects the interest of other employees.

9.08 Discharge Grievances

A claim by an employee that he has been unjustly discharged will commence at Step 2 of the Grievance Procedure, provided the grievance is submitted within ten (10) days after the discharge occurs. It is agreed that a probationary employee cannot grieve his or her discharge.

ARTICLE 10 – ARBITRATION

10.01 Failing settlement under Step 2 of a grievance between the parties arising from the interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted in writing to Arbitration as hereinafter provided. If no written request for Arbitration is received within a thirty (30) day period of time after the decision in Step 2 is given, the grievance shall be deemed to have been abandoned without prejudice and precedent.

The written notice referred to in this Article shall contain the names of three (3) proposed Arbitrators. The recipient of such notice shall agree to one (1) of the above-mentioned Arbitrators or propose the names of three (3) different Arbitrators in the written reply thereto. The parties shall continue proposing names to each other until an Arbitrator is selected.

10.02 No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

10.03 The Arbitrator appointed shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.

The Arbitrator shall not have the power to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

ARTICLE 11 – HARASSMENT AND DISCRIMINATION

11.01 The Employer and the Union agree there shall be no discrimination or harassment against any employee with respect to the terms and conditions of employment on the basis of any prohibited grounds under the *Ontario Human Rights Code* which currently are as follows: race, ancestry, place of origin, colour, ethnic origin,

citizenship, creed, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, or disability. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

- 11.02** The Employer agrees to respond to a request to accommodate a disability from an employee in accordance with the *Ontario Human Rights Code* and the *Accessibility for Ontarians with Disabilities Act*.

ARTICLE 12 – WORKPLACE HEALTH AND SAFETY

- 12.01** The Employer and Union are committed to providing a safe workplace to employees in the bargaining unit and acting in accordance with the *Occupational Health & Safety Act* and the applicable regulations. The Employer will provide an employee with a copy of its *Workplace Violence and Workplace Harassment Policy* upon request.

The Employer's policies with respect to workplace violence and workplace harassment shall be in written and digital form and shall be posted at a conspicuous place on a Health and Safety bulletin board in the workplace.

- 12.02** The Employer has a Joint Health & Safety Committee and there shall be two (2) employees from the bargaining unit on this Committee.

The members of this Committee who represent workers shall be selected by the Union.

- 12.03** The Employer and the Union agree that any form of violence will not be condoned, excused or tolerated. The Employer shall prepare a policy with respect to workplace violence and maintain a program to implement this policy which shall include: measures and procedures for summoning immediate assistance when workplace violence occurs or is likely to occur; measures and procedures for workers to report incidents or workplace violence to the Employer or supervisor; and, set out how the Employer will investigate and deal with incidents or complaints of workplace violence.

The term "workplace violence" means the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker; an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the work, in a workplace, that could cause physical injury to the worker.

The Employer agrees to report any incident of violence that comes to a manager's attention to the Joint Health & Safety Committee and the Union.

ARTICLE 13 – SENIORITY

- 13.01** Seniority as referred to in this Agreement shall mean the length of accumulated hours of work in the bargaining unit from the date of hire and shall be on a bargaining unit wide basis.
- 13.02** Seniority will continue to accumulate during any paid leave. Seniority shall accumulate during any unpaid leave in accordance with the *Employment Standards Act*.
- 13.03** Probationary employees shall have no seniority rights. Upon completion of the probationary period, the employee shall be added to the seniority list.
- 13.04** Seniority rights and employment shall cease for any of the following reasons:
- a)** if an employee quits or retires;
 - b)** if an employee is discharged and the discharge is not reversed through the Grievance Procedure;
 - c)** has been absent without leave from work for more than three (3) working days and has not provided a bona fide documented reason for this absence during this time unless the employee is physically unable to provide the written reason during this time;
 - d)** fails to return to work promptly upon termination of an authorized leave of absence, except in case of a bona fide documented emergency;
 - e)** if an employee on a leave of absence takes employment other than that declared and agreed upon when applying for the leave of absence;
 - f)** failure of an employee to report for work within two (2) days when recalled by the Employer after a layoff, or failure of the employee to inform the Employer, within two (2) working days of recall that they will report for work, unless they have a bona fide documented reason. Notice to return to work shall be in writing and shall be deemed to be sufficient if sent by registered mail to the employee's last known address on file with the Employer;
 - g)** the employee is laid-off for a period of four (4) months or their length of continuous service, whichever is least;
 - h)** utilises a leave of absence for purposes other than those for which the leave of absence was granted;
- 13.05** Seniority lists will be maintained and posted on the Union bulletin board. The lists shall be updated every Friday 1st and a copy of each list shall be supplied to the Union at the time of initial posting and subsequent revision.

