

A COLLECTIVE AGREEMENT

Between



The Canadian Union of Public Employees and
its
Local CUPE 1281
(The Union)

And

Guelph Resource Centre for Gender
Empowerment and Diversity
(The Employer)

Expires January 31, 2019

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DEFINITIONS:

Employer:	Guelph Resource Centre for Gender Empowerment and Diversity (GRCGED)
Employer's Representative:	Member of the Collective/Employer Group, normally the primary Staff Liaison, who acts as the Union's point of contact for all purposes of this Agreement (as per Article 2.03), except where otherwise explicitly provided herein.
Union:	Local 1281 of the Canadian Union of Public Employees.
Term Employee:	Any Employee who is hired for three (3) months or longer or to replace temporarily a bargaining unit member on leave of absence as approved by the Union (see article 3.03 & 3.06).
Full-time Employee:	Any Employee who is or has been hired for a permanent position of thirty (30) hours or more per week and has passed their probationary period.
Part-time Employee:	Any Employee who is or has been hired for a permanent position of fewer than thirty (30) hours per week and has passed their probationary period.
Wage-Subsidy Employee:	Any Employee on a wage-subsidy program, including but not limited to Human Resources Skills and Development Canada (HRSDC) grants, Ontario Work Study Programs, hired for a specific project and/or period.
Casual Employee:	Any Employee hired for a specific project or purpose for a period of less than three (3) months, or longer if approved in writing by the Union (see article 3.04).
Probationary Employee:	See Article 14
Bargaining Unit Member:	(hereinafter referred to as Employee): Includes Term, Full-time, Work/Study subject to Article 3.05, Part-time, and Probationary Employees, plus those Employees on layoff of less than thirty-six (36) months. Bargaining unit member does not include Casual Employees.
Spouse:	For the purposes of this agreement a spouse is a person who is married to an Employee, or who cohabits with an

Employee in a continuing intimate partnership of some permanency.

Staff Liaison: Member of the Collective who has the responsibility to be the primary liaison between the Employees and the Employer and the Union, and who shall be on the Grievance Committee.

Grievance Committee: A standing committee of the Collective with a maximum of three (3) members who shall be empowered to make decisions on behalf of the Collective for the purposes of the Grievance Procedure (Article 10).

Day: For the purposes of this agreement a day is understood to be a working day.

Business Day: For the purposes of this agreement, a calendar day of the week from Monday to Friday, but excluding weekends and any Statutory holiday.

Week: For the purposes of this agreement, a week is understood to be 32 hours unless otherwise specified.

Prima facie: On the face of it; based on the evidence; at first sight; evidential.

Incumbent: A permanent post-probationary employee who was hired into a particular position and who has not given up seniority rights to that position through resignation or permanent transfer into a different position, or who has retained seniority rights specific to that position while on leave or in a job share or for any other reason of entitlement defined in the Collective Agreement.

ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and its Employees represented by the Union; to define clearly the hours of work, rates of pay, and conditions of work; to provide for an amicable method of settling any differences which may arise; to promote the mutual interest of the Employer and its Employees.
- 1.02 The provisions of this Agreement shall take precedence over any conflicting rules, policies or procedures developed by the Employer. In the event of any conflict between any of the terms of this Agreement and the terms of any other rule, policy, or procedure, the terms of this Agreement shall prevail.

