

COLLECTIVE AGREEMENT

– between –



**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL
3903**

– and –



**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL
1281**

Duration of Agreement: September 1, 2024 - August 31, 2027

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This Agreement is made this 1st day of September 2024.

Between:

The Canadian Union of Public Employees, Local Union 3903,
hereinafter referred to as the Employer.

And:

The Canadian Union of Public Employees, Local Union 1281,
hereinafter referred to as the Union.

DEFINITIONS

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.

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

Layoff: Includes a reduction in the hours of employment.

Designated Employer's Representative: The Employer shall elect one member of the Employer's representatives of the Labour/Management Committee to act as the designated Employer's Representative, as specified in the Collective Agreement Article 6.01.4. The Employer shall elect another member of the Employer's representatives of the Labour/Management Committee to act as an alternate Employer's Representative in the event that the primary designate is not available. The Employer shall provide the names of the primary Employer's Representative and the alternate Employer's Representative annually to the Union after the first meeting of the newly elected Executive Committee of CUPE 3903, and in any case no longer than fifteen (15) business days after being elected to office.

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 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, layoff, recall, classify, maintain order and efficiency, determine the standards of the work to be performed, establish and enforce working rules subject to past practices, discipline and 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.

- 2.01.3** Notwithstanding 2.01.1, the Employer shall not hire a regular Support Staff person unless the Local Union is being serviced by a full-time Business Agent.

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 Regular, Full-time Employment

The Employer and the Union share the objective of providing regular full-time employment and job security to the extent that it is possible.

3.03 A full-time employee will have the right to change to part-time status for a period of up to three years. The employee will give three months' written notice to the LMC or Employer's representative. The same employee will have the right to return to full-time status with three months' written notice. Extensions may be granted upon request of the employee and subject to a written agreement between the Union and the Employer. Current part-time employees will be given right of first refusal in awarding of full-time positions which may result from a full-time employee's change in status.

3.04 Term Employees

3.04.1 Notwithstanding the above, the Union recognizes the right of the Employer to hire term employees under certain circumstances. 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 three years and only to either replace a regular employee on leave or subject to 3.03.

3.04.2 This period of three years may be extended with written agreement between the Union and the Employer only if the term employee is hired subject to 3.03 and an extension beyond 3 years is sought and granted by an employee who has elected to change their status from full to part-time.

3.04.3 Term employees shall enjoy all the rights and benefits of this Agreement save and except severance pay, layoff notice, benefits during layoff, bumping rights, public leave and general leave.

3.04.4 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 3.04.3 shall apply retroactively to the date of commencement of their employment.

3.04.5 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. Where two or more employees on layoff or part-time employees apply and have the ability to perform the position, the appointment shall be made on the basis of seniority. When a term position is held by such an employee, Article 3.03.3 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 3.03.2.

3.04.6 A term position shall last for at least six weeks after the regular employee returns from leave. The term employee is also guaranteed an additional 4-weeks of pay per 12 months of service prorated, applied retroactively only upon completion of at least one full year of service.

3.05 Exclusion - Casual Employees

3.05.1 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 per Employer's fiscal year. These projects may include, but are not limited to: research projects, membership mailings and the following types of clerical work: data entry, telephone surveys, filing and bargaining-team note-taking.

3.05.2 Limitation on the Right to Hire Casuals

The parties agree that, should the Employer hire a regular researcher, casual employees shall no longer be hired to perform that type of work. Where a regular support staff person is hired to work at the Local, casual employees shall not be hired to perform that type of work. The Employer shall provide a written contract to a casual employee and shall forward a copy to the Union.

3.06 Improper Hiring Procedure

Upon discovery that an employee who fits the bargaining unit definition in Article 3.01 has been improperly hired and paid 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.

3.07 Hiring of all term, part-time and full-time employees will take place through a fair hiring process with job postings for hiring being made available concurrently internally and externally to members of both CUPE 1281 and 3903.

ARTICLE 4 - NO DISCRIMINATION/HARASSMENT

4.01 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, ethnic origin, citizenship, ancestry, native language, political or religious affiliation, beliefs, or activities, sex, gender, gender identity, sexual preference or 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, handicap or 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.

4.01.1 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 of the grounds set forth in Article 4.01.1.

4.02.2 Harassment shall be defined as any vexatious comment or conduct that is known or should reasonably be known to be unwelcome, such as:

- (i) unwelcome remarks, jokes, innuendos, or taunts about a person;
- (ii) insulting gestures or practical jokes of a nature which cause awkwardness or embarrassment;
- (iii) offensive comments and/or actions which demean, humiliate or threaten an individual or group;
- (iv) displaying or distributing pornographic, pin-up pictures, graffiti or other offensive pictures or written material;
- (v) leering (suggestive staring);
- (vi) refusing to talk to, or work with, a person by reason of any of the prohibited grounds;
- (vii) demands for sexual favours or unwanted sexual overtures;

- (viii) unnecessary physical contact, such as touching, patting or pinching;
- (ix) sexual assault;
- (x) physical assault;
- (xi) implied or expressed promise of reward for complying with a sexually oriented request;
- (xii) implied or expressed threat of reprisal, actual reprisal, or the denial of opportunity for the refusal to comply with a sexually oriented request;
- (xiii) behaviour which may reasonably be perceived to create a negative working environment;
- (xiv) reprisal or threat of reprisal against any grievor, witness or any person involved in the investigation of a grievance under this Agreement.

4.02.3 Harassment means engaging in a course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome. Personal harassment can be either psychological or physical or it can be a combination of both. Personal harassment is demeaning, offensive, intimidating, humiliating, embarrassing and hurtful and is defined as a pattern of unwanted derogatory, hostile, isolating or aggressive remarks, gestures or actions about an individual's intelligence, competence, physical appearance or other characteristics which affects an employee's dignity or psychological, emotional and/or physical integrity, and which results in a harmful work environment for the employee. A single incident of such behaviour that has a lasting harmful effect on an employee may also constitute personal harassment.

4.02.4 Harassment on the basis of disability includes, but is not limited to:

- (i) Denial of employment, resources, promotion, fair wages and/or underemployment of a worker due to disability
- (ii) Unwanted or unwelcome comments, conduct or behaviour, such as gestures, threats, or verbal, written or physical abuse, that humiliate, intimidate, exclude and isolate an individual on the basis of disability (this also includes behaviours that discriminate based on how an individual identifies in relation to disability – such as strongly identifying with a psychiatric diagnosis)
- (iii) Demeaning comments about a person's body, clothing, appearance, and/or assistive devices
- (iv) Systematically excluding, alienating and creating a silencing work space for disabled and mad-identified individuals
- (v) Creating work space that tolerates harassing treatment, fear, hatred, or extreme negative attitudes to workers due to disability/madness/psychiatric diagnosis

- (vi) Unwanted attention, both physical and emotional to individuals due to disability
- (vii) Behaviour, language or terminology which could reasonably be interpreted as patronizing and as undermining self-respect or adversely affecting performance or working conditions
- (viii) Negative or derogatory comments, offensive, nicknaming or name calling, insults or slurs that are rooted in disability and madness
- ix) Forcing individuals to disclose a diagnosis and medical information or publicly disclosing diagnosis or medical information that should reasonably be understood to be confidential

4.02.5 Denial of Services

The Employer recognizes the right of staff to refuse service to individuals that behave belligerently or abusively in the course of accessing the services of the Union, or that contravene the Employer's policies related to harassment, discrimination, in accordance with the following procedures:

- (i) Where the actions of any individual pose a threat to the safety and security of any other individual or Employee;
- (ii) An Employee who refuses service to an individual must immediately notify the LMC or designate of the incident. The Employee may then choose to refrain from discussing the incident further, until such time as written notice of the incident has been provided to the LMC or designate, except where imminent threat to the safety and security of any individual remains, in which case the Employee will have the right to be accompanied by a Steward or Union Representative for any discussion.
- (iii) A meeting between the Employee, the Staff Liaison, and a Steward or Union Representative will be held as soon as is reasonably possible, and in all cases within one week following the incident, the purpose of such a meeting being to discuss the circumstances which lead to a denial of service, to identify any strategies which could be used in future similar situations, and to initiate any resolutions satisfactory to both the Union and the Employer.
- (iv) All grievances under this clause shall be handled with all possible confidentiality.
- (v) To ensure the continuity of representation of individuals accessing the services of the Union, the Employee will transfer ongoing case files related to the individual to either another member of Staff or an Executive member, in consultation with the LMC. The LMC will be responsible for informing the individual of any changes in representation.

