

THE COLLECTIVE AGREEMENT

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3904

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1281

January 1, 2023 to December 31, 2026

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This agreement is made this 6th day of March, 2023.

Between: The Canadian Union of Public Employees, Local 3904 (CUPE 3904), hereinafter referred to as the Employer.

And: The Canadian Union of Public Employees, Local 1281 (CUPE 1281), hereinafter referred to as the Union.

DEFINITIONS:

CUPE Local 3904: As defined by its Constitution and by-laws.

Employer: The Canadian Union of Public Employees, Local 3904

Union: The Canadian Union of Public Employees, Local 1281.

Employees: Those individuals within the bargaining unit as defined in Article 3.

Part-time Employees: Any employee employed for fewer than thirty-five hours per week.

Supervisor: Refers to the Local President, or their designee.

Layoff: Any reduction in the hours of employment.

Spouse: For the purpose of this Agreement, designates husband, wife, and common-law partner shall be included in the immediate family.

Total Layoff: A complete reduction on the hours of employment.

Transfer: Includes a lateral change in job classification.

ARTICLE 1 - PURPOSE

- 1.01** The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and its employees represented by the Union; to define clearly the hours of work, rates of pay, and conditions of work; to provide for an amicable method of settling differences which may arise; to promote the mutual interest of the Employer and its employees.

ARTICLE 2 - EMPLOYER'S RIGHTS

- 2.01.1** The Union recognizes the right of the Employer to hire; transfer; promote; demote; relocate; layoff; recall; classify; maintain order and efficiency; determine the standards of the work to be performed; establish and enforce working rules; and discipline, suspend, or discharge its employees for just cause.
- 2.01.2** The Employer agrees to exercise such rights in a fair, reasonable, and equitable manner, and in a manner, which is consistent with this Collective Agreement.

ARTICLE 3 - RECOGNITION

- 3.01** Definition
- The Employer recognizes CUPE 1281 as the sole and exclusive bargaining agent for all its employees, save and except casual employees.
- 3.02** Term Employees
- 3.02.1** The Union recognizes the right of the Employer to hire term employees subject to Article 10.04. The Employer agrees that such appointments are not substitutes for, or alternatives to, regular appointments. Such employees may only be employed for periods of up to one year, and only to replace a regular employee on leave.
- 3.02.2** Term employees shall enjoy all the rights and benefits of this Collective Agreement, save and except severance pay (23.03), layoff notice (12.01 .2), benefits during layoff (12.03), bumping rights (12.02), public office leave (19.04) and general leave (19.13).

3.02.3 Term Employee Conversion

Should the Employer wish to convert a term position to a permanent position, it shall be posted in accordance with Article 10.01. Should a term employee be awarded the position, all rights and benefits excluded by Article 3.02.2 shall apply retroactively to the date of commencement of their employment.

3.02.4 Where an employee on layoff or a part-time employee applies for a term position, they shall receive that position, provided the employee has the ability to perform the requirements of the position. Such appointments shall be made on the basis of seniority. When a term position is held by such an employee, Article 3.02.2 shall not apply, and such an employee shall enjoy all the rights and benefits of this Collective Agreement. In the case of a regular part-time employee who is awarded a full-time term position, such employee shall be returned to their former position at the end of the term position, which shall not be a layoff. In the case of a vacancy created through the implementation of this Article, such vacancy shall be filled in accordance with this Article, or in cases where this is not possible, the Employer shall have the right to fill the part-time vacancy through Article 3.02.1.

3.03 Exclusion - Casual Employees

3.03.1 Definition

Casual employees are those who are hired on an hourly or honorarium basis to perform duties of a temporary, short-term nature. This shall include only special projects involving fewer than 450 hours of work, and the following types of clerical work: data entry, digitalization and digital filing, and note-taking for executive meetings, membership meetings, stewards council meetings and other committee meetings.

3.03.2 Limitation on the Right to Hire Casuals

Where a regular support staff person is employed, casual employees shall not be hired to perform research.

3.03.3 The Employer shall provide a written contract to a casual employee and shall forward a copy to the Union.

3.03.4 The Employer agrees that all part-time employees and employees on layoff will receive notice of any casual position. Notice will be given, and employees will have five (5) days to respond from the date notice is received. Employees who respond to the notice will be interviewed and appointments shall be made on the basis of seniority, provided the employee meets the basic qualifications and provided further that preference will be given to employees on layoff, including a partial layoff. The Employer further agrees that when this work is performed by employees, they shall be paid at the bargaining unit rate.

3.04 Improper Hiring Procedure

Upon discovery that an employee who fits the bargaining unit definition in Article 3.01 has been improperly hired, either the employee shall be immediately laid off in accordance with Article 12 or the position shall be posted in accordance with Article 10.01, at the Employer's choice. Should the position be posted, and a current member of the bargaining unit is awarded the position in accordance with Article 11.01, the original employee shall be laid off in accordance with Article 12.

ARTICLE 4 - NO DISCRIMINATION/HARASSMENT

4.01 No Discrimination

4.01.1 The Employer agrees that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practised with respect to any employee or applicant for employment by reason of age; race; creed; colour; place of origin; ethnicity; citizenship; ancestry; language; political or religious affiliation, beliefs, or activities; gender and gender identity; sex; sexuality and sexual orientation; marital status; family status; parental status; number of dependents; place of residence; class; record of offences except where it relates to a bona fide qualification because of the nature of employment; Acquired Immune Deficiency Syndrome (AIDS), AIDS-related illnesses, AIDS-related Complex (ARC), positive Human Immune Deficiency Virus (HIV) test; disability which does not prevent the performance of the duties of a position; union membership or activity; nor by reason of the exercise of any of the rights contained in this Agreement.

4.01.2 No employee or applicant for employment shall be required to submit to a blood test, lie-detector test, or any other test for illness or drug dependency.

4.02 No Harassment

4.02.1 The Employer agrees that there shall be no form of harassment exercised or practised with respect to any employee or any applicant seeking to become an employee, by reason of any grounds set forth in Article 4.01.1.

4.02.2 Sexual Harassment

Sexual harassment shall be defined as:

- (i) unwanted attention of a sexually oriented nature; or
- (ii) implied or expressed promise of reward for complying with a sexually oriented request; or
- (iii) implied or expressed threat of reprisal, actual reprisal or the denial of opportunity for the refusal to comply with a sexually oriented request; or
- (iv) sexually oriented remarks or behaviour which may reasonably be perceived to create a negative working environment.

4.02.3 Gender Harassment

Gender harassment shall be defined as offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of sexual preference or gender, but which may not be sexually motivated.

4.02.4 Racial/Ethnic Harassment

Racial/ethnic harassment shall be defined as offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of race, creed, colour, ethnicity, and citizenship.

4.03 Harassment Grievances

- 4.03.1** An employee who alleges they have been subject to discrimination or harassment, or who have been assaulted, may submit a grievance under this Article. All grievance alleging a violation of Articles 4.01 and/or 4.02 shall be submitted in writing to President within six (6) months of the alleged incident(s). The parties agree that the grievor may include allegations regarding incidents which occurred more than six (6) months prior to the filing of the grievance if the earlier incidents form part of a pattern of continuing harassing conduct.
- 4.03.2** An employee shall not be entitled to grieve being excluded from participating in CUPE Local 3904 committees and/or caucuses that exclude persons on the basis of gender and gender identity, sexuality and sexual orientation, race and/or ethnicity.
- 4.03.3** When a grievance under this Article has been filed, the grievor may request that contact with the alleged harasser be discontinued during the period of investigation of the grievance. Upon such request, the President shall ensure such separation. The grievor shall suffer no penalty or interference in their working conditions. In cases where the alleged harasser is a member of the bargaining unit, separation from the grievor pursuant to this clause shall not constitute discipline.
- 4.03.4** Within five working days of receipt of the grievance, the parties will agree to use an external mediator/investigator, with expertise in the area of human rights and harassment cases, to investigate the grievance and make recommendations to the Employer, the cost of which shall be borne by the Employer. The mediator/investigator shall be selected by mutual agreement.
- 4.03.5** If the recommendation of the mediator/investigator is to continue to separate the parties, the Employer shall ensure that the continuation of separation is arranged so that the grievor suffers no penalty or interference in their employment situation.

ARTICLE 5 - UNION SECURITY

5.01 Union Membership

The Employer agrees that all employees, as a condition of continuing employment, shall become and remain members in good standing of the Union during the life of this Agreement. All future employees shall, as a condition of continued employment, become and remain members of the Union upon commencement of employment. It shall be the responsibility of the Union to convey to new employees all information concerning benefits of the Union.