ARTICLE 14 – JOB POSTING

- 14.01** Before posting externally, the Employer shall post notice of any job vacancy within the bargaining unit for ten (10) days.
- 14.02** The Employer shall consider internal applicants based on past performance, and their qualifications, skills, and ability to perform the duties of the job. When two (2) or more employees have equal past performance, qualifications, skills and ability to do the job then seniority shall be the governing factor.

ARTICLE 15 – LAYOFF AND RECALL

- 15.01** In the event of a permanent reduction in the workplace, the employee(s) with the least seniority shall be laid-off first provided the employee(s) retained on this basis have the qualifications, skill(s), ability to do the work available.
- 15.02** Recall of employee(s) on layoff shall be in the reverse order of layoff provided the employee(s) being recalled has the qualifications, skill(s), ability to do the work available.
- 15.03** The Employer will provide written notice of permanent layoffs to the affected employee(s) no less than fifteen (15) working days prior to the effective date or will issue equivalent salary for the period in lieu thereof.
- 15.04** 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 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.

ARTICLE 16 – DISCIPLINE & DISCHARGE

- 16.01** The parties agree that coaching and verbal warnings are not discipline.
- 16.02** No employee will be disciplined without just cause.
- 16.03** The Employer agrees to discipline an employee in the presence of a Union Steward and/or the Local President or their designate, and the discipline will be communicated in person, by phone, or by video conference. A probationary employee will be disciplined in the presence of a Union Steward and the discipline will be communicated in person, by phone, or by video conference. The time and place of the meeting, telephone call or video conference will be provided to the employee and the Union at least twenty-four (24) hours in advance of the discipline. The discipline will take effect at the time of the scheduled meeting whether or not the employee and/or Union Steward attends the meeting unless the parties agree

otherwise. The parties agree that the Employer has the right to de-escalate an emergency by suspending an employee with pay or transferring an employee to another location and the employee is not entitled to Union representation before any such suspension or transfer. For the purpose of this Article, an emergency includes responding to:

- a) a harassment allegation (including a sexual harassment complaint);
- b) an allegation of violence or attempted violence;
- c) an allegation of financial impropriety and/or;
- d) an alleged health & safety violation.

16.04 The Employer will provide a copy of written discipline to an employee in person or by email with a copy sent to the Union by email within one (1) business day of the imposition of such discipline.

16.05 The Employer agrees to remove any discipline in an employee's personnel file that is more than eighteen (18) months following the imposition of that discipline unless the discipline relates to:

- a) discrimination and/or harassment within the meaning of the *Ontario Human Rights Code* or the *Occupational Health & Safety Act*;
- b) workplace violence;
- c) financial irregularities and/or;
- d) any health & safety infraction.

ARTICLE 17 – PERSONNEL FILE

17.01 The Employer shall keep a personnel file for each employee in the bargaining unit. The file shall consist of the original and any subsequent job description(s), a copy of the results of annual performance appraisals, grievances, notes of commendation or discipline. The personnel file will be stored in a secure location. An employee shall have the right to view their personnel file in the office where the file is normally kept. The employee shall give their senior non-union manager at least two (2) business days' notice prior to viewing the file.

ARTICLE 18 – CONFIDENTIALITY

18.01 Employees shall not disclose any of the Employer's private or internal affairs or confidential information (including possible changes to any student service or how a student service is delivered) to any third party, including George Brown College, without the Employer's consent.

ARTICLE 19 – BARGAINING UNIT WORK

19.01 Subject to management's right to provide and maintain services to students in a timely, efficient and effective and safe manner, non-union persons will not be assigned the job duties of bargaining unit employees if it results in a reduction in a bargaining unit employee's regular hours of work. It is understood that non-union managers and supervisors will only perform bargaining unit work when orienting, training and coaching employees and when short-staffed. It is understood that non-union employees will perform bargaining unit work in extenuating and emergency situations. It is understood that Board Members may initiate, lead and participate in Employer programs and services, and engage with bargaining unit members to plan, promote and help deliver these programs and services.