4.03 Harassment Grievances

- 4.03.1** An employee who alleges they have been subject to discrimination or harassed may submit a grievance under the grievance procedure. All grievances filed alleging a violation of Articles 4.01 and 4.02 shall be submitted in writing, copied to Local 1281's Chief Steward or President within twenty (20) working days of the alleged incident(s). The parties agree that the grievor may rely on incidents which occur more than twenty (20) working days prior to the filing of the grievance if the earlier incidents form part of a pattern of harassing conduct.
- 4.03.2** 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, a designate from the Employer's representatives on the Labour/Management Committee 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 be considered disciplinary action.
- 4.03.3** Within five working days of receipt of the grievance, at least two of the Executive Officers shall convene a meeting with the grievor and the Union. Upon the basis of the information provided in the meetings, the Executive Officers shall investigate the grievance, subject to 4.03.5, and determine what action shall be taken, which may include, but shall not be limited to, ordering an apology, counselling, continued separation. The grievor and the Union shall be informed of the decision within ten working days of the meeting.
- 4.03.4** Where both the grievor and the alleged harasser are members of the bargaining unit, and upon request by either the Employer or the Union, the parties agree to use an external investigator, with expertise in the area of human rights and harassment cases, to investigate the grievance and make recommendations to the Executive Officers, the cost of which shall be borne by the Employer. The investigator will be selected from a list of mutually agreed-upon names.

Provided both the Employer and the Union agree, an external investigator may also be used when only one of the parties to the grievance is a member of the bargaining unit.

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. In addition, the Employer shall inform each new employee of the name and telephone number 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 assessment. The amounts of such dues and/or assessments shall be certified to the Employer in writing by the Secretary of the Union. Such dues and/or assessments and a list of employees from whom the deductions were made, including their gender, shall be forwarded to the Treasurer of 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.

ARTICLE 6 - UNION REPRESENTATION

6.01.1 No employee or group of employees shall represent the Union in any meeting without proper authorization of the Union. The Employer shall provide the Union with the names, addresses, and telephone numbers 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 sub-local's stewards(s) with whom the Employer may transact business arising from this agreement.

6.01.2.1 Where notice or reply to the Union is required by any clause of this Collective Agreement, such notice shall be in writing to the sub-local Shop Steward, with a copy immediately sent to the President of CUPE Local 1281 and the Staff Representative of CUPE Local 1281 via email at president@cupe1281.ca and the Staff Representative via email at office@cupe1281.ca. Any notice which does not meet this requirement shall be deemed to be null and void.

6.01.2.2 In Writing

For the purposes of this Agreement the term "in writing" shall refer to a letter drafted on Employer or union letterhead, which may be delivered by email as per Article 6.01.2.1.

6.01.3 Time spent meeting with the Employer in the processing of grievances and in labour management meetings, including meeting with an employee's local supervisor to discuss matters pertaining to the Agreement, is deemed work time.

6.01.4 Employer's Representative

A member of the Employer's Representatives on the Labour-Management Committee, who will represent that Employer to the Union and Employees in a manner that is consistent with the terms of this Agreement. The Employer's Representative shall be the Union's point of contact for all purposes of this Agreement, except where otherwise explicitly provided herein. The Employer will provide notice in writing if and when the primary Employer's Representative and/or alternate designate from the Labour-Management Committee should change.

6.01.5 Shop Steward

The Employer recognizes the right of the staff to elect or appoint one (1) member of CUPE 3903 subunit to represent the Employees who are covered by this Agreement for the purpose of assisting the authorized CUPE Local 1281 Union representative in processing grievances and dealing with all matters pertaining to the function of the Union. The Union shall appoint a Shop Steward annually, elected by and from the members of the CUPE 3903 sub-local. The Shop Steward shall be the Employer's point of contact for all purposes of this Agreement, except where otherwise provided, and shall act in a manner that is consistent with the terms of this Agreement and is not arbitrary, discriminatory or in bad faith. The Union shall keep the Employer informed in writing, of the name of the Shop Steward and the effective date of appointment.

6.02 Labour-Management Committee

6.02.1 There shall be a Labour-Management Committee established, composed of three bargaining unit members, and three representatives of the Employer, one of whom shall be the Treasurer of the Employer. By mutual consent, either party can have other persons attend with advance notice of at least two (2) full working days prior to the scheduled meeting.

6.02.2 The Committee shall meet at least once every two months and more frequently on more urgent matters by mutual agreement for the purpose of discussing issues relating to the workplace and/or the administration of the collective agreement, provided that the Committee will not discuss grievances or changes to the collective agreement. Meetings will normally be scheduled on a monthly basis during the first working week of each month. Agenda items and documentation will be exchanged at least one (1) calendar week prior to the scheduled meeting. The chair of the meeting will alternate between the parties. Agenda items may be offered by either party. Meetings shall normally proceed with all employees on the Labour/Management committee present. Additional meetings may be requested by either party with at least forty-eight (48) hours' notice including agenda items.

6.02.3 Representatives of the Union will be compensated at their regular rate of pay for time spent in Labour-Management Committee meetings.

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 for in accordance with Article 21.01.2.

6.03.2 The Union and the Employer agree that each party shall establish a bargaining committee to renegotiate the Agreement. The Employer's bargaining committee shall consist of three (3) members appointed from and by the Employer to act on behalf of Management, one of whom will be the Employer's Representative. The Union's bargaining committee shall consist of up to two (2) members selected by the bargaining unit and one (1) authorized representative of CUPE Local 1281 selected by the Executive to act as the Union's designated representative.

Each party will advise the other of their respective committees at the time that notice to bargain is given. The bargaining committees shall meet at times and places mutually agreed upon.

6.03.3 Upon notice to bargain pursuant to Article 31.02, each member of the Union Bargaining Committee shall be entitled to three (3) days leave with pay to prepare for negotiations.

6.03.4 Technical Information

The Employer shall make available to the Union, upon request, information required by the Union such as pension and welfare plans. The Employer shall routinely provide the employees with minutes of the meetings of the Executive Board and its committees, excluding management sessions, where such minutes are available.

6.04 Right to Participate

6.04.1 In order to effect the purpose of this Collective Agreement, and to provide for the conduct of the Employer's affairs in the manner most advantageous for the interests of the two parties, the parties agree that employees shall have the right to non-voting participation in all meetings of all Executive, (sub-) committees, and all caucuses and other groupings of the Employer, save and except those that exclude persons on the

basis of gender, sexual preference, race and/or ethnicity (as per Article 4.03.2). Attendance at all meetings of such bodies shall be at the expense of the Employer.

6.04.2 Notwithstanding the above, the Employer shall have the right to exclude employees from any management session.

6.04.3 For the purposes of this Collective Agreement, "management session" shall mean any discussion which has as its objective the consideration or development of CUPE 3903's position as Employer, including discussions related to collective bargaining, the administration of the Collective Agreement, hiring (except as provided for in Article 11.03), formal grievances and/or the discipline, suspension or discharge of any employee.

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 a designate from the Employer's representatives on the Labour/Management Committee 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 designate from the Employer's representatives on the Labour/Management Committee shall reply within ten (10) working days, copied to the 1281 Chief Steward or President after the matter is discussed with the grievor. If the meeting is not satisfactory to the grievor or the Union, the grievance may proceed to Step Two.

Where the potential grievance relates to misconduct committed by a designate from the Employer's representatives on the Labour/Management Committee 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 designate from the Employer's representatives on the Labour/Management Committee is not satisfactory, the grievance shall be submitted in writing by an authorized Union representative of CUPE 1281 to the Local 3903 Executive members within ten working days, copied to the grievor and to the President of CUPE 1281 and to the sub-local Shop Steward. An Employer committee consisting of not more than three (3) members of the Local Executive shall meet with the authorized designate of the Union Executive, the sub-local Shop Steward and the grievor (if the grievor so elects) to discuss and try to settle the grievance. The Employer

committee shall give its decision in writing to the grievor, copied to the 1281 Chief Steward or President, within ten working days. If the decision is not satisfactory to the Union, the grievance may proceed to Arbitration within ten working days of the receipt of the decision.

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 An authorized designate of the Union Executive 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.

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.