5.02 New Employees

The Employer agrees to inform all new employees that a Union agreement is in effect and to provide a copy to the employee upon commencement of employment. The Employer shall also inform each new employee of the name and email address of the Union Steward.

5.03 Union Dues

The Employer shall deduct from each salary payment to each employee amounts authorized from time to time by the Union as Union dues and/or assessments. The amount of such dues and/or assessments shall be certified to the Employer in writing by the Union. Such dues and/or assessments, and a list of employees from whom the deductions were made, shall be forwarded to the Union not later than the fifteenth of the month following the month in which the dues and assessments were deducted.

5.04 No Contracting Out

The Employer agrees not to transfer or contract out any work or function covered by this Agreement, except as provided for in Article 3.

5.05 Insolvency

In the event that the Employer ceases business or becomes insolvent, employees shall receive all monies owed to them under the terms of this Collective Agreement prior to the Employer considering any and all claims from any of its creditors.

ARTICLE 6 – UNION REPRESENTATION

6.01.1 No employee or group of employees shall represent the Union in any meeting with the Employer without proper authorization of the Union. The Employer shall provide the Union with the names, and contact information of its personnel with whom the Union may transact business arising from this Agreement. The Union shall provide the Employer with the name(s) of the Union's steward(s) with whom the Employer may transact business arising from this Agreement.

6.01.2 Where notice or reply to the Union is required by any clause of this Collective Agreement, such notice shall be in writing to the Staff Representative, with a copy to the President of CUPE/SCFP Local 1281 by email. Any notice which does not meet this requirement shall be deemed to be null and void.

6.01.3 The Union shall have the right, at any time, to have the assistance and presence of representatives of the Union in dealing or negotiating with the Employer. Upon prior notice shall, such representatives shall have the right to assist in the settlement of grievances as defined in Article 7.

6.01.4 Time spent meeting with the Employer regarding any matter involved in the administration of this Collective Agreement shall be deemed work time.

6.02 Labour-Management Committee

There shall be a labour-management committee established, composed of not more than three (3) representatives of the Union, and not more than three (3) members of the HR Committee of the Employer, one of whom shall be the President.

6.02.2 The Committee shall meet at the request of either party for the purpose of discussing issues relating to the workplace and/or the administration of the Collective Agreement. The Committee shall not discuss grievances or changes to the Collective Agreement. The time and place of meetings shall be at the convenience of both parties.

6.03 Bargaining Committee

6.03.1 Any representative of the Union on the Bargaining Committee who is employed by the Employer shall have the right to attend negotiating sessions held within working hours without loss of remuneration. Employees attending negotiating sessions outside their regular working hours shall be compensated in accordance with Article 21.01.2.

6.02.2 The Union and the Employer will advise each other of the names of the members of their respective bargaining committees at the commencement of negotiations for the renewal and/or amendment of this Agreement.

6.03 Technical Information

The Employer shall make available to the Union, upon request, information required by the Union, excluding the record of management sessions.

ARTICLE 7 - GRIEVANCES

7.01 Definition

A grievance is defined as any difference between the employees or the Union and the Employer arising out of working conditions or concerning the meaning, application or administration of this Agreement, or any allegation that the Employer has acted in an inequitable manner, or has allowed an inequitable situation to arise and continue with respect to any matter covered by this Agreement, or any allegation that actions or situations attributable to the Employer, including those which this Agreement defines as being management's rights, involve a) discrimination on a specific ground foreseen in Article 4, b) a specified improper motive, or c) lack of due process.

7.02 Grievance Procedure

7.02.1 Grievances shall be dealt with in the following manner:

Step One: Where an employee believes they may have a grievance, they shall discuss the matter with the Local President within twenty working days after they became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance. The President shall reply within ten (10) working days after the matter is discussed with the grievor. If the reply is not satisfactory to the grievor or the Union, the grievance may proceed to Step Two.

Where the grievor's immediate supervisor is the President, and where the potential grievance relates to misconduct committed by the immediate supervisor against the grievor, the grievor may choose to bypass Step One and file a grievance directly at Step Two.

Step Two: Where the decision of the President is not satisfactory, the grievance shall be submitted in writing to the Local Executive within ten (10) working days. The Local Executive shall meet and shall give its decision in writing to the grievor and the Union within ten (10) working days. If the decision is not satisfactory to the grievor or the Union, the grievance may proceed to Arbitration.

7.02.2 If the Union, an employee, or a group of employees choose not to grieve a particular situation, or withdraw a grievance at any stage, such action or lack of action shall not prejudice other grievances.

7.02.3 The time limits may be extended by mutual agreement.

7.02.4 Where no answer is given within the time limits specified herein, the grieving party shall be entitled to proceed to the next step of the Grievance Procedure.

7.02.5 The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or a group of employees, or the Union, and to seek adjustment with the Employer in the manner provided for in this Article. Such grievances may be initiated at Step Two.

7.03 Group Grievance

A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step Two under Article 7.02.1.

7.04 Policy Grievance

A policy grievance, defined as involving a question of general application or interpretation of this Agreement, may be initiated at Step Two under Article 7.02.1.

7.05 Confidentiality

The Employer recognizes the principle of confidentiality and agrees that the identity of any grievor(s), and the fact and substance of any grievance(s) shall only be made available on a "need to know" basis.

ARTICLE 8 - ARBITRATION

- 8.01.1** Where the matter is referred to arbitration by either party, the Union and the Employer shall each appoint a representative within five (5) working days of notification of intent to proceed to arbitration.
- 8.01.2** Both representatives shall meet within five (5) working days of appointment for the purpose of selecting a single Arbitrator.
- 8.01.3** Where a single Arbitrator has been agreed upon by both representatives, the Arbitrator shall be requested, in writing, by the party requesting the Arbitration, to set a place, time and date for the hearing within ninety (90) days of such request.
- 8.01.4** Where the Arbitrator does not accept the request to Arbitrate, or where they are unable to set a hearing within the ninety (90) days stipulated, the two (2) representatives shall meet within five (5) working days of being so advised by the Arbitrator and shall select another Arbitrator.
- 8.01.5** Where the representatives are unable to agree upon a single Arbitrator within five (5) working days of meeting for that purpose, or where two (2) Arbitrators have been selected but declined or were unable to set a hearing within the ninety (90) days specified, either party may request, in writing, to the President of the Ontario Federation of Labour that they appoint an Arbitrator.
- 8.01.6** The parties shall jointly and equally bear the fees and expenses of the Arbitrator.

8.02 Arbitrator Authority

The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore the provisions of this Agreement or any expressly written amendment or supplement mutually agreed to and attached to the Collective Agreement, or to extend its duration, unless the Parties have expressly agreed, in writing, to give the Arbitrator specific authority to do so or to make an award which has such effect. Notwithstanding the forgoing, the Arbitrator shall have the power to interpret and apply the requirements of human rights and other employment-related statutes, despite any conflict between those requirements and the terms of this Agreement.

ARTICLE 9 - DISCIPLINE

9.01 Just Cause

The Employer shall not discipline, suspend or discharge an employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the Employer.

9.02 Progressive Discipline

9.02.1 The Employer accepts and gives effect to the principle of progressive discipline by adopting the procedures set forth below. The Employer recognizes that, prior to imposing disciplinary action, an employee shall be given a reasonable opportunity to correct the situation complained of.

9.02.2 Failure to conform with the provisions of this article shall render the discipline, suspension or discharge null and void.

9.03 Confidentiality

The Employer and the Union agree that all correspondence and meetings relating to disciplinary procedures shall be kept strictly confidential between the parties directly involved in the investigation and processing of the complaint.

9.04.1 Step One: Notice of Meeting

Subject to 9.07:

Prior to any consideration of discipline, the Supervisor who has received a complaint concerning an act, omission, or failure to conform to a required standard, including gender, sexual, racial or ethnic harassment, shall, within ten (10) working days of receiving the complaint, notify the employee and the Union in writing and schedule a meeting to be held within five (5) working days to discuss the subject matter of the complaint informally. The Notice of Meeting shall include a brief but clear statement of the allegations which form the basis of the complaint, as well as the time, place, and date of the meeting, and shall inform the employee of their right to Union representation at the meeting. If the complaint is dismissed by the Local President, the Notice of Meeting and all other relevant documentation concerning the meeting shall be destroyed.