ARTICLE 2 – EMPLOYER’S FUNCTIONS

- 2.01 The Union recognizes the functions of the Employer to hire; transfer; promote; demote; relocate; discipline; lay off; recall; classify; maintain order and efficiency; determine the standards of the work to be performed; establish and enforce working rules; and discipline, suspend, or discharge its Employees for just cause.
- 2.02 The Employer agrees to exercise such functions in a fair, reasonable, and equitable manner, and in a manner that is consistent with other provisions in this Agreement.
- 2.03 **Employer’s Representative**
The Employer agrees to appoint two (2) Staff Liaisons, one of whom shall be designated in writing to the Union as the Employers Representative, while the other shall be designated the "Alternate" in the case of the first Staff Liaison's absence, unavailability, and/or conflict of interest in particular circumstances dealing with the grievance procedure. The Employer’s Representative will have the final authority to represent the Employer to the Union and Employees, and they shall act in a manner that is consistent with the terms of this Agreement, and is not arbitrary, discriminatory or in bad faith. The Employer’s Representative shall be the Union’s point of contact for all purposes of this Agreement, except where otherwise explicitly provided herein.
- 2.04 It is the sole responsibility of the Employer to sign contracts for employment or any other purpose, and such responsibility shall not be requested of any Employee.

ARTICLE 3 – RECOGNITION AND JOB SECURITY

- 3.01 Recognition
- 3.01.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees of the Guelph Resource Centre for Gender Empowerment and Diversity (GRCGED), Guelph, Ontario excluding managers and those above.
- 3.01.2 The parties to this agreement understand and agree that the importance of protecting workers' rights is paramount in any work site. For this purpose, the GRCGED shall ensure that any workers employed by the GRCGED, subject to Article 3.01, shall always be Unionized workers and that to this purpose the GRCGED shall not attempt to rescind the recognition of positions with the GRCGED as Unionized positions, now or in the future, subject to Article 16.
- 3.02 Full-time and Part-time Employment
- 3.02.1 The Employer and the Union share the objective of providing full-time regular employment and job security to the extent that it is possible.
- 3.02.2 A job description (including hours) is appended to this agreement for each permanent position.
- 3.02.3 The job positions as appended (as per 3.02.2) may not be changed or eliminated without the written agreement of the Union. Such agreement shall not be unreasonably withheld.
- 3.03 Term Employment
- 3.03.1 Term employment is within the bargaining unit and is subject to all provisions of this Agreement except that Term Employees may not grieve termination of employment at the end of the agreed term.
- 3.03.2 The Employer shall provide the Union with written notice of any new Employee and/or of intent to create a new term employment position at least twenty-one (21) days before beginning the hiring process. Such notice shall include a job description, commencement and termination dates for hiring and employment, and a brief justification for the limited term of the new position.
- 3.03.3 No term position may be created without the consent of the Union; however; the Union may not unreasonably withhold consent. The Union shall notify the Employer within fourteen (14) days of receipt of notice given under Article 3.03.2 of its consent or non-consent.

- 3.03.4 Term employment may be extended subject to Article 3.03.1 with the written agreement of the Union. Such agreement shall not be unreasonably withheld by the Union.
- 3.03.5 Any Term Employee who has worked six (6) months or more and who is hired again (under Article 15) as a permanent Employee for the same job position they held as a term Employee shall be deemed to have completed their probationary period.
- 3.04 Casual Employment
- 3.04.1 The Employer shall notify the Union of rate(s) of pay, hour(s) of work, job description(s) and other working conditions of Casual Employees.
- 3.04.2 Prior to considering applicants or contractors outside the bargaining unit, the Employer shall notify the Union and the Employees in writing of the duties that the Employer wishes performed, the hours of work and the rate of pay.
- 3.05 Wage-Subsidy Employees
- 3.05.1 Wage-Subsidy employment is within the bargaining unit and is subject to Appendix #2 and all provisions of this Agreement except for the following: Article 15, Article 17.02 and 17.04, Article 19.02.2, Article 20, Article 23 and Letter of Understanding #2 - Benefits (Alternate Plan).
- 3.05.2 Holidays as per Article 17 shall be taken on a pro-rated basis and any unused holiday time will not be paid out at the end of the contract. Vacation time shall be taken in accordance with Appendix 2.
- 3.05.3 The Employer shall provide the Union with written notice of any new Employee and/or of intent to create a new wage-subsidy employment position at least fourteen (14) days before beginning the hiring process. Such notice shall include a job description, commencement and termination dates for hiring and employment, wage and a brief justification for the limited term of the new position.
- 3.05.4 No such position may be created without the consent of the Union; however; the Union may not unreasonably withhold consent. The Union shall notify the Employer within seven (7) days of receipt of notice given under Article 3.05.3 of its consent or non-consent.
- 3.05.5 Subject and pursuant to Article 3, the parties understand that in cases where an Employee or Employees on a wage-subsidy program are contracted to work for the GRCGED, such Employees shall be Bargaining Unit members at the rate of pay as stipulated by their contract. Subject to financial considerations, the Employer undertakes to try and top up the