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 working days of notification of intent to proceed to arbitration.
- 8.01.2** Both representatives shall meet within five 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 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 days stipulated, the two representatives shall meet within five 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 working days of meeting for that purpose, or where two arbitrators have been selected but declined or were unable to set a hearing within the ninety 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.

ARTICLE 9 - DISCIPLINE

9.01 Just Cause

The Employer shall not discipline, suspend, or discharge any 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 designate from the Employer's representatives on the Labour/Management Committee 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 working days of receiving the complaint, notify the employee and the Union in writing and schedule a meeting to be held within five 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 a Union representative at the meeting. If the complaint is dismissed by a designate from the Employer's

representatives on the Labour/Management Committee, the Notice of Meeting and all other relevant documentation concerning the meeting shall be destroyed.

It is fully understood that a designate from the Employer's representatives on the Labour/Management Committee may dismiss a complaint against an employee without conducting a meeting with the employee where the designate determines that the complaint lacks sufficient merit.

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, a designate from the Employer's representatives on the Labour/Management Committee may, within ten 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 be the only party to receive a copy. 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 employees' 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 working days of becoming aware of the circumstances which, in their opinion, provide prima facie grounds for disciplinary action, a designate from the Employer's representatives on the Labour/Management Committee 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 an 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

A designate from the Employer's representatives on the Labour/Management Committee shall, within ten 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. At the request of the employee or the Union, the designate from

the Employer's representatives on the Labour/Management Committee shall delay the imposition of discipline for five working days where the discipline being considered includes either discharge or a suspension without pay.

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 7,8, 9.04.3 and 9.05.

9.07 It is agreed that the Employer has the right in extreme situations to suspend an employee during the period of its consideration of the matter, including the delay in 9.05 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 per article 15.04 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 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 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-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 anyone from the Employer's representatives on the Labour/Management Committee 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 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 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 vexatious or 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, including (where requested by the employee) ongoing separation of the parties without penalty or interference in the employees' working conditions, including involuntary transfer.

9.15 No bargaining unit member will be required to participate in grievance or disciplinary procedures involving or against another employee. The member shall suffer no penalty in their employment for exercising their rights under this Article. In no way does this provision relieve the bargaining unit member of any other duties and responsibilities.

ARTICLE 10 - POSTINGS

10.01 Notices

10.01.1 Notice of a vacancy will be posted when the Employer decides to fill an existing position which has become vacant or a new position which has been created. The notice of vacancy will be posted within seven calendar days of the Employer's decision in each of the Employer's and Local's workplaces for a period of at least five working days. Copies of all notices shall be sent by email to present employees. 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, duties, hours of work, salary rate, date of commencement of employment, the date of the notice, and the method of making an application.

10.02 Notwithstanding the above, no vacancy shall be filled until present employees and employees on total layoff have had ten working days from receipt of the posting to apply.

10.03 Short-term Relief

Where additional hours become available as a result of a position becoming temporarily vacant as a result of sickness, leaves, or resignation, the Employer agrees to make every effort to offer the available hours to part-time employees and employees on layoff who have the ability to perform the requirements of the position on the basis of seniority. Where no part-time employee or employee on layoff has the ability or where no employee with the ability accepts the offer, Article 3.03 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 posted 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 months of training, evaluation, orientation, and full information regarding the requirements of the position.

11.01.2 Where an employee is appointed to a position in a job classification in which they have not worked before, and where after three 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.

11.01.3 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 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 phone number of immediate supervisor, name and phone number of sub-local Shop 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 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 comply with such requests.

11.04 Union Notification

The Union shall be notified in writing of all hirings, transfers, promotions, demotions, layoffs, recalls and terminations of employment within five 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 working days from receipt of the posting to apply.

11.06 Membership Training and Educationals

11.06.1 Training and educationals for the membership of the Employer will normally be conducted by the employees of the Local. Where additional staff are required, assignments will be made in consultation with the Labour-Management Committee.

11.06.2 Staff will normally conduct training and educationals in accordance with Article 11.06.1. Where the Employer intends to bring in outside instructors and/or facilitators, an outside instructor/facilitator may be hired in consultation with the employee who would ordinarily provide such training. The Employee who would ordinarily provide such training may also request that the Employer bring in outside instructors and/or facilitators to provide such training. Such employee requests shall not be unreasonably denied.

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 by the Employer's representatives on the Labour/Management Committee at least twenty-four weeks in advance of the date of the layoff. If the employee does not have the opportunity to work their regular hours for twenty-four weeks after notice of layoff, they shall be paid for that part in which work is not available. It is understood that vacation entitlement and any other accumulated time off in lieu of overtime worked shall not be considered part of the notice period.

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 lay-off 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. The Employer shall give notice to any employee to be bumped from their position as soon as practicable after the person to be bumped has been identified. 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 current one, with no loss of working hours, salary, benefits or seniority.

12.02.3 A position is the number of days of work at the Local to which the Employer assigns an employee.

12.03 Benefits During Layoff

The Employer agrees to pay the full coverage to group insurance plans for employees during the first four months of a total layoff. After the first four months of 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 months of total layoff (14.02). Employees on total layoff shall retain seniority in the bargaining unit for thirty-six 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 registered mail, at least one 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 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 six 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. Probationary employees shall be given orientation, training and shall be evaluated once during and once towards the conclusion of the probationary period 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 week of 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 (including service accrued as an employee of the former Canadian Union of Educational Workers) 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 months of total layoff, holidays, vacations, and leaves of absence granted under Article 19.

14.03 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 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 working days following receipt of recall notice; or is on total layoff longer than thirty-six months.

14.04 Seniority List

The Employer shall maintain a seniority list showing the classifications, position and the date upon which service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in each of the Employer's offices by January 31 and July 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 Articles 3 and 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 Evaluations

15.01.1 The Employer shall have the right to evaluate employees for one year from the commencement of employment, for three months from the commencement of duties in a new job classification, and once yearly if requested by or agreed upon by the employee.

15.01.2 Evaluations may be performed in accordance with Article 13.01 during the six-month probationary period, once during the following six months, and once during the three-month period from the commencement of duties in a new job classification. During this period, the Employer shall provide the employee with training, orientation, and full information regarding the requirements of the position.

15.02.1 After the one-year period referred to in 15.01, the Employer shall only evaluate the employee in accordance with this Article.

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 such evaluation per special training period.

15.03 All evaluations shall be in writing and provided to the employee within one 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 An official personnel file for each employee may be maintained at the CUPE 3903 Office and shall be available to the employee for inspection at any reasonable time upon prior notice. CUPE 3903 shall provide copies of the 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, New Year's Day, Family Day, Good Friday, Easter Monday, May Day, Victoria Day, Canada Day, Civic Holiday, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, and such others as are proclaimed by the federal government (as a nationwide statutory holiday) 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 six months of continuous employment, three weeks;
- (ii) after one year of continuous employment, four weeks;
- (iii) after two years of continuous employment, five weeks;
- (iv) after four years of continuous employment, six weeks;
- (v) after eight years of continuous employment, seven weeks;
- (vi) after twelve years of continuous employment, eight 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 months of employment prior to the commencement of the vacation. Employees on partial layoff shall be entitled to the above annual vacations paid on the basis of their average weekly hours of work during the twelve months of employment prior to the commencement of the vacation.

17.01.3 Vacation entitlement must be taken within thirty-six (36) months of the end of the year for which the entitlement arose. Employees may waive actual vacation in excess of two weeks, taking only vacation pay owed. Vacation leave may be taken in advance of entitlement with the approval of the Employer.

17.02 Scheduling

17.02.1 All requests for vacation schedules shall normally be made in writing to the Employer's representatives on the Labour/Management Committee, indicating the dates being requested. At the Labour Management Meeting in February each year, each employee is required to submit an account of vacation owing and vacation already taken for the previous twelve months to the incoming Labour/Management Committee.

17.2.2 Vacation schedules shall be granted on the basis of seniority, provided that in workplaces with more than one employee, vacation schedules will be granted from year to year on a rotational basis in order of seniority. They shall be mutually agreed to not more than one month after an employee or employees submit their request. Vacations shall not normally be scheduled more than six months in advance. Request for vacations which cover at least three consecutive working days must be submitted to the Employer's representatives on the Labour/Management Committee prior to the commencement of the proposed vacation.