9.04.2 Step Two: Letter of Warning

If the complaint is not dismissed, or otherwise resolved, as a result of the meeting referred to in 9.04.1, or where the employee waives explicitly, or implicitly by not attending, their opportunity for such meeting, the Supervisor may, within ten (10) working days of the meeting, send the employee a Letter of Warning. Where a Letter of Warning is sent to an employee, the Union shall also be notified. The Letter of Warning shall state that disciplinary action may be imposed, in accordance with the procedures herein contained, following a repetition of the act or omission which is the subject matter of the complaint and/or, where the complaint concerns the standard of the employee's work, if the employee fails to bring their work up to a reasonable standard by a given date to be determined by the Employer. Such date shall give the employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning. No act, omission, or failure to conform to a required standard shall appear in a Letter of Warning which did not appear in the Notice of Meeting issued under 9.04.1.

9.04.3 Step Three: Discipline Meeting

Prior to imposing discipline, and within ten (10) working days of becoming aware of the circumstances which, in their opinion, provide prima facie grounds for disciplinary action, the President shall notify the employee and the Union in writing of the time and place of a meeting to discuss the matter. Such notice shall contain sufficient information and details of the complaint to enable the employee to make adequate response to the allegations and shall inform the employee that they are entitled to Union representation at the meeting.

9.05 Notification of Action

The President:

(i) shall, within ten (10) working days of such meeting advise the employee and the Union, in writing, of their decision, and shall include the reasons for such decision if disciplinary action is to be taken;

(ii) shall, where the discharge or the suspension without pay of the employee is being considered, delay the imposition of discipline for five (5) working days on request from the Union and/or the employee.

- 9.06** Notwithstanding 9.02, 9.04.1 and 9.04.2, it is understood that the Employer reserves the right, in extreme situations, to discipline an employee for just cause without having first issued a Letter of Warning (9.04.2), subject to Articles 7 and 8, 9.04.3, and 9.05.
- 9.07** It is agreed that the Employer has the right, in extreme situations to suspend an employee for just cause during the period of its consideration of the matter, including the delay in 9.05 (ii), and prior to the imposition of any other discipline. In all such cases the suspensions shall be with pay.
- 9.08** **Disciplinary Files**
- 9.08.1** Both parties agree that an employee's service file may contain entries of a disciplinary nature and that such files shall be deemed to be evidence of progressive discipline which may be used in any directly related grievance and arbitration, subject to 9.08.2.
- 9.08.2** The record of a disciplinary action and matters forming the basis of or raised during such a disciplinary action shall not be referred to or used against an employee after a period of twelve (12) months following such an action, unless a directly related disciplinary action occurs during such a period. In such actions, the earlier action and matters forming the basis of or raised during such action may be referred to or used against an employee for a further twelve (12) months following the subsequent disciplinary action. Any time during which an employee is on total layoff shall not be regarded as part of the twelve (12) - month period(s) specified above.
- 9.08.3** Failure to grieve previous discipline, suspension or discharge, or to pursue a grievance to arbitration, shall not be considered to be an admission that such discipline, suspension or discharge was for just cause.
- 9.09** The Employer agrees that an employee shall not be disciplined solely for failure to perform their duties because they are arrested and/or incarcerated provided that the employee notifies their Supervisor of the arrest and/or incarceration and the expected duration thereof as soon as possible. The Employer, however, reserves the right to discipline an employee for just cause for failure to perform their duties for other reasons than arrest and/or incarceration on or for activities which may have been related to or coincident with the arrest and/or incarceration. Further, it is understood that loss of salary for failure to perform scheduled duties shall not constitute discipline in the context of this Article.

- 9.10** The employees covered by this Agreement shall have the right to refuse to cross picket lines that interfere with the performance of their duties. Failure to cross such picket lines shall not be grounds for disciplinary action. Salary shall not be deducted for any time not worked as a result of such refusal.
- 9.11** Any of the time allowances set out in this Article may be extended if mutually agreed to in writing by the Employer and the Union. Such agreement shall not be unreasonably withheld by either Party.
- 9.12** A grievance related to the procedures set forth in this Article, or to any disciplinary action, suspension or discharge may be initiated at Step Two. The grievance shall be presented within ten (10) working days of the date of the letter provided for in 9.04.1, 9.04.2 or 9.05.
- 9.13** In any grievance over discipline which proceeds to arbitration, the Arbitrator shall have the power to modify any penalty imposed by the Employer and to take whatever other action is justified and equitable in the circumstances. An employee who is found to have been unjustly suspended or discharged shall be immediately reinstated to their former position without loss of seniority and shall be compensated for all lost earnings and benefits, and all records of disciplinary action shall be removed from their employment file.
- 9.14** Where it is established at any stage of the disciplinary procedure that disciplinary charges against an employee have been laid in a discriminatory manner, the Employer shall take any and all actions as may be necessary to prevent repetition of such charges or a negative working environment for the employee.

ARTICLE 10 - POSTINGS

10.01 Notices

10.01.1 Notice of a vacancy shall be posted when the Employer decides to fill an existing position which has become vacant or a new position is created, Notice shall be posted within seven (7) calendar days of the Employer's decision, for a period of at least five (5) working days, within the Employer's workplace. Copies of all notices shall be sent by mail to employees on total layoff and the Union.

10.01.2 Notices shall contain the classification, qualifications, location(s), duties, hours of work, salary rate, date of commencement of employment, the date of the notice, and the method of making application.

10.02 When the Employer increases the working hours of a position by more than one and one-half (1 1/2) days per week cumulatively from the time of the last posting or such that the position is converted from part-time to full-time, it shall be considered a new position and posted in accordance with 10.01.

10.03 No vacancy shall be filled until employees on total layoff have ten (10) working days from receipt of the posting to apply.

10.04 Short-Term Relief

Where additional hours become available as a result of a position becoming temporarily vacant as a result of sickness, leaves, of resignations, the Employer shall make every effort to offer the available hours, on the basis of seniority, to part-time employees and employees on lay-off who have the ability to perform the requirements of the position. Where no part-time employee or employees on lay-off have the ability or where no employee with the ability accepts the offer, Article 3.03.1 shall apply.

ARTICLE 11-APPOINTMENTS

11.01 Appointment by Seniority

11.01.1 In filling vacancies or new positions pursuant to a notice of vacancy under Article 10.01, appointments shall be made of the applicant with the greatest seniority, subject, in the case of an employee applying for a position in a job classification in which they have not worked before, to that employee having the competence and ability to learn and perform the duties of the position after three (3) months of training, monthly evaluations, orientation, and full information regarding the requirements of the position.

11.01.2 New employees shall not be transferred or promoted to a vacant position until the one-year (1) evaluation period in 15.01 has expired, unless the Employer agrees.

11.01.3 Where an employee is appointed to a position in a job classification in which they have not worked before, and where after three (3) months of training, evaluation, orientation and full information regarding the requirements of the position, the employee has failed to learn and perform the duties of the position, the employee may elect to return to the position they held previous to their being appointed to the current position.

11.01.4 Where an employee on total layoff is appointed to a position in a job classification in which they have not worked before, and where after three (3) months of training, evaluation, orientation, and full information regarding the requirements of the position, the employee has failed to learn and perform the duties of the position, the employee shall be laid off in accordance with Article 12.01; notwithstanding Article 12.02, such an employee shall not have the right to "bump" anyone in the job classification into which they were appointed and from which they are being laid off.

11.01.5 An employee on layoff who elects not to apply for a position other than the position from which they were laid off, shall not be deemed to have forfeited any other right accorded to them by this collective agreement.

11.02 Appointment Letter

Normally within fifteen (15) working days following the Employer's decision to hire, the successful candidate will be provided with a written offer of appointment, copied to the Union, setting out the position title and workplace location, commencement date, hours of work, entitlement to expense allowances, benefit information, name and email address of the Union Steward and a copy of this collective agreement.

11.03 Union Observer

11.03.1 The Union shall be entitled to one observer, with speaking rights solely around issues of the Collective Agreement, at all meetings and interviews conducted by the Employer regarding the filling of all vacant positions. The Union shall be notified at least five (5) working days in advance of all such meetings or interviews. Failure to conform with the provisions of this Article shall render the meeting or interview null and void and the matter shall be reconvened and proceed in accordance with this Article, unless the Employer and the Union agree on some other remedy.

11.03.2 Nothing in this Article impinges on the Employer's right to request opinions of the Union observer on matters not relevant to the Collective Agreement, nor on the Union observer's right to refuse to comply with such requests.

11.04 Union Notification

The Union shall be notified in writing of all hires, transfers, promotions, demotions, layoffs, recalls and terminations of employment within five (5) working days of notification to the employee(s) affected.

11.05 Outside Hiring

No new employees may be hired until present employees and employees on total layoff have had ten (10) working days from receipt of the posting to apply.

11.05 6 Membership Training and Educationals

The Employer may, at the Employer's discretion, use the educational resources of the Canadian Union of Public Employees or any other body with which CUPE 3904 is affiliated.