pay of work-study Employees to a rate as close to the rates of pay pursuant to Schedule A as possible. The Employer understands that it is the responsibility of the Employer to prove undue hardship in cases where such Employees are to be paid less than the stipulated Schedule A rates.

3.06 Replacement of Employees

3.06.1 It is agreed that should the Employer desire to temporarily replace an Employee covered by this agreement who is absent by reason of vacation, leave of absence or other Employer approved reasons, the Employer shall have the right to hire such replacements on terminating contracts. All provisions of this agreement shall apply to temporary replacement Employees except they may not grieve their termination when such termination is caused by the return to work of the Full-time or Part-time Employee they replaced.

3.07 Job Security Respecting Contracting Out

3.07.1 Casual and Term Employees shall not be hired so as to result in displacement, layoff or reduction in hours of Full-time or Part-time Employees.

3.07.2 Bargaining unit positions shall not be eliminated or reduced in hours by giving the work of bargaining unit jobs to persons whose work (paid or unpaid) is outside of the bargaining unit.

3.07.3 The Employer agrees not to transfer or contract out any work or function covered by this agreement, except as provided for in Article 3.04.

3.07.4 Pro-Rating

In assessing entitlement for Part-time, Term, and Wage-subsidy Employees, the threshold to be used shall be pro-rated to Full-time entitlements based on the percentage of hours/week worked in relation to Full-time hours.

3.08 No Other Agreements

3.08.1 Pursuant to Article 3.01, no Employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative which conflicts with the terms of this Agreement.

ARTICLE 4 – TRAINING AND EVALUATION

- 4.01 Employees are more likely to perform well if both Employer and Employee assume responsibility for establishing job priorities, and ongoing training, and evaluation.
- 4.02 The Employer shall establish a budget line for Permanent staff development, equal to at least two per cent (2%) of annual student fees (less opt-outs). The funds shall be divided equally during the fiscal year amongst all Permanent staff who request it for the purposes of workshop, training courses, conferences or other activities or materials related to the work of GRCGED.
- 4.03 In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by an Employee, the Employer shall provide training for the Employee(s) affected, at the Employer's expense.
- 4.04 Once annually, the GRCGED shall organize a Conflict Resolution training session by an accredited organization. The Employer is responsible for ensuring this happens and that adequate funds are made available. All members of the Employer Group/Collective and staff are required to attend. An Employee or member of the Employer Group can opt out of such training only if they can show completion of similar training.
- 4.05 Once per year, all members of the Employer/Collective shall attend a workshop/educational as set up by CUPE 1281 in order to familiarize themselves with being and becoming a progressive Employer in a Unionized work environment.
- 4.06 Evaluations during Probationary Period
- 4.06.1 During the probationary period the Employer shall provide a written performance evaluation thirty (30) days before the end of the probationary period, and shall participate in a check-in meeting with the employee at the end of each month, more often if necessary. Monthly check-in meetings shall examine details regarding the probationary Employee's performance in the various facets provided as agreed to in the Progressive Evaluation Procedure set out in 4.07 and 4.08
- 4.06.2 After the probation period, the Employer may conduct a performance evaluation not more than once every year. All post-probationary evaluations shall adhere to the principles of progressive evaluation as contained in this Article. The Parties agree that a post-probationary evaluation is a mechanism wherein the Employee and their Staff Liaison can discuss where the Employee has met the job requirements as outlined

in the Job Description, and identify any deficient areas with respect to their Job Description and work plan (if applicable) in the past twelve (12) months. The post-probationary evaluation shall identify any areas where the Employee might require additional support, training or resources where deemed reasonable due to the evolution of the job or changes in the workplace over time. Where the Employer determines that the Employee requires such supports or training, a reasonable timeline for providing such supports and for assessing their effectiveness shall be established in consultation and mutual agreement between the Employee, the Employer and the Union. Where the Employee requests additional supports or training, such request shall not be unreasonably denied.