17.02.3 An employee shall be entitled to receive their vacation in consecutive weeks unless otherwise mutually agreed upon between the employee concerned and the Employer's representatives on the Labour/Management Committee.

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 W.S.I.B.

18.02 Sick leave with full pay shall be granted to each employee for any illness or incapacity up to seventeen weeks annually or the time at which benefits from the Long-Term Disability Plan commence, whichever is shorter.

18.03 Certificate of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of five consecutive working days, certifying that they were unable to carry out their duties. The cost of a medical certificate requested by the Employer shall not be borne by the employee.

ARTICLE 19 - LEAVES

19.01 Requests

19.01.1 Where written request is required, it shall be made to the Employer's Representatives on Labour/Management Committee, indicating the time(s) and date(s) being requested. 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, 19.12 and 19.13.

19.01.3 For all leaves approved by the Employer, an Employee granted such a leave shall be returned on terms no less favourable than those enjoyed prior to such leave, with previous seniority retained at the prevailing rate of pay.

19.02 Union Business

19.02.1 Upon written request to the Labour/Management Committee prior to such a leave, employees shall be entitled to leave without pay in order to process CUPE 1281 grievances not under this Collective Agreement. It is understood that up to 21 hours per year of such time shall be paid as paid leave. For the 21 paid hours, an employee's written request shall include, if requested, the appropriate documentation from CUPE 1281, which may consist of, inter alia, a letter from CUPE 1281's president. The sub-local Shop Steward or members serving on the CUPE 1281 Executive Committee shall have access to additional leave for union business, as per Article 19.03.2.

19.02.2 Upon written request to the meeting of the Labour/Management Committee prior to such a leave, employees shall be entitled to leave without pay to serve on an arbitration board or as an arbitrator.

19.03 Union Meetings and Conventions

19.03.1(a) Upon written request to the meeting of the Labour/Management Committee prior to such a leave, employees shall be entitled to leave with pay in order to attend the CUPE 1281 Annual General Membership Meeting.

19.03.1(b) Upon written request to the meeting of the Labour/Management Committee prior to such a leave, employees shall be entitled to leave with pay in order to attend the CUPE 1281 General Membership Meetings or Stewards' Councils. Up to a maximum of three working days in a year shall be granted for attendance at these meetings.

19.03.2 Upon written request to the meeting of the Labour/Management Committee prior to such a leave, employees who are chosen to represent the Union at any authorized Labour Convention or educational seminar or the sub-local Shop Steward or members serving on the CUPE 1281 Executive Committee conducting official union business, shall be entitled to leave with pay to attend. Such leave is to be confined to the actual duration of the Convention or educational seminar, or union business, and the necessary travelling time. Such leave shall not exceed a total of fifteen working days in the bargaining unit per year. Leave of absence without pay shall be granted upon written request, as noted above.

19.04 Public Office Leave

Upon written request at least three months 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 three months 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 the 3903

Local Executive, or the directions of a supervisor or any person with the power to direct the employee. 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 four calendar weeks, at the employee's request. 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 four calendar weeks 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, an additional eight weeks of leave without pay shall be granted. Request for additional leave without pay shall not be unreasonably withheld.

19.09 Preventative Medical Care Leave

Employees shall be entitled to up to three days leave with pay per annum in order to engage in personal preventative medical and dental care. Pregnant employees shall be entitled to an additional three days. On request, employees may be required to show proof of medical or dental care for the duration of their absence from work. When Preventative Medical Care Leave days are exhausted, Employees shall be able to draw upon sick days.

19.10 Maternity, Parental 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 with Pay – Maternity, Parental and Adoption

Normally only after at least three months of employment and upon written request at least one month in advance, a paid leave of absence of up to one year shall be granted for maternity, parental or adoption leave. Payments shall be made as per Article 19.10.3. In the case of maternity leave, such leave may be taken at any time within the period six months before and twelve months after the birth of the child. In the case of parental (where the spouse of an employee gives birth) or adoption leave, such leave shall commence on the date of birth or adoption. The Employee on maternity, parental or adoption leave is entitled to remain on the Employer's health plan without change to the Employer's contribution and continues to accumulate vacation allowance.

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

- (i) For the first two (2) weeks, payments equivalent to one-hundred percent (100%) of their regular weekly wage;
- (ii) For up to fifty (50) additional weeks, payments equivalent to the difference between the maximum rate of E.I. benefits, and one-hundred percent (100%) of their regular weekly wage, while the employee is acting as primary caregiver for the child.

19.11 Personal Leave Days

Employees shall be entitled to six annual mental health days with pay, and when these are exhausted Employees shall be able to draw upon sick days.

19.12 Emergency Leave

In the event that a bona fide emergency is not covered elsewhere in Articles 18 or 19, leaves without pay of up to two calendar weeks 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.

19.13.1 General Leave

The Employer may grant, in writing, leave of absence without pay of up to three years to any employee, upon written request at least six weeks in advance. Permission to take such leave may not be unreasonably 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 months' written notice of intention to return.

19.13.2 An Employee on General Leave may opt to continue their health and dental benefits plan by paying their own contribution for the duration of their unpaid leave, and changes to the pension contributions shall not violate the regulations of the Multi-Sector Pension Plan (MSPP).

19.14 Extended Professional Development Leave

Effective March 2013, one (1) Professional Development Leave of up to a maximum of twelve (12) months, working half time with full pay, shall be available to one (1) member of the bargaining unit with at least (1) year (or equivalent) seniority every three (3) years.

A proposal of the specific program desired for professional development and how it will assist the employee in their performance of their current position in the bargaining unit will be presented to the Labour Management Committee or the Employer's designate for consideration. Such requests may not be unreasonably denied.

The Employer may also propose a specific program for professional development to the Employees on the Labour Management Committee for consideration.

Such leaves shall be granted on the basis of seniority. Once an employee has taken such a leave they shall not be granted another until all other bargaining unit members have been offered and either taken or declined such a leave.

19.15 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.

ARTICLE 20 - PAYMENT OF WAGES

20.01 Equal Value

Except as allowed by Appendix 1, all work performed by bargaining unit employees is deemed to be of equal value.

20.02 Paydays

The Employer shall pay salaries and wages biweekly in accordance with Appendix 1. Each employee shall receive an itemized statement of the salary and deductions for the pay and year- to-date figures. Such payment may be made by direct deposit or by cheque.

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 a 35-hour 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 all payment of wages and benefits for that period.

ARTICLE 21 - HOURS OF WORK AND OVERTIME

21.01 Hours of Work

21.01.1 An employee is responsible to the Employer for the number of hours for which they are hired, to a maximum appointment of a thirty-five-hour week. Employees shall be allowed to set the scheduling of their hours of work with the approval of the designate from the Employer's representatives on the Labour/Management Committee.

21.01.2 Outside of regular work hours, an employee shall not be required to engage in work-related communications, including emails, telephone calls, video calls or sending or reviewing other messages. An employee shall also not be required to engage in other work-related tasks.

21.02 Overtime

21.02.1 Overtime shall be worked on a voluntary basis with the prior approval of the Employer's representatives on the Labour/Management Committee. Such approval shall normally be sought prior to working overtime; however, it is understood this may not always be practicable. The employee's agreement to work overtime shall not be unreasonably withheld. The Employer's request for an employee to work overtime shall account for an employee's accommodation needs, family commitments, and work-life balance.

21.02.2 Overtime shall be compensated for employees who have worked in excess of their regular hours in a given week at a rate of one and one-half times the overtime hours worked. For example and to clarify, an employee whose regular hours are 28 hours per week shall receive the overtime rate for any work performed over and above 28 hours.

21.02.3 Overtime shall be compensated for either by mutually agreed time off in lieu of overtime pay or, if mutually agreed to, by overtime pay. In the event that the mutual agreement regarding compensation cannot be reached, the Employer's representatives on the Labour/Management Committee shall have the right to direct the employee to take such time off.

21.02.4 Upon termination, layoff, retirement, or resignation, Employees shall be paid all outstanding overtime, including time that was mutually agreed upon to be taken off in

lieu, at the overtime rate of one and a half times of the overtime hours worked, as per Article 21.02.2.

21.02.5 The Employer must respond to a request for overtime pay within six weeks of that request. The response must include a reasonable and mutually agreed upon timeline for the overtime payment.

21.02.6 If the Employer has directed the Employee to take time off in lieu of overtime pay, the employee will take that time off at their discretion.