ARTICLE 12 - LAYOFFS AND RECALLS

12.01 Layoff

12.01.1 When the Employer decides that circumstances require a reduction of personnel within any job classification, layoff shall be on the basis of reverse seniority and Article 12.02.

12.01.2 Layoff Notice

Employees being laid off shall be notified in writing at least eight (8) weeks in advance of the date of the layoff. If the employee does not have the opportunity to work their regular hours for eight (8) weeks after notice of layoff, they shall be paid for that part in which work is not available.

12.01.3 In the event of a layoff notice, the Employer shall meet with the Union steward to discuss how to obtain such employment as is possible for the employee(s) facing layoff.

12.01.4 An employee who has received notice of partial layoff shall have the right to opt for total layoff and shall receive severance pay as per 23.03.

12.02 Bumping

12.02.1 Where a position is reduced or eliminated, the employee in that position may "bump" (claim the position of) any less senior employee. An employee who is bumped may, in turn, bump any less senior employee. If there is no less senior employee, an employee who is bumped may be laid off.

12.02.2 An employee who bumps another employee shall be placed in the bumped employee's position without undue delay. Until they are placed in their new position, they shall remain in their present one, with no loss of working hours, salary, benefits, or seniority.

12.03 Benefits During Layoff

The Employer agrees to pay the full coverage to the group insurance plans for full-time employees during the first four (4) months of a total layoff. After the first four (4) months of a total layoff, employees so affected shall have the option of continuing this coverage through direct payment.

12.04 Layoff Grievances

Grievances concerning layoffs shall be initiated at Step Two of the Grievance Procedure.

12.05 Seniority during Layoff

Seniority shall continue to accumulate during the first eighteen (18) months of total layoff (14.02). Employees on total layoff shall retain seniority in the bargaining unit for twenty-four (24) months (14.03).

12.06 Recall

12.06.1 Where a vacancy occurs in any position following a reduction of personnel as a result of which an employee has been laid off, and where that employee retains seniority in accordance with Article 14, the employee so affected will be offered the opportunity to fill the vacant position, subject to the conditions set forth in Article 11.01.1. Recall shall be on the basis of seniority as set forth in Article 11.01.1.

12.06.2 Employees being recalled shall be notified in writing, by email, at least one (1) month in advance of the date of the recall. If the employee fails to notify the Employer, in writing, of their intention to return to work within ten (10) working days of receiving the recall notice, they shall forfeit their seniority rights. It shall be the responsibility of the employee to keep the Employer informed of their current address.

ARTICLE 13 - PROBATION

13.01 Probation

13.01.1 Newly hired employees shall be considered to be on probation for three (3) months from the commencement date of employment.

13.01.2 During the probationary period, employees shall enjoy the rights and privileges of this Agreement, except with respect to discharge, where 13.02 will apply. During the probationary period, employees shall be given orientation, training, and monthly evaluations in accordance with Article 15.

13.02 Probationary Discharge

Probationary employees may be discharged for just cause at any time during the probationary period. A grievance may be filed where the Union claims a violation of this Article or Article 4 with respect to discharge. Probationary employees and the Union shall be given one (1) - week written notice of the Employer's intention to discharge such an employee.

ARTICLE 14 - SENIORITY

14.01 Accumulation of Seniority

Seniority shall accumulate on the basis of length of service with the Employer effective from the first day of employment.

14.02 Retention of Seniority

Seniority shall continue to accumulate during absence from work due to sick leave, the first eighteen (18) months of layoff, holidays, vacations, and leaves of absence granted under Article 19.19.

14.03 Loss of Seniority

Seniority shall be considered lost when an employee resigns; is discharged for just cause, and is not reinstated through the grievance procedure; is absent from work in excess of ten (10) consecutive working days without notifying the Employer, unless such notice was not reasonably possible; fails to notify the Employer of their intention to return to work within ten (10) working days following receipt of recall notice; or is on total layoff for longer than twenty-four (24) months.

14.04 Seniority List

The Employer shall maintain a seniority list showing the classifications and the date upon which service commenced. An up-to-date seniority list shall be sent to the Union by January 31 of each year.

14.05 Operation of Seniority

Seniority shall operate on a bargaining unit-wide basis and shall determine preference and priority for appointments to vacant and new positions in accordance with Article 11, layoff and recall in accordance with Article 12, vacation scheduling in accordance with Article 17, and any other right or benefit to which seniority applies in this Agreement.

ARTICLE 15 - EMPLOYEE EVALUATIONS AND RECORDS

- 15.01** The parties agree that the primary purpose of performance evaluations is to assist the employee in improving their performance in carrying out their duties as set out in the job description, taken as a whole.
- 15.02.1** The Employer shall evaluate employees following a) a three (3) - month interval, a six (6) - month interval, and a one-year interval from the commencement of employment; or b) a three (3) - month interval from the commencement of duties in a new job classification.
- 15.02.2** The Employer may evaluate an employee as to any aspect of the job for which the Employer has, subsequent to the probationary period, provided additional training. There shall be no more than one (1) such evaluation per special training period.
- 15.02.3** An employee may request from the Employer an evaluation of their performance of a particular skill for which they have received training outside the Employer's resources. There shall be no more than one (1) such evaluation per special training period.
- 15.03** All evaluations shall be in writing and provided to the employee within one (1) week of completion. The employee shall have the right to comment in writing, and such comments shall be appended to the evaluation.
- 15.04** Personnel Files
- 15.04.1** The official personnel file for each employee shall be maintained at the office of the Employer and shall be available to the employee for inspection at any reasonable time upon prior notice. The employer shall provide copies by email of requested documents to the employee within a reasonable period of time following receipt of the request.
- 15.04.2** The personnel file of an employee, or former employee, shall not be shared in any manner with any other Employer or agency without the prior written consent of the employee concerned, except as required by law.

ARTICLE 16 - HOLIDAYS

16.01 Statutory Holidays

All employees shall be given the following paid holidays: Christmas Eve, Christmas Day, an employee's normally scheduled hours between Christmas and New Year's Day, any other such time when the University is officially closed for business, New Year's Day, Good Friday, Easter Monday, MAY DAY, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, National Day for Truth and Reconciliation, and such others as are proclaimed by the federal government or the provincial or municipal government in the employment area.

16.02 Substitution

When a holiday or holidays as defined in 16.01 falls on a day which is not a regular working day, the first regular working day thereafter shall be considered the holiday. If an employee is required to work that day, they shall be compensated at the rate of two and one half (2 1/2) times their regular salary.

16.03 Alternate Holidays

The Employer recognizes that an employee may, for religious reasons, wish to observe holidays other than those listed in 16.01. In such cases, and subject to advance written notice, the employee shall be entitled to observe such alternate holidays.

ARTICLE 17 - VACATIONS

17.01 Entitlement

17.01.1 Full-time employees shall be entitled to an annual vacation with pay on the following basis:

- (i) after one (1) year of continuous employment, three (3) weeks;
- (ii) after three (3) years of continuous employment, four (4) weeks;
- (iii) after five (5) years of continuous employment, five (5) weeks;
- (iv) after eight (8) years of continuous employment, six (6) weeks;
- (v) after twelve (12) years of continuous employment, seven (7) weeks;
- (v1) after twelve (15) years of continuous employment, eight (8) weeks;

17.01.2 Part-time employees shall be entitled to the above annual vacations paid on the basis of the employee's regular weekly hours of work during the three (3) months of employment prior to the commencement of the vacation. Employees whose hours have been reduced shall be entitled to the above annual vacations paid on the basis of their average weekly hours of work during the twelve (12) months of employment prior to the commencement of the vacation.

17.01.3 Vacation entitlement must be taken within twelve (12) months of the end of the year for which the entitlement arose. Vacation leave may be taken in advance of entitlement with the approval of the Employer. If vacation entitlement is not taken or paid out, it shall be carried over into the next calendar year at the request of the Employee/Employer. Employees cannot exceed more than one (1) year of carry over.

17.02 Scheduling

17.02.1 At the beginning of each calendar year, the employee and the supervisor shall discuss the vacation schedule for the year. It is understood that priority matters such as critical bargaining periods, arbitration hearings, Labour Board hearings, etc may affect the vacation schedule. In the event that such a postponement is necessary, vacation credits may be carried forward into the next calendar year. After five (5) years of continuous employment, an employee may choose to take wages in-lieu of vacation, up to a maximum of two (2) weeks of vacation credit in any calendar year.

17.02.2 Vacation schedules shall be granted on the basis of seniority. They shall be mutually agreed to not more than one (1) month after an employee or employees submit their request. Vacations shall not be scheduled more than six (6) months in advance.