The completed Written Evaluation shall be signed by both parties and will become part of the Employee's personnel file. Signatures simply imply that the evaluation has been seen, not that there is an agreement with statements in the evaluation. Should the Employee and the Employer not be able to reach an agreement on the evaluation, it may be included in the personnel file with an attached, written submission by the Employee. Employees shall be given at least five (5) working days' notice of an evaluation. All evaluations shall be in writing and provided to the Employee within five (5) working days of completion. The Employee shall have the right to comment in writing and such comments shall be appended to the evaluation.

4.07

Progressive Evaluation: Probationary Discharge

The Employer accepts and gives effect to the principle of Progressive Evaluation by adopting the procedures set out below in section 4.08. In assessing whether the discharge of a probationary Employee constitutes sufficient cause as is required by Article 14.02.1, and if any grievance filed by the Union on probationary discharge proceeds to Arbitration, an arbitrator shall take into account whether the standards expected were reasonable, whether the Employees was notified of them and given a fair opportunity to demonstrate his/her ability, whether the Employee was notified of deficiencies in her/her performance and given an opportunity to correct them, and whether the Employer's assessment of the Employee was fair and reasonable.

4.08

Progressive Evaluation Procedure

The Employer is committed to the principle of progressive Evaluation, the purpose of which is to support the employee and give them all reasonable opportunity to learn the job and to ensure that reasonable standards and required training resources are provided by the employer throughout the probationary period. In addition to the agreements in Article 14, the Employer agrees to put this principle in practice by using the following procedure for the evaluation of Probationary Employees:

Training and Orientation:

Within the first week of hiring, the Employer shall meet with the Employee to provide an orientation to the workplace. At this meeting the employer shall review the Job Description, outline the job priorities, create work goals, with timeline, for the probationary period, as agreed upon by both the Employee and the Employer, and provide a reasonable schedule of training to the Employee in writing. The Employer is responsible for ensuring that a check-in meeting is provided at the end of each month following the date of hire, and more often if deemed necessary. At the check-in meetings the Employer shall provide details regarding the Employee's performance in the various facets of the job, and is required to inform the Employee in writing of areas and tasks that require further improvement within two (2) working days of the monthly check-in meeting. Where further training or resources are required, the Employer shall provide these to ensure the Employee has all opportunity to learn the job before the end of Probation.

Evaluations criteria and process:

It is the Employer's sole responsibility to evaluate the employee and to use reasonable evaluation tools in such assessment of the Employee. Criteria for performance evaluations shall be based solely on the Employee's Job Description and objectives and priorities of the position. The Employer may also consider whether the employee's overall conduct is consistent with GRCGED principles and values as reflected in Appendix 3 (Employment Equity Policy) and Article 5 (No Discrimination/ Harassment) of this Agreement. Evaluations shall be based solely upon documented work activity and the observations and supervision of the Employee by the Employer. An Employee shall not be asked to evaluate her co-workers or her own performance nor shall any such evaluation be included in an Employee's personnel file. The completed Written Evaluation from thirty (30) days before the end of the Probationary Period shall be signed by both parties and will become part of the Employee's personnel file. Signatures simply imply that the evaluation has been seen, that there is an agreement with statements in the evaluation. Should the Employee and the Employer not be able to reach an agreement on the evaluation, it may be include in the employment file with an attached, written submission by the Employee. Employees shall be given at least five (5) working days' notice of an evaluation. All evaluations shall be in writing and provided to the Employee within five (5) working days of completion. The Employee shall have the right to comment in writing and such comments shall be appended to the evaluation.