ARTICLE 20 – CONTRACTING OUT

20.01 It is agreed that no bargaining unit member who has completed the probationary period will be released from the Employer's employ as a direct result of the Employer contracting out their work.

ARTICLE 21 – PAID HOLIDAYS

21.01 Employees will receive paid holidays in accordance with the *Employment Standards Act* except as modified by this Article. Paid holidays under the *Employment Standards Act* are currently:

New Year's Day	Thanksgiving Day
Family Day (Being the 3 rd Monday in Feb)	Christmas Day
Good Friday	December 26th
Victoria Day	
Canada Day	
Labour Day	

If a new public holiday is added to the *Employment Standards Act* during the term of this Agreement, then it will take effect under this Agreement when it becomes law.

21.02 A full-time employee who has completed their probationary period will be paid for the August Civic holiday if the employee is normally scheduled to work on this holiday.

21.03 A full-time employee who has completed their probationary period will be paid on their regular scheduled working days between the time exams conclude in

December and classes resume in January if the Employer decides to close operations during this time.

21.04 A part-time employee who is regularly scheduled to work thirty (30) hours a week or more who has completed their probationary period will be paid on their regularly scheduled hours on their regularly scheduled days for one (1) week between the time exams conclude in December and classes resume in January if the Employer decides to close operations during this time.

21.05 There is no duplication or pyramiding of benefits under this Article or this Agreement.

ARTICLE 22 – VACATIONS

22.01 Employees will receive paid vacation in accordance with the *Employment Standards Act* except as modified by this Article.

Vacation Accrual

22.02 Full-time employees will accrue zero point eight-three (0.83) days' vacation per month during the first years of employment. Thereafter a full-time employee will accrue an additional one (1) day vacation for each year of complete service to a maximum of twenty-five (25) days.

22.03 Part-time employers will receive vacation pay on each pay cheque on the following basis:

- a) During the first five (5) years of employment, an employee will accrue vacation pay equal to four percent (4%) of wages each pay period
- b) After five (5) years of employment but less than ten (10) years of employment, an employee will accrue vacation pay equal to six percent (6%) of wages each pay period.
- c) After ten (10) years of employment, an employee will accrue vacation pay equal to eight percent (8%) of wages each pay period.

Vacation Scheduling

22.04 Vacations shall be scheduled as follows:

- a) Vacations shall be scheduled with due regard to the requirements of the Employer. Vacation requests must be submitted by May 1st and November 1st each year. Requests for vacation between January 1st and June 30th must be submitted by November 1st of the prior calendar year. Requests for vacation between July 1st and December 31st must be submitted by May 1st. Vacations shall not be granted between August 15th and September 15th annually.
- b) If two (2) or more employees who have completed their probationary period submit vacation requests by May 1st or November 1st and scheduling multiple

vacations during the same requested period would negatively impact the operations of the Employer then vacations will be granted based on seniority.

- c) An Employee may not use vacation time unless the Employer has approved the vacation in advance.
- d) Generally, vacations will be scheduled during the Employer's vacation year which is the calendar year.
- e) Notwithstanding subsection a), an employee may schedule up to five (5) vacation days each calendar year by providing at least seventy-two (72) hours advance notice subject to the Employer's operational requirements.

ARTICLE 23 – SICK LEAVE CREDITS

23.01 A full-time employee who has completed their probationary period shall accrue one (1) sick leave credit for each month of active service. A sick leave credit can be used when an employee is absent from work due to illness. From January 1st to May 31st each year, an employee can use up to five (5) sick leave credits even if the employee has not accrued these credits, on the condition that any overpayment will be deducted from the employee's final pay if the employee resigns before the used sick leave credits have accrued. One (1) sick leave credit is the equivalent to one (1) day's regular pay. Sick leave credits shall not be used for any other purpose except as modified by this Article. The Employer may require an employee who takes a sick leave under this Article to provide evidence reasonable in the circumstances that the employee is entitled to paid sick leave.

23.02 An eligible full-time employee cannot accrue more than twelve (12) sick leave credits, and sick leave credits are not cumulative from calendar year to calendar year. Unused sick leave credits have no cash value.

Medical and Dental Appointments

23.03 An employee will make every attempt to arrange their medical and dental appointments outside of their regular working hours working, however, if an employee is unable to do so then the employee may use sick leave credits to attend such appointments. If such an appointment cannot be scheduled outside regular working hours, then the employee will schedule such an appointment as close to the beginning or end of their working day as possible. The use of a sick leave credit to attend such a medical or dental appointment will be calculated to the nearest one-half (½) hour.