17.02.3 An employee shall be entitled to receive their vacation in consecutive weeks, for periods not greater than four (4) consecutive weeks, and cannot be combined with any other leaves or time-off provisions, (except as set out in Article 17.03 and 17.04), unless mutually agreed upon between the employee concerned and the Employer.

17.03 Sick Leave During Vacation

Sick leave will be substituted for vacation where it can be medically certified that an illness or accident occurred while on vacation.

17.04 Holidays During Vacation

When a holiday falls within an employee's vacation period, their vacation shall be extended by one day either at the beginning or end of the vacation period, at the employee's choice.

ARTICLE 18 - SICK LEAVE

18.01 Definition

Sick leave is the period of time an employee is absent from work with full pay and benefits by virtue of being sick or disabled, exposed to a contagious disease or under compulsory quarantine, under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

18.02 Sick leave with full pay shall be granted to each employee for any illness or incapacity up to sixty (60) days. At the end of this period, benefits from the Long-Term Disability Plan will commence at day 61.

18.03 Certificate of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of ten (10) working days, certifying that they were unable to carry out their duties. To cover the costs of such certificates, the Employer agrees to pay up to \$200.00 per annum in clinical fees.

ARTICLE 19 - LEAVES

19.01 Requests

19.01.1 Where written request is required, it shall be made to the Supervisor, indicating the time(s) and date(s) being requested. Reasonable notice of such leaves shall be given. No request for leave shall be denied solely because the employee did not submit their request in time.

19.01.2 Employees may use accrued overtime in lieu of the leave provisions described in Articles 19.02.2, 19.13, and 19.14.

19.02 Union Business

19.02.1 Upon written request at least five (5) working days in advance, employees shall be entitled to leave with pay in order to carry on negotiations with the Employer, or to process a grievance under this Agreement.

19.02.2 Upon written request at least five (5) working days in advance, employees shall be entitled to leave with pay for twelve (12) working days, in order to process CUPE 1281 grievances, arbitrations, collective bargaining, etc for employees not covered by this collective agreement.

19.02.3 Upon written request at least five (5) working days in advance, employees nominated to serve on an arbitration board or as an Arbitrator shall be entitled to leave without pay on the days when the board is required to meet, to a maximum of three (3) days per employee per year.

19.03 Union Meetings and Conventions

19.03.1 Upon written request at least five (5) working days in advance, leave with pay shall be granted to employees attending the CUPE 1281 Annual General Membership Meeting. Leave with pay up to a maximum of two (2) working days in a twelve (12) - m o n t h period shall be granted for attendance at other CUPE 1281 General Membership Meetings.

19.03.2 Upon written request at least five (5) working days in advance, leave with pay shall be granted to employees chosen to represent the Union at any authorized Labour Convention or educational seminar. Such leave is to be confined to the actual duration of the Convention or educational seminar and the necessary travelling time. Such leave shall not exceed a total of fifteen (15) working days in the bargaining unit. Leave of absence without pay in excess of the fifteen (15) working days noted above shall be granted upon written request.

19.04 Public Office Leave

Upon written request at least six (6) weeks in advance, an employee who is elected or appointed to a full-time position with the Union or anybody with which the Union is affiliated, or who is elected or appointed to public office shall be granted a leave of absence without pay for the term of the office. An employee granted such a leave of absence must give the Employer sixty (60) days written notice of intention to return.

19.05 Jury Leave

The Employer shall grant leave of absence to an employee who serves as a juror or witness in any court. The Employer shall pay such employee the difference between their normal earnings and benefits and the payment they receive for jury service or court witness, excluding payment for travelling, meals and other expenses. The employee will present proof of service and the amount of the pay received.

19.06 Penitentiary Leave

Employees shall be entitled to up to one month leave without loss of salary or benefits for a period of time spent in a Canadian jail as a result of reasonable actions by an employee undertaken with the purpose of implementing the directions of a local executive, organizing committee, or the Local President. Should such an incarceration extend for more than one month, the Employer shall grant the employee leave without pay for the remainder of the incarceration. The Employer shall pay all fines levied on employees by criminal courts as a result of such actions by the employee. It is agreed that employees have the right to refuse to undertake any action which the employee reasonably expects could result in a fine or incarceration.

19.07 Bereavement Leave

Upon request, an employee shall be granted reasonable leave with pay upon the death of a relative, spouse, or close associate. Such leave shall be up to two (2) weeks, at the employee's request for additional leave without pay shall not be unreasonably withheld.

19.08 Compassionate Leave

Upon request, an employee shall be granted leave with pay of up to one (a) calendar week to attend to an ill relative, spouse or close associate, at the employee's request. Where the illness is diagnosed as life-threatening or terminal, leave shall not be less than two (2) calendar weeks. Request for additional leave without pay shall not be unreasonably withheld.

19.09 Preventive Medical Care Leave

Employees shall be entitled to up to three (3) days leave with pay per annum in order to engage in personal preventive medical and dental care. Pregnant employees shall be entitled to an additional three (3) days. On request, employees may be required to show proof of medical or dental care for the duration of their absence from work.

19.10 Maternity and Adoption Leave

19.10.1 Right to Continue Working

A pregnant employee who wishes to continue working during the period of pregnancy shall not be denied that right.

19.10.2 Leave of Absence

Normally only after at least three (3) months of employment and upon written request at least one (1) month in advance, a leave of absence of up to (1) one year shall be granted for maternity or adoption leave. In the case of maternity leave, such leave may be taken at any time within the period six (6) months before and twelve (12) months after the birth of the child.

19.10.3 Supplementary Employment Benefits

The Employer agrees to register a SUB plan as described in Appendix 3 pursuant to Employment Insurance regulations and to make appropriate amendments as may be permitted up to the maximum permitted under the Employment Insurance Act.

19.11 Mental Health Days

Employees shall be entitled to three (3) annual mental health days with pay.

19.12 Emergency Leave

In the event of a bona fide emergency not covered elsewhere in Articles 18 or 19, leaves without pay of up to three (3) days per year shall be granted upon verbal or written request. The Employer agrees that approval will not be denied solely because the employee was unable to make a written request before beginning the leave, provided that they do so as soon as practicable. In the case of a verbal request, the employee shall obtain written approval as soon as possible, an electronic copy to be forwarded to the Employer.

19.13 General Leave

The Employer may grant, in writing, leave of absence without pay of up to one (1) year to any employee, upon written request at least six (6) weeks in advance. Permission to take such a leave may not unreasonably be withheld. In any grievance involving the withholding of permission to take such leave, the onus lies with the Employer to show that permission was not unreasonably withheld. An employee granted such a leave of absence must give the Employer three (3) months written notice of intention to return.

19.14 Return from Leave

Employees returning from leave pursuant to Articles 18 or 19 shall be returned to their former positions, or if the former position no longer exists, shall be returned on terms no less favourable than those enjoyed previous to such leave, at the prevailing rate of pay and with all rights and privileges and benefits as then current in the Collective Agreement.

19.15 Working from Home

Employees will have the ability to work from home from time to time with approval from the Employer. No requests shall be unreasonably denied.

ARTICLE 20 - PAYMENT OF WAGES

20.01 Paydays

20.01.1 The Employer shall pay salaries and wages monthly in accordance with Appendix 1. Salaries and wages are to be paid on or before the last business day of the month of the current pay period. Each employee shall receive with their pay an itemized statement of the salary and deductions for the pay period and year to date figures. Such payment may be made by direct deposit.

20.02 Employees may, upon written request, receive on the last day preceding the commencement of their annual vacation all wages which may fall due during the period of their vacation.

20.03 Pro-rata Pay

Part-time employees shall receive the wage rate, on a pro-rata basis according to their hours of work. For the purposes of this clause, pro-rata wages will be calculated on the basis of thirty-five (35) hours per week. Benefits for all employees shall be paid in full by the Employer.

20.04 Temporary Replacement Pay

When an employee temporarily performs the duties of a higher-paying position, they shall receive the rate for that classification. When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

20.05 Inclement Weather

In the event of an employee being unavoidably detained due to inclement weather while on the Employer's business, the Employer agrees to continue payment of all wages and benefits for that period.

20.06 Hours of Work

An Employee can be hired to a position (see Appendix 1) for a maximum of thirty-five (35) hours per week. Employees shall be allowed to set the scheduling of their hours of work with the approval of the Supervisor who shall not unreasonably withhold such approval.

20.07 Overtime

Overtime shall be worked on a voluntary basis subject to the approval of the supervisor.

20.07.01 Overtime shall be compensated in any given Week as follows:
More than forty (40) hours one and a half (1.5) x rate per hour.