Written Evaluation:

The Employer's written evaluation thirty (30) days before the end of the Probationary Period shall:

- i) provide a summary of the Employee's achievements and required duties fulfilled by the Employee during the first four (4) months of employment,
- ii) identify all areas and duties in the Job Description where the employee is deemed deficient or has not met the required standard, as well as agreed upon work goals and timeline for the employee to address these areas before the probationary periods ends, and
- iii) assess the resources or further training the employer is responsible to provide to ensure the employee has received adequate training and orientation to fulfill the duties outlined in the Job Description. The written evaluation shall be provided to the Employee within five (5) working days of completion.

ARTICLE 5 – NO DISCRIMINATION / HARASSMENT

5.01 No Discrimination

5.01.1 The Employer agrees that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced 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; gender expression or identity; sex; sexual orientation or identification; marital status; family status; parental status; number of dependents; class; place of residence; record of offenses except where it relates to a bona fide qualification because of the nature of employment; Acquired Immune Deficiency Syndrome (AIDS), AIDS related Complex (ARC), positive Human Immune Deficiency Virus (HIV) test and any other illness or disability so long as it does not significantly impair the performance of the duties of the position; Union membership or activity; nor by reason of the exercise of any of the rights contained in this Agreement.

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

5.01.3 Where the Employer deems it necessary for the operation of the Centre that an Employee shall have a specified level of competence in English and/or French, such requirements shall be deemed nondiscriminatory.

5.01.4 Where an applicant is hired under article 15.09 such hiring shall be deemed non-discriminatory.

5.02 No Harassment

5.02.1 The Employer agrees that there shall be no form of harassment exercised or practiced with respect to any Employee or any applicant seeking to become an Employee by reason of any grounds as set forth in Article 5.01.1.

5.02.2 There shall be no harassment of the Employees by officers or members of the Employer. Any complaint alleging harassment may be made either to the Staff Liaison or the Collective as the Employer. Harassment shall be defined as conduct that is vexatious or should reasonably be understood to be unwelcome in an employment setting, such as:

- i. unwelcome remarks, jokes, innuendoes, 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. unwanted attention of a sexually oriented nature;
- vii. refusing to talk to, or work with, a person by reason of any of the prohibited grounds;
- viii. demands for sexual favours or unwanted sexual overtures;
- ix. implied or expressed promise of reward for complying with a sexually oriented request;
- x. implied or expressed threat of reprisal, actual reprisal, or the denial of opportunity for the refusal to comply with a sexually oriented request;
- xi. sexual assault;
- xii. physical assault;
- 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.

5.03 Harassment from Representative of the Employer

5.03.1 Any work-related complaint must be addressed to the Staff Liaison (as per 2.03), or it shall be deemed to be harassment.

5.03.2 Personal/Performance Harassment

Any work-related or performance complaint expressed to an Employee directly by anyone other than the Staff Liaison (or interim designate), or about an Employee in a public forum, or addressed to anyone other than the Staff Liaison or Employer's Representative, whether expressed by the Employer, an Employee, or any person accessing GRCGED's services, shall also be defined as personal harassment.

5.04 No Barrier to Employment Equity

5.04.1 Nothing in this article shall be construed as a barrier to the formation or the implementation of any employment equity plan mutually agreed upon by the Employer and the Union.

5.05 Harassment-free Workplace Postings

5.05.1 All locations in which Employees in the bargaining unit regularly perform duties shall have posted, in a prominent location, a sign the measurements of which shall be at least 50 cm by 50 cm, informing all who attend such location that all work locations operated by the Employer are harassment-free workplaces.