21.02.7 For the purposes of this clause, a week commences at midnight Sunday and ends at 11.59 pm on Saturday.

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

21.02.9 Remote Work

Normally employees will work from the office; however, upon request, Employees will have the ability to work remotely subject to the approval of the Employer. Such requests shall not be unreasonably denied.

ARTICLE 22 - EMPLOYMENT EXPENSES

22.01 Travel Expenses

22.01.1(a) Employees shall be entitled to claim travel costs of 70¢ or CRA rate, whichever is greater, per kilometre for the first 5,000 kilometres driven and 54¢ per kilometre driven after that when travelling to the Employer's place of business, up to a maximum of 1,200 kilometres travelled monthly while attending to the Employer's place of business. Where an employee elects to use public transportation for such travel, the Employer shall pay costs. When travelling on the business of the Employer to other than the Employer's regular place of business, employees shall be entitled to claim such kilometrage in addition to the monthly amount above. It is agreed that the Employer will sign appropriate tax forms where employees are claiming for expenses not being reimbursed by the Employer.

22.01.1(b) In addition to Article 22.01.1(a), Employees shall be entitled to claim travel costs of 60¢ or CRA rate, whichever is greater, per kilometre for the first 5,000 kilometres driven and 54¢ per kilometre driven after that when travelling on behalf of the Employer's business (not including to the Employer's place of business). Where an employee elects to use public transportation for such travel, the Employer shall pay costs verified by receipt.

22.01.2 Where an employee's job involves assignment to a different city, or requires 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 \$50.00 for meals and incidental expenses shall be provided. 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 conducted specifically for CUPE 3903 shall be reimbursed by the Employer.

22.01.5 The Employer shall reimburse employees for equipment needed to appropriately perform their duties from home. Items eligible for such reimbursement would include but not be limited to desktop computers, monitors, laptop computers, office chairs, filing cabinets, printers, printer ink/cartridges, printer paper and other office equipment upon submission of receipts. The Employee will first consult with the Employer LMC prior to any purchases being made.

22.01.6 Employees will make a reasonable effort to submit expense claims within thirty (30) days of the date the expense is incurred and the Employer will make a reasonable effort to pay the claim within two (2) weeks after receipt of the claim.

22.02.1 Evening Work

Where an employee is directed to work in the evening (i.e. after 7 pm), after having worked at least six hours during the same day, a dinner allowance not to exceed \$20.00, subject to verification by receipt, will be provided by the Employer. If such evening work is not concluded prior to 10 pm, 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

22.03.1 The Employer recognizes and values the need for fully trained staff. Each employee, other than casual employees, shall be entitled up to 7 days leave with pay per contract year to attend courses of instruction, conferences, seminars, and/or workshops that will assist the employee in their performance of their current position or will better qualify the employee for another position in the bargaining unit. The identification of training priorities shall be in consultation with the Employer. The 7 days of automatic entitlement shall be bankable for up to 4 years (for a maximum of 28). There shall be no reduction in entitlement to days already banked under this article as of October 14, 2015.

22.03.2 Employees will make use of Professional Development Days as follows:

- (i) automatic entitlement to up to 7 days;
- (ii) additional days through using time off in lieu of overtime pay or vacation days (Article 22.03.3);

- (iii) if the employee does not have sufficient time off in lieu, up to an additional 7 days leave with pay may be granted. Such requests may not be unreasonably denied; and
- (iv) additional days which have been banked from previous years.

22.03.3 It is agreed that any employee may use time off in lieu of overtime pay (Article 21.02.3) or vacation days (Article 17) in addition to the paid leave taken in accordance with this Article.

22.03.4 The Employer shall pay the cost of attending the courses, conferences, seminars or workshops, subject to the employee's consultation with the Employer per 22.03.1. When expenses exceed \$100.00, the Employer shall advance or make direct payment when provided with reasonable notice. Otherwise, the employee shall be reimbursed by the Employer upon submission of receipts.

22.03.5 EDUCATION FUND

22.03.5.1 Beginning Sept 1st 2022, upon one (1) year of completed service, the employer will pay the costs for either the Employee or a dependent for an educational or training program in which they have been enrolled.

22.03.5.1(a) Beginning September 1st 2024, upon one (1) year of completed service, the employer will pay the costs for the Employee of community-based training, workshops, or conferences to which the Employee has registered.

22.03.5.1(b) The limit to payment of this fund for each Employee in the twelve-month period is the maximum value of fees payable by a York University Faculty of Liberal Arts and Professional Studies part-time domestic undergraduate student (18 credit [3 full courses] load) in the current year.

22.04 Labour Conventions

Upon Employer approval, staff may request observer status at any authorized labour convention alongside CUPE 3903 delegates. Such leave is paid, and to be confined to the actual duration of the convention and the necessary travelling time. The

Employer shall provide transportation, accommodation and meals for employees on the same basis as delegates to the Convention. Where such arrangements are not available, Article 22.01 shall apply.

22.05 Mobile Phone Expenses

Employees shall not be required to use their personal mobile phones to carry out work-related duties. The Employer shall provide a smartphone and a data plan, or provide reimbursement up to \$100 per month for subscription to such a mobile plan by the Employee if they choose to use their existing personal mobile phone.

ARTICLE 23 - VACATION AND SEVERANCE PAY

23.01 Vacation Pay

23.01.1 At the time of total layoff, termination, resignation, or retirement, 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 5.8% of their wages to date;
- (b) in the second year of employment, they shall be paid 7.7% of their wages paid to date in the current year of employment;
- (c) in the third and fourth years of employment, they shall be paid 9.6% of their wages paid to date in their current year of employment.
- (d) in the fifth to eighth year of employment, they shall be paid 11.5% of their wages paid to date in their current year of employment;
- (e) after the eighth year of employment, they shall be paid 14% of their wages paid to date in their current year of employment; and
- (f) after the twelfth year of employment, they shall be paid 15.5% of their wages paid to date in their current year of employment;

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

23.02 Resignation

An employee shall resign by giving at least twenty-eight days' notice to the Employer.

23.03 Severance Pay

23.03.1 The Employer shall pay an employee whose employment is terminated through a total layoff two months' pay at their current salary, plus two months' pay for every year of completed employment with the Employer to a limit of ten years.

23.03.2 In the event of a termination through total lay-off preceded within 24 months by a partial layoff, an employee shall receive severance pay calculated at the employee's pre-partial layoff monthly salary or at the pre-partial layoff monthly salary, whichever is higher.

23.03.3 For the purpose of implementing this Article, an employee who is laid off with no recall date, or whose recall date is more than a year from the date of layoff, or who is laid off and whose recall date is cancelled, or who waives her/his right to recall, shall be considered to be terminated.

23.04 Retirement

An employee shall retire by giving at least six months' notice to the Employer unless otherwise mutually agreed upon between the employee concerned and the Employer.

ARTICLE 24 - BENEFITS

24.01 Provincial Health Insurance

The Employer shall pay for all employees' provincial health insurance plan premium or tax on a bi-weekly basis.

24.02 CUPE National Group Benefits Plan

The Employer shall pay the premiums for all employees (including any employee on a leave of absence under Article 19, so long as the employee is not working for pay for anyone other than the Employer at any time during the leave), their spouses and dependents, for the CUPE Benefits Program and including enrolment in Long Term Disability plan. In addition, the applicable terms of the merger agreement and final settlement between the former C.U.E.W. and Local 1281 are given continued effect through this clause. In accordance with Appendix 6 (the merger agreement regarding the staff between CUEW and CUPE) and existing practice, the Employer recognizes the right of employees to choose to be paid 10.25% of their regular pay (excluding overtime) in lieu of the above payments. Where an employee elects to be covered by part of the above benefits, the Employer shall pay the employee 10.25% less the amount of the premium for the partial benefit.

24.02.1 Extended Health Benefits

The Employer will provide as a non-taxable reimbursement up to an additional \$4,000 per year for each employee for any preventative health care expenses/work-life balance, including but not limited to physical fitness, health classes or consults with any health professional, or required health services not covered by the Program or exhausted in the Benefits Program year. Employees can elect to use their coverage for partners and dependants also enrolled in the Benefits Program. Employees will be reimbursed upon the submission of receipts by the Employer. Each employee can bank and carry over their pool of money for use to a maximum of up to \$12,000.