20.07.02 Overtime shall be compensated for by overtime pay. Employees may request, in writing, to be compensated by time off in lieu of overtime pay up to a maximum of two (2) Weeks during each employment year.

20.07.03 A Week is any calendar Week (starting at 12:01am on Monday).

20.07.04 Permission to take time off in lieu of overtime pay shall not be unreasonably withheld.

ARTICLE 21 - DUTIES AND OBLIGATIONS

21.01 An employee is responsible to the Employer for the duties and responsibilities outlined in the job description. An employee shall conform, in so far as possible, to normal business hours in the fulfilment of this provision.

21.01.2 Employees engaged in any of the following types of duties shall be deemed to be fulfilling the duties of their job description:

- a) attending at and participating in CUPE National Educational Schools
- b) performing Union business (Article 6.01.4, 6.02, 6.03, 11.03, 19.03)
- c) travel time (Article 22.01)
- d) attendance at any convention, conference or meeting of the Employer, any union or other organization with which the Employer is affiliated, or any other meeting, proceeding, or function which an employee is directed to attend (Article 22.06)
- e) additional training

21.02 QUARTERLY Reports

Each employee shall report to the immediate supervisor, on a quarterly basis, any sick days, leave days or vacation time that has required the employee to be absent from work.

ARTICLE 22 - EMPLOYMENT EXPENSES

22.01 Travel Expenses

22.01.1 Where an employee's duties requires travel to a location other than, or in addition to, their normal work location, the Employer shall pay mileage at the rate of sixty-eight (\$0.68) cents per kilometer from the employee's normal place of employment to the other location, and back, or from the employee's home to the other location and back, whichever is the lesser. Where an employee elects to use public transportation for such travel, the Employer shall pay costs as verified by receipt. Travel time shall be considered work time.

22.01.2 Where an employee's duties require travel to a location other than, or in addition to, their normal work location, the Employer shall pay reasonable accommodation costs verified by receipt when it is unreasonable to expect an employee to return home. The employee shall attempt to locate reasonable accommodations which do not exceed the average costs of such lodgings within the area.

22.01.3 A per diem of equivalent to that paid to members of Local 3904 (\$74 for a full day, \$37 for half day) for meals and incidental expenses shall be provided for expenses incurred within the Greater Toronto area, and a per diem of not less than \$74.00 per day for expenses incurred outside the GTA, where an overnight stay is necessary. Reasonable expenses in excess of this amount shall be paid upon presentation of receipts.

22.01.4 All parking costs incurred by employees in the performance of their duties shall be reimbursed by the Employer.

22.02 Evening Work

Where an employee is directed to work in the evening, i.e., after 7p.m., after having worked at least six (6) hours during the same day, a dinner allowance not to exceed \$25.00, will be provided by the Employer. If such evening work is not concluded prior to 8:00p.m., the Employer will also provide, subject to verification by receipt, taxi service to the employee's home or to another site of their choice, the cost of which does not exceed the former.

22.03 Professional Development

Each employee shall be entitled to up to five (5) days leave with pay per contract year to attend courses instruction, conferences, seminars, and/or workshops that will assist the employee in the performance of their current position or will better qualify the employee for another position in the bargaining unit.

22.03.1 It is agreed to by the parties that professional development leave is separate and distinct from any training, development, course or workshop attendance initiated by the Employer as part of the employee's regular duties.

22.03.2 It is agreed that any employee may use vacation days (Article 17) in addition to the paid leave taken in accordance with this Article, for the purpose of professional development.

22.03.4 It is further agreed that no unused professional development leave days shall be carried forward beyond the contract year in which the entitlement arose.

22.03.5 Upon presentation of official receipts the Employer shall pay a maximum of \$1,750.00 per contract year per full-time employee(s) towards the cost of attending a course, conference, seminar, or workshop, or other agreed-upon professional development activity. If the full amount is not used, any balance shall be carried over and added to next year's allocation, until it has been depleted. Effective January 1, 2025, if the full amount is not used, a maximum of one year (\$1,750.00) may be carried over and added to the next year's allocation until it has been depleted. All funds are an asset of the Employer, and upon termination of employment, any unused funds shall remain with the Employer.

22.03.6 The Employer agrees to pay the full tuition for employees currently enrolled in a Masters or PHD program as of January 1, 2023. However, after January 1, 2023, the Employer is not responsible for paying the tuition for any employees enrolled in graduate degree programs.

22.04 Working Equipment

22.04.1 The Employer is responsible for providing and maintaining, when necessary and at no cost to the employee, any equipment required for the performance of the employee's duties. Any equipment purchased remains an asset of the Employer.

22.05 Convention Expenses

Where an employee is required to attend a Convention, conference or meeting, the Employer shall provide transportation, accommodation and meals for the employee on the same basis as delegates to the Convention, conference or meeting. Where such arrangements are not available, Article 22.01 of this Agreement shall apply. It is recognized that once per year employees are entitled to attend a non-delegated conference which is appropriate to their interests and their union services at the employer's expense.

22.06 Cell Phone

The Employer shall reimburse all full-time employees for the monthly cost of their cell phone upon presentation of the monthly bill. The Employer shall reimburse any part-time employees for the monthly cost of their cell phone on a pro-rata basis upon presentation of the monthly bill.

ARTICLE 23 - VACATION AND SEVERANCE PAY

23.01 Vacation Pay

23.01.1 At the time of total layoff, termination or resignation, an employee shall be entitled to, subject to Article 23.02, vacation pay as follows:

a) in the first year of employment, they shall be paid four (4) percent of their wages to date;

b) in the second and third year of employment, they shall be paid six (6) percent of their wages to date;

c) in the fourth and fifth year of employment, they shall be paid eight (8) percent of their wages paid to date in the current year of employment;

d) in the sixth to eighth year of employment, they shall be paid ten (10) percent of their wages paid to date in the current year of employment;

e) in the ninth to twelfth year of employment, they shall be paid twelve (12) percent of their wages paid to date in the current year of employment.

f) in the twelfth to fifteenth year of employment, they shall be paid fourteen (14) percent of their wages paid to date in the current year of employment;

g) in the fifteenth and subsequent year of employment, they shall be paid sixteen (16) percent of their current wages paid to date in the current year of employment.

23.01.2 Such vacation pay shall be reduced by the amount of wages paid to the employee while taking the current year's vacation entitlement.

23.02 Severance Pay

23.02.1 The Employer shall pay severance pay to an employee whose employment is terminated through a total layoff. The employee shall receive severance pay from the Employer in the amount of six (6) months' pay (calculated on the basis of the employee's highest six-month salary) for every year of completed service (and pro-rated accordingly for remaining service) to a maximum of thirty-six (36) months of severance pay.

23.02.2 In the event of a partial layoff, the employee shall receive severance pay from the Employer on a pro-rated basis, as per Article 23.03.1.

23.02.03 Should the employee be terminated or otherwise suffer a loss of employment as a result of an Employer driven action or in-action resulting in the cessation of the business of the Employer, the merger, affiliation or transfer of the employer's operation to another labour body, or the insolvency or decertification of the Employer, the employee is entitled to severance pay under Article 23.03.1. It is understood that an employee shall not be entitled to severance pay should the employee be hired by any successor to the Employer provided that the employee's employment is not disrupted and that their wages and benefits are not reduced.

ARTICLE 24 - BENEFITS

24.01 Provincial Health Insurance

The Employer shall pay for all employees the premium required under a provincial health insurance plan.

24.02 Group Benefits Plan

The Employer shall pay the premiums for all employees, their spouses and dependents, for the Group Benefits plan available to the Employer through the Canadian Union of Public Employees. All employees must comply with all requirements set forth by the insurer in order to receive benefits.

24.02.2 The Union acknowledges that the Employer has no control over the terms of the Group Benefits Plan available to the Employer from the Canadian Union of Public Employees. Should any benefit available under the plan be reduced during the term of this agreement, the Employer shall endeavour to minimize the effect of such a reduction in consultation with the Labour-Management Committee.

24.03 CUPE Employee Pension Plan/Group Retirement Savings Plan

The employee shall elect to either participate in the Pension Plan provided for by the Canadian Union of Public Employees or may elect to have contributions placed in a Retirement Savings Plan. The Employer will contribute to a Retirement Savings Plan an amount equivalent to thirteen (13) percent of the Staff Representative's gross regular salary to their account monthly, and nine (9) percent to the Administrative Coordinator's account for 2007, eleven (11) for 2008, and thirteen (13) as of January 1, 2009.