5.06 Employment Equity Committee

- 5.06.1 The Employer and the Union agree to cooperate in a program designed to improve the current employment equity policy.
- 5.06.2 To this end, a joint Employment Equity Committee shall meet at least once annually to review all aspects of employment for evidence of differential treatment of Employees on the basis of grounds listed in 5.01 and to recommend the necessary measures for eliminating such practices. Time spent by bargaining unit members on the business of the Employment Equity Committee shall be considered time worked.
- 5.06.3 The committee shall consist of equal representation from the bargaining unit, the Employer and volunteers, and all efforts shall be made to ensure that members of the committee will include people of colour, Indigenous people, women, queer and gender variant people and all other groups identified in Article 5.01.1.
- 5.06.4 Recommendations may deal with, but are not limited to: strategies for attracting diverse applicants for employment, recruitment and retention; access to educational advancement; wage and salary rates; maternity and childcare provisions.
- 5.06.5 Recommendations agreed to by the Employment Equity Committee shall be submitted to the Union in writing, and the Parties agree that the Collective Agreement shall prevail over any recommendations that contradict any aspect of the Collective Agreement.
- 5.07 No Barrier to Employment Equity
- 5.07.1 Nothing in this article shall be construed as a barrier to the formation or the implementation of any Employment Equity plan mutually agreed upon by the Employer and the Union in Collective bargaining or as a Letter of Understanding.

ARTICLE 6 -- UNION SECURITY

6.01 Union Membership

6.01.1 The Employer agrees that all Employees except Casual 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 except Casual 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.

6.02 New Employees

6.02.1 The Employer agrees that all new Employees shall be informed that a Collective Agreement between CUPE 1281 and the Employer is in effect. The Employer shall provide a copy of the Agreement to the Employee upon commencement of employment. In addition, the Employer shall inform each new Employee in writing of the name and telephone number and e-mail address of the Shop Steward, the CUPE 1281 Service Coordinator and Staff Liaisons.

6.02.2 Within one month of all Employees having started their employment, the Employer shall provide space for an authorized representative of the Union and the Shop Steward to conduct a one hour orientation session.

6.02.3 The Employer will provide a list of all new bargaining unit members to the Union in writing within one month of their offer of hire and no later than one month of their contract starting. This list shall include the name of employees, their start date and contact information including phone and home address. The employee contact list shall be submitted to the Local Union's office via postal mail and via electronic mail to president@cupe1281.ca and to office@cupe1281.ca within the timeline.

6.03 Union Security

6.03.1 The Employees covered by this Agreement shall have the right to refuse to cross picket lines that directly 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, and time spent performing picket support of no more than ten (10) days per year in lieu of regular work hours shall be considered as time worked. If the Employer requires, Employees who refuse to cross picket lines that directly interfere with the performance of their duties shall work in an alternate location. Any additional time off for picket support may be granted by the Employer at the discretion of the Collective.

ARTICLE 7 -- UNION DUES

7.01 Check-off

7.01.1 The Employer shall deduct from every Employee, including all bargaining unit Employees employed prior to ratification of this Agreement, the amount authorized as Union dues, and assessments, once each pay period.

7.02 Deductions

7.02.1 Weekly deductions shall be made from the payroll, and forwarded once per month, not later than the fifteenth (15th) day following the end of each month, to the Secretary-Treasurer of the Union CUPE/SCFP Local 1281 at #25 Wood Street, Suite 102, Toronto, Ontario M4Y 2P9. This payment shall be accompanied by the dues form of the Union, or where such form has not been provided, shall include the following information for all Employees from whose wages the deductions have been made: first name, last name, salary, work address, work email, work telephone number, and amount of deduction.

7.03 Dues Receipts

7.03.1 At the same time that Income Tax (T-4) slips are made available, the Employer shall ensure the amount of Union dues paid by each Union member the previous year is included on the Income Tax (T-4) slips.