24.03 Group Retirement Savings Plan

Effective September 1, 2002, each employee shall be registered with the Multi-Sector Pension Plan offered through CUPE National. The terms and conditions of the Plan shall form Appendix 3 of this Agreement.

The Employer shall remit 7.5% of wages of each employee to the Plan along with a deduction of 3% of the wages of each employee. For necessary contributions for each employee from September 1, 2002, to the time of signing, the Employer shall be responsible for all such payments in lieu of back-pay that would otherwise be payable upon ratification.

24.04 Post-retirement Benefits

The Employer shall pay the full amount of the premium cost of a post-retirement benefit plan that has the same or better coverage as the benefit plan of CUPE National group benefits in which active employees are enrolled.

24.05 Registered Retirement Savings Plan (RRSP) Contributions

24.05.1 The Employer shall directly transfer an amount equal to 5% of each Employee's gross salary to an RRSP administered by an institution of the Employee's choice. Transfers shall take place no less than quarterly during the Employer's fiscal year.

ARTICLE 25 - HEALTH AND SAFETY

25.01 The Employer and the Union agree that they mutually desire to maintain high standards of safety and health in the workplace in order to prevent injury and illness. The employer recognizes its obligation to provide, insofar as possible, working conditions which do not cause injury to employee's mental health or well-being.

The Employer shall institute and maintain all precautions to guarantee every worker a safe and healthy workplace and will create a Safety Policy along with individualized safety plans for employees. The Union and the Employer shall cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

If there are fewer than 2 staff or Executive members in the office, then staff may elect to close the exterior office doors to continue work. Upon 2 or more Executive members or staff being present in the office, the exterior door will be reopened.

The Employer shall review the Safety Policy on an annual basis and report back at the LMC.

There shall be no discrimination, no penalty, no intimidation, and no coercion when employees comply with this Health and Safety Article.

25.02 Each Employee shall have a dedicated ergonomic work station. The Employer will ensure that the work stations meet an Employee's accommodations needs.

25.03 The Employer shall not monitor Employees electronically.

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 employees' 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.

27.02 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 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 right and duties under it. For this reason, the Employer shall provide each employee and the union with a copy of this agreement, at no cost, within sixty 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 by the Ontario Labour Relations Act.

ARTICLE 31 - DURATION OF AGREEMENT

- 31.01** This Agreement shall continue in force and effect from September 1, 2024 until August 31, 2027. It is understood that wage and pension contribution increases or changes shall be retroactive to September 1, 2024, as per Article 24.03.
- 31.02** Either party to this Agreement may, not more than one hundred and twenty (120) days prior to August 31, 2027, present the other party, in writing, proposed terms of a renewal agreement and/or amendments to the Agreement. A meeting shall be held within twenty days, at which time the parties will commence negotiations on the proposed amendments and/or terms of a new agreement.

SIGNATURES

SIGNED ON BEHALF OF THE PARTIES ON THIS _____ DAY OF _____, 2024

FOR THE EMPLOYER



Zoi Newman (Dec 4, 2024 11:08 EST)



Melvin Chan (Dec 4, 2024 08:11 PST)



Matthew Lomas (Dec 6, 2024 15:46 EST)

FOR THE UNION

Ryan London



Nadia Kanani

Nadia Kanani (Dec 11, 2024 11:06 EST)

APPENDIX 1 - SALARIES

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

For all term, part-time and full-time employees:

Effective September 1, 2024, the wage rate of \$69.64 per hour shall be increased every year by 3% or the CPI for the Toronto Census Metro Area measured between the 12-month period between July and July, whichever is greater, up to a maximum of 6%.

APPENDIX 2 - JOB DESCRIPTIONS (EQUITY OFFICER JOB DESCRIPTION)

It is understood that “Business Agent” shall be used interchangeably with “Staff Representative”.

STAFF REPRESENTATIVE:

The Staff Representative (SR) shall carry out their duties at the direction of the Employer’s Representatives on the Labour/Management Committee to which they are assigned, as transmitted to her/him by the Employer’s Representatives on the Labour/Management Committee. The employee shall be informed of the identity of the Employer’s Representatives on the Labour/Management Committee, and of any changes, and shall have the right to refer all other directives or suggestions to the Employer’s Representatives on the Labour/Management Committee for decision.

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. The SR is expected to record and track grievances, and update member grievance information, in a method determined by the Employer in collaboration with staff.

Employees may have voice, but no vote, in all discussions concerning the Employer’s budgets and financial arrangements. Employees may be excluded from management sessions as defined in Article 6.04.3.

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 the Local by-laws. Unless otherwise directed by the Executive, the SR is free to make 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 carrying out of its duties. The SR will, unless otherwise advised, attend all Executive meetings and shall report verbally to the meeting, as deemed appropriate by the Executive. 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; (b) provide advice and/or referral for unemployment insurance problems, immigration, health and other legal matters; and (c) 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, the steward-at-large, and officers in the processing of grievances; prepares and presents grievance arbitrations, Labour Relations Board (or equivalent) proceedings, and the Unemployment

Insurance Appeals. However, the SR shall have the right to refuse to present a particular grievance arbitration, Labour Relations Board Proceeding, or Unemployment Appeal should they be unwilling to undertake such a presentation because they reasonably feel they are unqualified to present it. Under such cases, the SR shall explain in writing to the Employer the reason(s) they are unwilling to present the particular grievance arbitration, Labour Relations Board Proceeding, or Unemployment Appeal and identify any training requirements that would have allowed them to present. Nothing in the above precludes the Employer from hiring legal counsel to present such a case.

4. Steward's Network: The SR trains stewards, does research for stewards, and coordinates the setting up of the steward's network in the local and maintains an updated stewards list, in conjunction with the Chief Stewards.
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 Employer and other campus groups (unions, associations, students' councils, etc.) in conjunction with the VPs External, and supports the Employer in organizing drives of non-unionized workers on campus.
7. Publicity: The SR prepares posters, newspaper ads, etc., for meetings and campaigns; and assists in the production of local newsletters, pamphlets, bulletins, etc.
8. Office Administration: The SR, in conjunction with the Employer's Representatives on the Labour/Management Committee, ensures the smooth running in the local Office.

It is understood that the emphasis placed on the tasks in this job description may vary from time to time. The SR shall set priorities in consultation with the Employer's Representatives on the Labour/Management Committee.

STAFF REPRESENTATIVE/MOBILIZATION COORDINATOR:

The SR/MC will carry out their duties at the direction of the Employer's Representatives on the Labour/Management Committee to which they are assigned, as transmitted to them by the Employer's Representatives on the Labour/Management Committee. The employee shall be informed of the identity of the Employer's Representatives on the Labour/Management Committee, and of any changes, and shall have the right to refer all other directives or suggestions to the Employer's Representatives on the Labour/Management Committee for decision.

Employees may have voice but no vote in all discussions concerning the Employer's budgets and financial arrangements. Employees may be excluded from management sessions as defined in Article 6.05.3.

It is understood that the duties of the SR/MC are not the sole responsibility of the SR/MC, but that members of the local Executive will share the responsibility of performing these duties as provided by the Local by-laws. Unless otherwise directed by Employer's Representatives on the Labour/Management Committee to which they are assigned, the SR/MC is free to make day-to-day decisions necessary for carrying the SR/MC's duties.

The duties of the SR/MC shall include the items below, and other related duties.

1. **Membership Service:** The SR/MC is a resource person and assists the SR/MC in advising members with work-related problems and advises members as to their rights and obligations under the Collective Agreement, National Constitution and Local By-laws. In this regard, the SR/MC shall (a) provide assistance with, and on occasion take the lead in filing, grievances; (b) provide for unemployment insurance problems, student visa and work permits, and (c) advise members of available funds, benefits, and resources offered by the Union.
2. **Steward's Network:** The SR/MC assists the Lead Stewards in training stewards, in conjunction with the Lead Stewards, the SR/MC does research for stewards, and coordinates the setting up of the steward's network in the local and maintains an updated stewards list, and other Stewards' Council projects as assigned.
3. **Contract Negotiations:** The SR/MC is a resource person and assists the bargaining team and providing assistance 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. The SR/MC assists the

CUPE 3903 Executive Committee and works with the FC on running off-site union locations during a strike or lockout.