As of January 1, 2010, all employees shall participate in the Multi-Sector Pension Plan (see Appendix 4). The Employer agrees to contribute eight (8) percent to the Pension Plan, and each employee shall contribute two and a half (2.5) percent to the plan, through payroll deduction. The Employer agrees to continue to contribute for the year 2010, and subsequent years, six (6) percent of wages to the Group RRSP at Investors Group.

Employees may make contributions in any amount at any time to their accounts.

24.04 Premium Reduction

If the premium paid by the Employer for any employee benefit is reduced as a result of legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees.

24.5 DEPENDENCY CARE

Upon presentation of official receipts each employee who is the caregiver to dependent children or elderly/disabled family members shall be reimbursed to a maximum of \$3,500 per benefit year to offset the costs of such care. (There is no carry-over of dependency care funds).

ARTICLE 25 - HEALTH AND SAFETY

25.01 The Employer shall make all reasonable provisions for the health and safety of employees during working hours, and the Union may bring to the attention of the Employer any suggestions in this regard.

25.02 Health and Wellness Account

Upon presentation of official receipts the Employer shall pay a maximum of \$1,000.00 per contract year per full-time employee(s) towards the cost of wellness activities, such as gym membership, gym equipment or exercise programs. If the full amount is not used, any balance shall be carried over and added to the next year's allocation, until it has been depleted. Effective January 1, 2025, if the full amount is not used, a maximum of one year (\$1,000.00) may be carried over and added to the next year's allocation until it has been depleted. All funds are an asset of the Employer, and upon termination of employment, any unused funds shall remain with the Employer.

ARTICLE 26 - JOB DESCRIPTIONS

26.01 No Changes

Job descriptions are set out in Appendix 2. They shall not be changed, nor shall new regular duties beyond those specified be added to an employee's job without the agreement of the Union.

26.02 New Positions

Where the Employer wishes to create a new bargaining unit position not covered by Appendix 2 during the term of this Agreement, the job description shall be subject to negotiation between the Employer and the Union. Should the parties be unable to reach agreement, the job description may be submitted to Arbitration in accordance with Article 8.

ARTICLE 27 - TECHNOLOGICAL CHANGE

27.01 No Dismissal

No employee shall be dismissed or suffer any other reduction in their hours of work, because of mechanization or technological changes. An employee who is displaced from their position by virtue of technological change or improvements will suffer no reduction in normal earnings and will be given the opportunity to fill other vacancies according to seniority.

28.02 Training

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by an employee or employees under the present methods of operation, the Employer shall provide training for the employee(s) affected, at the Employer's expense.

ARTICLE 28 - CONDITIONS AND BENEFITS

28.01 All rights, benefits, privileges, and working conditions which employees now enjoy, receive or possess as employees of the Employer, shall 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 Employer and the Union.

ARTICLE 29 - COPIES OF AGREEMENT

29.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their rights and duties under it. For this reason, the Employer shall provide each employee and the Union with an electronic copy of this Agreement, within sixty (60) days of ratification.

ARTICLE 30 - NO STRIKE OR LOCKOUTS

30.01 For the duration of this Agreement, there shall be no strike or lockout, as defined in the Ontario Labour Relations Act.

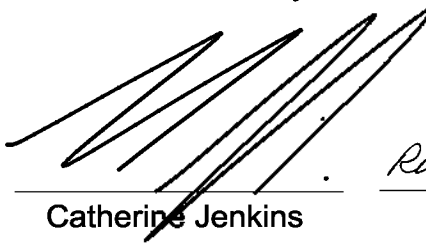
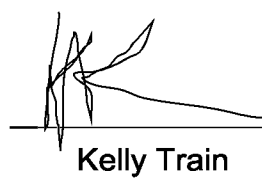
ARTICLE 31- DURATION OF AGREEMENT


31.01 This Agreement shall continue in force and effect from January 1, 2023 until December 31, 2026. All provisions of this Agreement shall be retroactive to January 1, 2023 with the exception of Article 24.02.

31.02 Either party to this Agreement, may, not more than one hundred and twenty (120) days prior to December 31, 2026, present the other party, in writing, proposed terms of a renewal of this Agreement and/or amendments to the Agreement. A meeting shall be held within twenty days (20), at which time the parties will commence negotiations on the proposed amendments and/or terms of a new agreement.

31.03 Failing agreement by December 31, 2026, this Agreement shall continue in force until a new agreement is executed, or until such time, as defined by the Ontario Labour Relations Act, that the parties gain the right to strike or lockout.

In witness whereof, the parties hereto have caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on this 20th day of March 2013.

For the Employer:	 Catherine Jenkins	<i>Richard Deklerk</i> Richard Deklerk	 Kelly Train
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For the Union:	<i>Michael Cassibo</i> Michael Cassibo	 Sam Richards
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APPENDIX 1

SALARIES

The salaries for all positions in the bargaining unit shall be as follows:

Staff Representative	2023	2024	2025	2026
(35 Hours per week)				
Increase	2.00%	2.00%	2.00%	2.00%
Entry Level	127,222	129,766	132,361	135,009
Post-Probation Level	135,058	137,759	140,514	143,324
Job Rate	159,282	162,468	165,717	169,031

Finance Officer	2023	2024	2025	2026
(35 Hours per week)				
Increase	2.00%	2.00%	2.00%	2.00%
Change in job duties	8,000			
Entry Level	93,058	94,919	96,817	98,753
Post-Probation Level	98,282	100,247	102,252	104,297
Job Rate	103,505	105,576	107,687	109,841

Administrative Officer	2023	2024	2025	2026
(35 Hours per week)				
Increase	2.00%	2.00%	2.00%	2.00%
Entry Level	59,538	60,729	61,944	63,183
Post-Probation Level	62,516	63,766	65,041	66,342
Job Rate	65,641	66,954	68,293	69,659

Please note: Probationary period is 3 months.

The time period between steps will be 12 months.

APPENDIX 1

SALARIES

Salary – Administrative Officer

- Pro-rated at 4 hours per week.

Administrative Officer	2023	2024	2025	2026
(Part-Time 4 Hours per week)	4			
Entry Level	6,804	6,940	7,079	7,221
Post-Probation Level	7,145	7,288	7,433	7,582
Job Rate	7,502	7,652	7,805	7,961

Administrative Officer	2023	2024	2025	2026
(Benefits – Other 28.5%)	28.50%			
Entry Level	1,939	1,978	2,018	2,058
Post-Probation Level	2,036	2,077	2,118	2,161
Job Rate	2,138	2,181	2,224	2,269

Benefits Other - 28.5%

- To be paid through regular monthly payroll.
 - 10.5% - Group Benefits
 - 8.0% - CUPE Employee Pension Plan
 - 6.0% - Group Retirement Savings Plan
 - 2.7% - Professional Expense Reimbursement Fund
 - 1.3% - Health and Wellness Account
 - 0.0% - Dependency Care

Vacation Pay:

- To be paid through regular monthly payroll (as outlined in article 17.01.1)

APPENDIX 2

JOB DESCRIPTIONS

STAFF REPRESENTATIVE

The Staff Representative (SR) shall carry out their duties as transmitted to them by the Supervisor.

The duties of the SR shall include the items below, and other related duties. It is understood that it is not the responsibility of the SR to act as the secretary or note-taker for the bargaining team or any committee of the local.

Employees may have voice but no vote in all discussions concerning the Employer's budgets and financial arrangements. Employees may be excluded from any discussions regarding staffing.

It is understood that items 2 through 8 are not the sole responsibility of the SR, but that members of the local Executive will share the responsibility of performing these duties as provided by Local by-laws. Unless otherwise directed by the Supervisor, the SR is free to make the day-to-day decisions necessary for the implementation of local policy.

1. Executive Assistant: The SR is a resource person and advisor for the local Executive and assists it in the carrying out of its duties. The SR will, unless otherwise advised, attend all Executive meetings and shall report verbally to the meeting, when directed by the Supervisor. When requested, the SR shall attend membership and departmental membership meetings, local committee meetings and the National Convention.

2. Membership Service: The SR is a resource person and advisor for members with work-related problems. In this regard, the SR shall a) provide assistance with grievances and b) advise members as to their rights and obligations under the Collective Agreement, National Constitution and Local By-laws.

3. Grievances, arbitrations, and other legal matters: The SR advises members; assists stewards, and local officers in the processing of grievances; prepares and presents grievance arbitrations and Labour Relations Board (or equivalent) proceedings. However, the SR shall have the right to refuse to present a particular grievance arbitration, or Labour Relations Board proceeding should they be unwilling to undertake such a presentation because they reasonably feels they are unqualified to present it, or on any other reasonable grounds. Nothing in the above precludes the Employer from hiring legal counsel to present such a case.