23.04 Paid Sick-Time for Part-Time Employees

An employee who is regularly scheduled to work thirty (30) hours a week who has completed their probationary period, shall accrue a point seven-five (0.75) sick leave credit for each month of active service. A sick leave credit can be used when an employee is absent from work due to illness. One point seven-five (0.75) sick leave credit is the equivalent to six (6) hours pay. These sick leave credits are not cumulative from calendar year to calendar year. Unused sick leave credits have no

cash value. Sick leave credits shall not be used for any other purpose except as modified by this Article. The Employer may require an employee who takes a sick leave under this Article to provide evidence reasonable in the circumstances that the employee is entitled to paid sick leave.

ARTICLE 24 – BEREAVEMENT LEAVE

- 24.01** In the event of a death in their immediate family, a full-time employee who has completed their probationary period, is entitled to take up to five (5) days off commencing no later than the day of the funeral, with pay. "Immediate family" is defined as a parent, spouse (or common-law spouse or same-sex partner), child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, guardian, aunt or uncle, niece or nephew.
- 24.02** Employees who are attending a funeral in Ontario are entitled to take an additional one (1) day unpaid bereavement leave. Employees who are attending a funeral outside of Ontario or Canada, are entitled to take an additional two (2) days unpaid bereavement leave.

ARTICLE 25 – JURY DUTY

- 25.01** If a full-time employee who has completed their probationary period is required to appear in court for the purposes of Jury Duty on a scheduled working day then the employee will receive their regular pay less any compensation the employee receives for Jury Duty. The employee shall be required to provide proof of any payment received. The employee shall return to work in the event of an adjournment.

ARTICLE 26 – PREGNANCY LEAVE & PARENTAL LEAVE

- 26.01** Employees will receive pregnancy leave and parental leave in accordance with the *Employment Standards Act* except as modified by this Article.

Supplemental Unemployment Benefit Plan

- 26.02** A full-time employee who has completed one (1) year active service who is eligible for a leave under this Article and who provides the Employer with proof that the employee has applied for and is eligible to receive Unemployment Insurance Benefits pursuant to Sections 22 or 23 of the *Employment Insurance Act S.C. 1996, c.23* (as amended) shall be paid an allowance in accordance with a Supplemental Unemployment Benefit Plan.
- 26.03** Payments made under this Article for eligible employees who are on pregnancy leave will consist of the following:
- a)** For the first two (2) weeks, payments equivalent to ninety-five (95%) percent of the pay the employee was receiving on the last day worked prior to the commencement of the leave; and

- b) Up to a maximum of fifteen (15) additional weeks' payments equivalent to the difference between the sum of weekly EI benefits the employee is eligible to receive and any other earnings received by the employee and ninety-five percent (95%) of the weekly pay the employee was receiving on the last day worked prior to the commencement of the leave.

26.04 Payments made under this Article for eligible employees who are on parental leave will consist of the following:

- a) For the first two (2) weeks, payments equivalent to ninety-five (95%) percent of the pay the employee was receiving on the last day worked prior to the commencement of the leave, or, if the employee is receiving EI benefits, a payment equivalent to the difference between the sum of weekly EI benefits the employee is eligible to receive and any other earnings received by the employee and ninety-five percent (95%) of the weekly pay the employee was receiving on the last day worked prior to the commencement of the leave; and
- b) Up to a maximum of thirty-three (33) additional weeks' payments equivalent to the difference between the sum of weekly EI benefits the employee is eligible to receive and any other earnings received by the employee and ninety-five percent (95%) of the weekly pay the employee was receiving on the last day worked prior to the commencement of the leave.

ARTICLE 27 – UNION LEAVE

27.01 The Employer shall grant an employee up to sixteen (16) hours unpaid leave each year to attend Union activities at a time that does not interfere with the operations of the Employer. No more than two (2) employees will be granted such a leave at the same time. It is understood that any such leave will only be granted between April 1st and August 15th and from February 1st to February 29th.

ARTICLE 28 – PERSONAL LEAVE

28.01 An employee may request an unpaid personal leave. Such leave request will be decided in the Employer's sole and unfettered discretion.

ARTICLE 29 – REGULAR PAY DAYS

29.01 Employees shall be paid every second (2nd) week by payroll deposit or cheque. Employees can access information about all deductions that are made from their pay on the Dayforce HCM system.