4. **Organizing Drives:** The SR/MC supports the Employer in organizing drives of non-unionized workers on campus.
5. **Campaigns:** The SR/MC assists the Executive Committee, in the development of campaign strategy and creation of campaign materials.
6. **Communications:** The SR/MC works closely with the Communications Officer in the preparation of promotional materials for meetings and campaigns (posters, newspaper ads, etc.); and assists in the production of handbooks, pamphlets, fact sheets, etc. The SR/MC also assists the Communications Officer in website management.
7. **Recordkeeping:** The SR/MC assists the Recording Secretary and the rest of staff in the maintenance of historical records of Local's documents, including grievances, bargaining proposals, by-laws and proposed by-laws amendments, and union policies and procedures. The SR/MC updates membership lists.
8. **Office Administration:** The SR/MC, greets members in the office, answers routine member queries, answers the phone, records and maintains an appropriate phone greeting, and listens to and distributes phone messages; opens, sorts, organizes and distributes incoming and outgoing correspondence. The SR/MC, in conjunction with the Employer's Representatives on the Labour/Management Committee, ensures the smooth running in the local Office.

STAFF REPRESENTATIVE/EQUITY (SRE)

The Staff Representative Equity (SRE) shall carry out their duties at the direction of the Employer's Representatives on the Labour/Management Committee to which they are assigned, as transmitted to them by the Employer's Representatives on the Labour/Management Committee. The employee shall be informed of the identity of the Employer's Representatives on the Labour/Management Committee, and of any changes, and shall have the right to refer all other directives or suggestions to the Employer's Representatives on the Labour/Management Committee for decision (ERLMC).

The duties of the SRE shall be guided by the items below, and other related duties. It is understood that it is not the responsibility of the SRE to act as the secretary or note taker for any committee of the Local.

It is understood that equity issues raised by members with the SRE are highly confidential in nature. Accordingly, the SRE's email shall remain confidential and accessible only to the SRE. In the event of personnel turnover, the content of the SRE email account will not be transferred to the new SRE. Similarly, it is understood that grievances filed by the SRE on human rights code-based grounds are highly confidential in nature. Accordingly, the Employer shall take all necessary precautions to maintain the confidentiality of these grievances.

Employees may have voice but no vote in all discussions concerning the Employer's budgets and financial arrangements. Employees may be excluded from management sessions as defined in Article 6.05.3.

It is understood that equity issues outlined below are not the sole responsibility of the SRE, but that SRs and members of the Local Executive will share the responsibility of performing these duties as provided by Local by-laws. Unless otherwise directed by the ERLMC, the SRE is free to make the day- to-day decisions necessary for the implementation of Local policy. The emphasis placed on any of the items below may vary from time to time, as deemed by the ERLMC, other committees within the Local, and the Local at large.

1. **Grievance/Arbitration:** The SRE will be responsible for the majority of Article 4-related OHRC based discrimination and OHRC and OHSAA-based harassment grievances on behalf of members. The SRE will also represent members on human rights-related disciplinary cases.
2. **Accommodation:** (a) The SRE will act as the primary representative attached to employer-related disability accommodation requests through to accommodated work plan (AWP) development; (b) act as the representative on monthly case review

meetings with EWB and FR; (c) act as the primary representative on accommodation requests based on other Code-based grounds; and (d) arrange ASL/CART for union meetings, as requested.

3. **Research:** The SRE is a resource person and advisor for the Local's Executive and committees on issues pertaining to equity. The SRE coordinates and participates in different research-oriented tasks, related to equity, which may be informed by different committees within the Local and the Local membership at large, as mandated by the ERLMC. Some of the SRE's duties include, but are not limited to, (a) advising the Local on policies, (b) developing equity-related policies for the Local's contract negotiations, (c) developing further procedures around equity-specific grievances, (d) attending membership and/or Local committee meetings where requested, and when practicable. It is recognized that research can be conducted in various ways, and the SRE can prioritize the methods with an Equity committee and/or the ERLMC.
4. **Education and Training on Issues Pertaining to Equity:** Some of the tasks will include, but are not limited to, (a) coordinating anti-oppression training for the Local, (b) coordinating anti-sexual violence training for the Local, (c) coordinating and/or hosting mental health training for the Local, (d) hosting workshops, and/or information sessions equity themes. The SRE will have reasonable discretion to decline to host any of the above training and bring in a third-party.
5. **Membership Advocacy and Guidance:** The SRE shall actively promote equity in the workplace through various measures. This includes, but is not limited to: (a) providing and/or coordinating conflict resolution in relation to above activities as appropriate; (b) advising members on leaves, program extensions, accommodations and other CA and York rights, benefits and issues; (c) acting as the representative for collective agreement-based human rights content implementation and following up with members and the employer; (d) providing support for members in non-CA related York complaints processes; (e) playing an ex officio role on CA-based and pan-University committees; and (f) other equity issues deemed important by the Local's members and the SRE.
6. **Contract Negotiations:** The SRE will advise the Bargaining Team and provide assistance with tasks associated with equity and human-rights in relation to contract negotiations; including research, drafting of contract proposals, bargaining, organizing around the bargaining process, conciliation, mediation and preparation for job action.

7. **Strike Preparation:** The SRE will advise the Executive and Bargaining Mobilization/Strike Committee on developing strike duty protocols for members seeking accommodation in the event of a strike and advises the Executive in negotiating with CUPE National on matters of such protocol. The SRE will act as liaison and point person between CUPE National and CUPE 3903 membership for strike-based accommodations. The SRE will assist, but will not be the primary person, to coordinate accommodated strike duties.

8. As of January 1, 2022, the SRE shall normally work 4 days/week or 28 hours/week.

In addition to the items above, it is expected that the SRE will also have various administrative functions including, but not limited to benefits enrollment, office mail, and office phone message system changes.

FINANCIAL COORDINATOR

The Financial Coordinator shall carry out their duties at the direction of the Employer's Representatives on the Labour/Management Committee to which they are assigned, as transmitted to her/him by the Employer's Representatives on the Labour/Management Committee. The employee shall be informed of the identity of the Employer's Representatives on the Labour/Management Committee, and of any changes, and shall have the right to refer all other directives or suggestions to the Employer's Representatives on the Labour/Management Committee for decision (ERLMC).

The duties of the FC shall be guided by the items below. It is understood that it is not the responsibility of the FC to act as the secretary or note-taker for 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 management sessions as defined in Article 6.05.3.

As per CUPE local 3903 By-laws, the local's Treasurer is responsible for keeping, safeguarding and correctly maintaining all financial accounts and records. Working with the Treasurer, the Financial Coordinator (FC) is responsible for all bookkeeping and related administrative functions using the union's computerized bookkeeping and other systems, as outlined below. The Treasurer will ensure the FC has access to all financial information and records needed for the FC to carry out this job description.

1. **Accounts Payable**
 - a. Review all vouchers, invoices, information requests and follow up as needed.

- b. Prepare invoices and vouchers are for payment. This includes ensuring adequate documentation is attached to a cheque requisition for each disbursement before a cheque is prepared for the Treasurer's review and signing as well as that of another signing authority. If adequate documentation is not available, the FC will report this to the Treasurer for follow-up.
- c. Process per capita tax, fees and dues remittances, including filling out the required forms, doing payment calculations, and following up with CUPE National, TYRLC and CUPE 1281 as needed.
- d. Assist in maintaining the office filing system. This will include signed cheque requisitions that have stamped-paid invoices and cheque stubs attached.

2. Accounts Receivable

- a. Monitor York University's collective agreement obligations to ensure union dues and funds are received via direct deposit into the correct bank accounts on scheduled dates. The FC will report to the local Treasurer on and notify a staff representative of any delays.
- b. When any monies are received by cheque, deposit them in the correct bank account using the corresponding deposit book.
- c. Record all cash receipts in the deposit book and attach any associated documentation attached.
- d. Use pre-numbered receipts are issued for all cash and cheques (except for those from York) taken in.

3. General Administration

- a. Keep a current, off-site backed-up copy of the books.
- b. Answer member queries related to the job duties.

4. Reconciliations

- a. Carry out reconciliations of all bank accounts monthly. This includes a physical examination of the bank statement and cross-checking of the bank balances on the statements to that in the books.
- b. Ensure the General Ledger is current, up-to-date and consistent with the local's approved budget and collective agreement obligations.

5. Payroll

- a. Maintain the electronic spreadsheets used for detailed payroll records.