STAFF REPRESENTATIVE (continued)

4. Stewards' Network: The SR trains or coordinates training for stewards, does research for stewards, and assists in the coordination and setting up of the stewards' network in the local.

5. Contract Negotiations: The SR is a resource person and advisor for the bargaining team, and assists in all tasks associated with contract negotiations, including research, drafting of contract proposals, bargaining, organizing around the bargaining process, conciliation, mediation and preparation for job action.

6. External Liaison: The SR is a liaison between the local and the local's Employer and assist in the Local's liaison with other campus groups (unions, associations, student councils, etc.).

7. Publicity: The SR assists in the digital preparation of announcements of meetings and campaigns; and assists in the digital production of newsletters, pamphlets, bulletins, etc.

8. Office Administration: The SR, in conjunction with the Supervisor, ensures the smooth and efficient running of the local Office. The SR, in consultation with the Supervisor, will direct the work of the Administrative Officer. However, the SR shall not be responsible for the discipline or discharge of such employees, and this shall remain the responsibility of the Supervisor.

It is understood that the emphasis placed on the tasks in this job description may vary from time to time within a maximum of thirty-five (35) hours per week (as per Article 20.06). Setting of priorities shall be done in consultation with the Supervisor.

APPENDIX 2

JOB DESCRIPTIONS

FINANCE OFFICER

The Finance Officer shall carry out their duties, as transmitted to them by the Supervisor.

Employees may have voice but no vote in all discussions concerning the Employer's budgets and financial arrangements. Employees may be excluded from any discussions regarding staffing.

The Finance Officer shall provide support, but does not take direction from, the local Executive or local Committees in the following areas:

The Finance Officer, under the direction of the Supervisor and in consultation with the Treasurer, will carry out duties related to:

Accounting & Finance

1. Day-to-day general ledger accounting and maintenance of all financial records, including banking, month end journal entries, bank reconciliations, accounts payable and accounts receivables.
2. The preparation and analysis of the financial results, including monthly Financial Statements and Monthly budget to actual statements.
3. Year-end duties including preparation of lead sheets, year-end journal entries, account reconciliations, capital asset continuity and amortization.
4. The administration and reconciliations of Toronto Metropolitan University (TMU) Funds
 - Unit 1 Professional Expense Reimbursement Fund (Unit 1 PERF Sessional Members).
 - Unit 1 Professional Expense Reimbursement Fund (Unit 1 PERF Part Time Members).
 - Unit 2 Professional Expense Reimbursement Fund (Unit 2 PERF).
 - Unit 3 General Assistance Fund (GAF).
 - Unit 3 Health Benefit Fund (HBF).

Including the preparation of the Annual Reports due to TMU for each of the above-mentioned funds, as well as setup and updating of email distribution list for the above-mentioned funds. The Finance Officer is not responsible for review of invoices, receipts, or data entry for claims submitted by the CUPE 3904 members for the above-mentioned funds.

5. The liaison with auditors for year-end work as well as the work related to the review of the above-mentioned TMU Funds.

FINANCE OFFICER (continued)

6. Full Cycle Payroll

- Processing of monthly payroll for Executive Honorarium, Staff and Bargaining Pay.
- Assists with calculations upon separation of Executive, Staff and Bargaining Members.
- Issuing Record of Employments (ROE's).
- Annual payroll reconciliation.
- Completion of T4s and T4 Summaries.

7. Assists the bargaining team(s) with costing associated with contract negotiations for TMU Funds.

8. Annual Trustees' Report Package

- Provides the necessary information and supporting documents for the review and completion of the annual Trustees' report package.
- Provides support to the Treasurer with the completion of the annual Trustees' report package.
- Submits the annual Trustees' report package to CUPE National
- The Finance Officer is not required to set up or attend the Trustees' meetings.

9. JotForm

- Updates JotForm as needed for supplier invoices, expense reports, honorarium claims, payroll and TMU Funds (listed above in point 4, with exception to the HBF administered by Prosure Group.)

10. EFT (Electronic Fund Transfers)

- Assists with set up and ongoing updates as needed.

11. The Finance Officer has the flexibility to work from home.

- Disciplinary action (as outlined in Article 9.02) may result in the Finance Officer's flexibility to work from home being revoked temporarily.

12. Office Administration

- In conjunction with the Supervisor, ensures the smooth and efficient running of the local Office. In consultation with the Supervisor, will direct the work of the Administrative Officer. However, shall not be responsible for the discipline or discharge of such employees, and this shall remain the responsibility of the Supervisor.

It is understood that the emphasis placed on the tasks in this job description may vary from time to time within a maximum of thirty-five (35) hours per week (as per Article 20.06). Setting of priorities shall be done in consultation with the Supervisor.

APPENDIX 2

JOB DESCRIPTIONS

ADMINISTRATIVE OFFICER (PART-TIME)

The Administrative Officer shall carry out their duties, as transmitted to them by the Supervisor.

Employees may have voice but no vote in all discussions concerning the Employer's budgets and financial arrangements. Employees may be excluded from any discussions regarding staffing.

The Administrative Officer shall provide support, but does not take direction from, the local Executive or local Committees in the following areas:

The Administrative Officer, under the direction of the Supervisor and in consultation with the Staff Representative and/or the Finance Officer, will carry out duties related to:

Administrative & General Duties

1. Maintenance of the office filing systems; digital filing of documents, photocopying and organization of resource material, as needed.
2. Phone and email communications, taking messages and greeting members, if required.
3. Opening, sorting, organizing and distributing incoming and outgoing correspondence, including preparation of all outgoing mail, as well as couriers, as needed.
4. Event planning for membership meetings, social events and executive meetings, as needed. The Administrative Officer will be in attendance at such meetings as required.
5. Assists with updating and maintaining membership, steward, and committee lists.
6. Ordering of office supplies as requested and maintenance of office equipment as needed.
7. Assists with tasks associated with preparation and the distribution, but not responsible for the content of materials to members, stewards, and committees.
8. Assists with the preparation but not responsible for the content of posters and ads for meetings and campaigns; and assists in the production, but not responsible for the content of local newsletters, pamphlets, bulletins, membership bulletin board and office calendar.
9. Assists with, but not responsible for the content of CUPE 3904's list serves (updates Google Groups as requested but does not have run TMU HR Custom Reports) and assists with website updates as requested.

It is understood that the emphasis placed on the tasks in this job description may vary from time to time within a maximum of thirty-five (35) hours per week (as per Article 20.06). Setting of priorities shall be done in consultation with the Supervisor.

APPENDIX 3

SUPPLEMENTARY EMPLOYMENT BENEFITS PLAN

In respect of the period of maternity or adoption leave, the Employer shall make payments to the employee as follows:

- 1) For the first two (2) weeks, payments equivalent to ninety-five (95) percent of their regular weekly wage;
- 2) For up to fifteen (15) additional weeks during which they are eligible to receive E.I. benefits, payments equivalent to the difference between the E.I. benefits the employee is eligible to receive and ninety-five (95) per cent of their regular weekly wage;
- 3) Should the employee be ineligible to receive E.I. benefits during the period of their maternity or adoption leave, the Employer shall pay to the employee the equivalent of ninety-five (95) per cent of their regular weekly wage for seventeen weeks.
- 4) As per the changes E.I. maternity/paternity leave benefits, the sub-plan payments will continue, at rate of ninety-five (95) percent of their regular weekly wages for a period from the initial seventeen (17) weeks up to an additional thirty-five (35) weeks, should the employee choose to extend the leave to one (1) year.

APPENDIX 4

PENSION PLAN AGREEMENT

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

.01. "Plan" means the Multi-Sector Pension Plan

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- (i) the straight time component of hours worked on a holiday, and,
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay; and
- (iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages include any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace.

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

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

.02. Commencing January 1, 2010 each eligible Employee shall contribute for each pay period an amount equal to two and a half (2.5) percent of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to eight (8) percent of Applicable Wages to the Plan.

.03. 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 or the Plan.

.04. 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 it shall be provided in such form to the Plan if the Administrator so requests.

- i) To be Provided Once Only at Commencement
 - Date of hire
 - Date of birth
 - Date of first contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
 - gender.

- ii) To be Provided with Each Remittance:
 - Name
 - Social Insurance Number
 - Monthly remittance
 - Pensionable Earnings
 - Year to date Contributions
 - Employer portion of arrears owing to error, or late enrolment by the Employer.

- iii) To Be Provided Initially and as Status Changes
 - Full address
 - Termination Date where applicable (MM/DD/YY)
 - Marital Status

- iv) To be Provided Annually but no Later than December 1
 - current complete address listing.

.05. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust 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 hereto as Schedule A.