ARTICLE 30 – HOURS OF WORK

- 30.01** The normal work week for a full-time employee is generally forty (40) hours a week including one (1) hour each working day in paid breaks and no break shall be less than fifteen (15) minutes long.
- 30.02** The normal working hours and working days is eight (8) hours a day from Monday to Friday (inclusive).
- 30.03** On the Fridays before the Victoria Day weekend, the August Civic Holiday weekend, and the Labour Day weekend the Employer's offices will close at 3 p.m. however facilities staff and events staff may be required to work after 3 p.m. depending on the operational needs of the Employer.
- 30.04** Employees will normally be scheduled to work at one of the Employer's campuses.
- 30.05** Employees are required to attend Staff Retreats that are located outside the Greater Toronto Area subject to the Employer's duty to accommodate under the *Ontario Human Rights Code*.

ARTICLE 31 – FLEX TIME

- 31.01** An employee may request flex time by providing a written request to their supervisor at least seven (7) days before the requested change in schedule unless the parties agree to a shorter time period. No requests for flexible working hours will be considered as a permanent arrangement unless required by law.

ARTICLE 32 – OVERTIME

- 32.01** An employee may not work more than forty (40) hours a week without a supervisor's written approval. An employee who works more than forty (40) hours in a week but less than forty-four (44) hours in a week will accrue compensating time-off on an hour for hour basis. Any hours worked in excess of forty-four (44) in a week will accrue compensating time-off on a one and one-half (1.5) hour for one (1) hour basis.
- 32.02** Any accrued compensating time-off will be scheduled within six (6) months of when it was earned. Upon termination, an employee will be paid any accrued but unused compensating time-off.

ARTICLE 33 – TAXI ALLOWANCE

- 33.01** Full-time employees who are required to work after 11:00 p.m. or before 5 a.m. may request a drive directly home by taxi.

ARTICLE 34 – MILEAGE ALLOWANCE

34.01 An employee who is required to travel during working hours will be reimbursed forty-five cents (\$0.45) per km.

ARTICLE 35 – MEAL ALLOWANCE

35.01 If a full-time employee works ten (10) or more hours in a working day then the Employer will reimburse the employee up to ten dollars (\$10.00) for a meal.

ARTICLE 36 – PROFESSIONAL DEVELOPMENT

36.01 Each year the Employer will allocate a budget of five-hundred dollars (\$500.00) to each employee who is regularly scheduled to work thirty (30) hours a week and who has completed their probationary period for professional development, which may include the costs associated with attending professional conferences, seminars and/or workshops that directly relate to the employee's job duties.

36.02 As part of this professional development budget, the Employer may reimburse eligible employees for tuition or part thereof and necessary books if they are enrolled in educational courses or professional development programs and if they meet all of the following conditions:

- a) The course or program is directly related to the employee's present job;
- b) The course or program is offered by recognized educational institution or qualified individual/business;
- c) The employee's participation is approved, in advance, by their manager; and,
- d) The employee successfully completes the course or program and provides documentation of this.

ARTICLE 37 – EMPLOYEE GROUP BENEFITS

37.01 Full-time employees who have completed their probationary period must apply for coverage under the group employee benefit plans that are in place at the time of hiring, subject to the terms and conditions of these plans. The Employer agrees to maintain the current level of group benefit coverages during the term of this Agreement. The Employer's only obligation under this Article is to pay the Employer's portion of the premium costs to maintain these coverages.

ARTICLE 38 – RRSP

38.01 A full-time employee who has completed two (2) years of active employment can apply for a contribution to their RRSP that is equal to two percent (2%) of their wages in the prior calendar year. To be eligible for this benefit, the employee must also contribute two percent (2%) of their wages in the prior calendar year.

ARTICLE 39 – WAGES

39.01 The Employer agrees to pay the salaries and wages set out in Schedule A.

ARTICLE 40 – ANNUAL COST OF LIVING INCREASE

40.01 Effective June 1st each year, the Employer agrees to adjust salaries and wages in accordance with increases in the cost of living based on the Canadian Consumer Price Index as published by Statistics Canada for the prior calendar year.