- b. Review and recalculate as required tax, EI, CPP deductions for January and July changes. Change Alterna/EFT direct deposit figures as required.
- c. Remit taxes, EI, CPP deductions to Receiver General for previous month by 15th of current month. Calculate and apply annual wage increases. Change Alterna/EFT direct deposit figures as required. Prepare all T4s and T4As and remit to staff, members and CRA as needed.
- d. Correspond with Receiver General as needed on T4 and other adjustments.
- e. Calculate and disburse the staff's annual OHIP-based reimbursement.
- f. Remit monthly pension contributions and benefit plan payments.

6. Preparation of Financial Statements

- a. Print out balance sheets, income and expense statements, and a list of cash disbursements on at least a monthly basis and provide to the Treasurer for review and reporting. Bank reconciliations will be done prior to the preparation of statements.

7. Support to CUPE 3903 Committees

- a. Assist committees in maintaining accurate and current records of their cash disbursements. This will include orienting members to the use of electronic tracking systems, cheques requisition and cheques preparation, and on-site maintenance of all committee records.
- b. Assist the Treasurer with information needed for their annual budgeting process. Assist the Treasurer in the preparation of paper and electronic records for the Trustees' annual audit.

APPENDIX 3 - PARTICIPATION AGREEMENT

The Agreement made this 6th day of April 2006.

BETWEEN:

CUPE 3903 (the "Employer")

AND

MULTI-SECTOR PENSION PLAN

by its Trustees (the "Trustees")

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

1. The Employer shall make contributions to the Plan in accordance with the terms of the collective agreement dated the 4th day of December 2002 (the "Collective Agreement"), failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of the Participation Agreement and the Agreement and Declaration of Trust dated December 4, 2002, as amended ("Declaration of Trust") which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the

Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.

5. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust of any subsequent amendments as they are made.
6. 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, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

(i) To Be Provided Once Only At Plan 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 due 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

EMPLOYER:



Zoë Newman (Dec 4, 2024 11:08 EST)


MULTI-SECTOR PENSION PLAN, by its Trustees _____

Letter of Understanding #1

It is understood that employees are normally required to use their own vehicle during the course of their employment.

RENEWED at this _____ day on _____, 2024


FOR THE EMPLOYER



Zoë Newman (Dec 4, 2024 11:08 EST)



Melvin Chan (Dec 4, 2024 08:11 PST)



Matthew Lomas (Dec 6, 2024 15:46 EST)

FOR THE UNION

Ryan London



Nadia Kanani

Nadia Kanani (Dec 11, 2024 11:06 EST)

Letter of Agreement: Safety Policy

The Employer shall create and circulate a draft Safety Policy by January 31, 2025. The draft will be circulated to all members of the bargaining unit. All members of the bargaining unit shall have a reasonable amount of time to discuss and modify the draft policy.


The final draft shall be submitted to the Union for approval by March 15, 2025. The Employer shall have the policy finalized by March 31, 2025. This policy is understood to exist in addition to policies mandated by the Occupational Health & Safety Act.

The protocols shall be informed by an anti-racist, anti-carceral, anti-ableist, and anti-sanist approach. At minimum, the policy shall differentiate between individuals experiencing distress and individuals targeting the union for politically-motivated reasons.

DATED at this _____ day on _____, 2024


FOR THE EMPLOYER

FOR THE UNION




Zoë Newman (Dec 4, 2024 11:08 EST)

Ryan London



Melvin Chan (Dec 4, 2024 08:11 PST)





Matthew Lomas (Dec 6, 2024 15:46 EST)

Nadia Kanani


Nadia Kanani (Dec 11, 2024 11:06 EST)


Letter of Agreement


The hours of work for the Financial Coordinator shall be increased from 14 to 21 hours per week, effective retroactive to September 1, 2015.

RENEWED at this _____ day on _____, 2024

FOR THE EMPLOYER


Zoë Newman (Dec 4, 2024 11:08 EST)


Melvin Chan (Dec 4, 2024 08:11 PST)


Matthew Lomas (Dec 6, 2024 15:46 EST)

FOR THE UNION

Ryan London



Nadia Kanani
Nadia Kanani (Dec 11, 2024 11:06 EST)

Letter of Agreement: Introduction of Union Software

The Parties agree that the recording, tracking, preparation, and processing of grievances is bargaining unit work.

1. The introduction of grievance tracking software and a Union database will not displace the work of bargaining unit members.
2. The level of access to the grievance database specifically for each staff classification will be defined. Staff Representatives, the Assistant Staff Representative, and Equity Officer shall have access to all individual, group, and policy grievances save and except those designated as equity- related, which shall be restricted to the Equity Officer. The Executive Committee's access to the grievance database shall be limited to the Grievance Officer and a designated alternate (the Chairperson) only, whose access shall be equivalent to that of a Staff Representative. All other Executive Committee members shall make their requests for information about grievances from the Grievance Officer, with the understanding that this information may be withheld to protect the confidentiality of the grievance process. Members shall only have access to their own grievances through the Members Portal. Except by mutual agreement on a case-by-case basis, staff are solely responsible for entering data that pertain to grievances, arbitrations, and mediations.
3. A staff member (SR or SRE) will be selected by mutual agreement between the Parties at the CUPE 3903/1281 Labour Management Committee, to be assigned global administrator status. This will entail full access to the grievance database, with authorization to grant, withdraw, and modify staff and Executive access to the grievance database on a case-by-case basis where that may become necessary, barring a conflict of interest, subject to the prior approval of the LMC.
4. Staff along with the CUPE 3903 Executive Committee will consult with the third-party software developer, including but not limited to input on defining fields, search capabilities, and capacity to store documents and hyperlinks to documents, such as grievances, grievance responses, related and supporting documents, query results and confidential medical information. The system should also include a digital calendar that automatically populates the calendar with due dates once those grievances have been entered into the database, and sends automatic reminders to the filing staff member when a grievance meeting or deadline is approaching

5. In the event that the Employer introduces new methods or machines which require new or greater skills than are possessed by an employee or employees under present methods of operation, the Employer shall provide training for the employee(s) affected, at the Employer's expense. The Employer will provide 1:1 training on the database before the system is fully implemented. When such training cannot be enacted during regular working hours because of existing staff workload, it shall be conducted outside working hours and shall be paid at the overtime rate. Staff will not be disciplined for the inability to use the database effectively, but instead the employer will provide additional training as necessary at the Employer's expense until the required level of competence is achieved.

6. No electronic monitoring of employees or their work shall be undertaken for the purposes of individual work measurement or job evaluation without the written consent of the employee. Such consent shall be subject to withdrawal at any time. The Employer agrees that employees shall be notified of the purpose of such monitoring and any occasions under which it has occurred or may occur. While the Union recognizes the software and associated database are the property of the Employer, the Parties agree that creating a staff profile does not constitute written consent.

Letter of Agreement : Staff Labour during CUPE 3903 Bargaining and Strike

The Employer shall create and circulate a draft Staff Labour During CUPE 3903 Bargaining and Strike Policy by January 31, 2025. The draft will be circulated to all members of the bargaining unit for discussion and modification. All members of the bargaining unit shall have a reasonable amount of time to discuss and modify the draft policy.

The final draft shall be submitted to the Union for approval by March 15, 2025. The Employer shall have the policy finalized by March 31, 2025.


The Parties agree that the resulting policy shall exist as a Memorandum of Understanding and shall be considered a part of the Collective Agreement.

DATED at this _____ day on _____, 2024

FOR THE EMPLOYER


Zoë Newman (Dec 4, 2024 11:08 EST)


Melvin Chan (Dec 4, 2024 08:11 PST)


Matthew Lomas (Dec 6, 2024 15:46 EST)

FOR THE UNION

Ryan London



Nadia Kanani
Nadia Kanani (Dec 11, 2024 11:06 EST)

Letter of Agreement : Payout of Accrued Overtime Hours

The Parties agree that each Employee shall, by September 30, 2024, communicate their preference for time in lieu and overtime pay. The Employer shall make all overtime payments by December 31, 2024.

DATED at this _____ day on _____, 2024

FOR THE EMPLOYER


Zoë Newman (Dec 4, 2024 11:08 EST)


Melvin Chan (Dec 4, 2024 08:11 PST)


Matthew Lomas (Dec 6, 2024 15:46 EST)

FOR THE UNION

Ryan London



Nadia Kanani
Nadia Kanani (Dec 11, 2024 11:06 EST)