ARTICLE 41 – SIGNING BONUS

41.01 The Employer will pay employees who are employed as of the date this Agreement is ratified by both parties, the following amounts:

- a)** One thousand dollars (\$1000.00) (less required deductions) to full-time salaried employees;
- b)** Seven hundred and fifty dollars (\$750.00) (less required deductions) to the Digital Media Support Staff; and
- c)** Five hundred dollars (\$500.00) (less required deductions) to the Facilities Part-Time Support Staff and SNAP Lead.

These amounts will be paid within twenty-one (21) days of the date this Agreement is ratified by both parties.

ARTICLE 42 – GENERAL PROVISIONS

42.01 The word "employee" or "employees" wherever used in the Agreement shall mean respectively an employee or employees in the bargaining unit, and the parties agree to use gender neutral language throughout this Agreement.

42.02 There shall be no pyramiding or duplication of any payments, benefits or allowances from any source.

42.03 All heading and subtitles contained within the Collective Agreement are for information purposes only.

42.04 All correspondence arising out of, or incidental to, this Collective Agreement shall pass between the Employer, or its delegate, and the Union Representative, unless otherwise herein specified.

ARTICLE 43 – DURATION

43.01 This Agreement shall, unless changed by mutual consent, be in effect from the May 1, 2020 until April 30, 2024, and any changes to the prior Collective Agreement will take effect on the date both parties ratified this Agreement and shall continue thereafter for annual periods of one (1) year unless either party notifies the other in writing at least three (3) months immediately prior to the expiration date that it desires to amend this Agreement.

Dated at Toronto, Ontario, this _____ day of _____, 2023.

FOR THE UNION:

FOR THE EMPLOYER:

SCHEDULE A – SALARY GRID*

		SAGBC Salary Grid - Schedule A						
Position	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Senior Coordinator Events & Recreation	\$53,000.00	\$54,500.00	\$56,000.00	\$57,500.00	\$59,000.00	\$60,500.00	\$62,000.00	\$63,500.00
Senior Communications & Marketing Coordinator								
Safe Walk Coordinator	\$46,500.00	\$48,000.00	\$49,500.00	\$51,000.00	\$52,500.00	\$54,000.00	\$55,500.00	\$57,000.00
Academic Coordinator								
Student Networks & Clubs Coordinator								
Community Care Centre Coordinator								
Publications & Communications Coordinator								
Digital Media Support Staff †(30 hrs a week)	\$29,625.00	\$30,625.00	\$31,625.00	\$32,625.00	\$33,625.00	\$34,625.00	\$35,625.00	\$36,625.00
SA Connect Support Staff ††	\$35,820.00	\$37,320.00	\$38,820.00	\$40,320.00	\$41,820.00	\$43,320.00	\$44,820.00	\$46,320.00
Facilities Support Staff								
Health Benefits Support Staff								
Community Care Centre Support Staff								

Facilities Part-Time Support Staff								
SNAP Lead	\$17.22 /hr	\$17.94 /hr	\$18.66 /hr	\$19.38 /hr	\$20.11 /hr	\$20.83 /hr	\$21.55 /hr	\$22.27 /hr

NOTES:

*The parties agree that Schedule A has been, and will continue to be, administered as follows:

- a) A new employee will be hired at the starting salary of their position as per Schedule A, and will then receive a CPI increase on the following June 1st, and will then receive the applicable step increase on the grid on the employee's anniversary date as per Schedule A (i.e. fifteen hundred dollars (\$1500.00) a year for the full-time salaried positions), and the same process will be followed in subsequent years.

† At the time this position was created during the Student Choice Initiative, the parties previously agreed that this position would be entitled to full-time employee benefits on a pro-rated basis.

†† Yaw Okyere Boateng is currently employed as a SA Connect Support Staff. He was formerly employed in the full-time Graphic Designer position which was eliminated during the Student Choice Initiative. The parties previously agreed his salary would be grandfathered at that time.

LETTER OF UNDERSTANDING – ARTICLE 43.01

Mr. Paul Taylor
Staff Representative
Ontario Public Service Employees Union
Wellesley Toronto Regional Office
31 Wellesley St. East
Toronto, ON M4Y1G7

Dear Mr. Taylor:

Letter of Understanding - Article 43.01

This will confirm the Student Association of George Brown College will update job descriptions for bargaining unit employees during the term of this Agreement and will provide employees with an opportunity to discuss their job duties with their manager before finalizing the job descriptions. Employees will be provided with one (1) week advance notice of this discussion.

Yours truly,

Riddhi Modi
Director of Communications and Internal
Student Association of George Brown College