ARTICLE 8 -- LABOUR-MANAGEMENT COOPERATION

- 8.01 Right to Participate
- 8.01.1 Desiring to maintain participation in the Employers operations over and above the participation provided for in the job descriptions, the Employer agrees that all meetings of its Collective, its subcommittees, commissions, and committees, with the exception of those meetings which deal with contract negotiations, staff evaluations, formal grievances, and all matters concerning staff discipline and discharge, shall remain open to all Employees. Staff attendance at all meetings, participation in sub-committees and participation as described in this clause shall be on paid time.
- 8.01.2 All members of the bargaining unit shall be informed of, and have the right to nonvoting participation in all meetings of the Collective, volunteer meetings, committees, and all caucuses and other groupings of the Employer, save and except those that exclude persons on the basis of identity (including but not limited to gender, race/ethnicity, sexuality) for the purpose of creating a closed caucus, workshop, meeting, etc. in which people of the same identity can meet together to discuss issues common to people who share that identity. In such cases these meetings, committees, caucuses and other grouping would only be open to those members of the union who are not excluded based on identity. Attendance at all meetings of such bodies shall be at the expense of the Employer.
- 8.01.3 Management responsibility lies solely with the Collective but permanent staff may provide direction to Term, Wage-Subsidy and Casual Employees with the mutual agreement of the permanent staff and the Employer for ease of operational functions. Such direction shall not imply any Employer functions pursuant to Article 2. In the instance that such direction has been mutually agreed, permanent staff shall be apprised of directions given to Term, Wage-Subsidy and Casual Employees by the Collective in a timely manner.
- 8.01.4 The Employer and the Union agree to undertake ongoing education for Collective members and Employees regarding this Agreement.
- 8.02 Notice to the Union
- 8.02.1 Where notice or reply to the Union is required in fulfillment of the obligations of any clause of this Collective Agreement, such notice shall be in writing to the shop steward or designate, with a copy sent to the President of CUPE/SCFP Local 1281 via e-mail at president@cupe1281.ca and forwarded via regular mail to #25 Wood Street, Suite 102, Toronto, Ontario, Canada M4Y 2P9. Any notice which does not meet this requirement shall be deemed to be null and void.

8.02.2 In Writing

For the purposes of this Agreement the term 'in writing' shall refer to a hard copy letter drafted on company or union letterhead, which may be delivered by email or fax, as long as a hard copy is provided to the CUPE Local 1281 office by postal mail and date-stamped within five (5) days of the original letter. If the original signed copy is not received the letter shall be deemed void.

8.02.3 At the request of either party, and within five (5) working days of such request, Labour-Management meetings shall be held between representatives of the Employer and representatives of the Union to discuss any question, excluding grievances and disciplinary matters and bargaining, which may arise in connection with established procedures, as well as any suggestions which may be forthcoming to improve the conduct of the operations of the Employer, or the relations between the two Parties to this Collective Agreement. Such Labour-Management meetings shall consist of at least two members of Management and at least two members of the bargaining unit, one of whom shall be the Shop Steward or designate. Where requested, or where the Union deems necessary, an authorized representative of the Union may also attend.

8.03 Job Priorities, Objectives, and Workplan

8.03.1 The Employer and the Employee shall meet at least once a year to discuss and establish objectives, priorities, and a reasonable workplan as agreed between the Employee and the Staff Liaison for each position for the coming year. The Employer shall normally schedule such meetings outside of peak periods during the year.

ARTICLE 9 -- UNION REPRESENTATION

9.01 Authorization

9.01.1 No Employee or group of Employees shall represent the Union in any meeting with the Employer without proper authorization of the Union. The Employer shall provide the Union with the names, 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 of the sub- local's Shop Steward with whom the Employer may transact business arising from this Agreement.

9.02 Assistance of Representatives

9.02.1 The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees, and its Local 1281 and/or designate in dealing or negotiating with the Employer. Representatives of the Union shall have the right to contact workers at work on matters respecting this Agreement or its administration without loss of pay to the workers. The Employer agrees that Employees have the right to meet and discuss Union business on paid time. Upon prior notice, such representatives shall have access to the Employers premises to assist in the settlement of grievances as defined in Article 10.

9.03 Shop Steward

On an annual basis the Union shall appoint a Shop Steward, who has been elected by and from the members of the bargaining unit as defined in Article 3, to represent them to the Employer, in a manner that is consistent with the terms of this Agreement, and is not arbitrary, discriminatory or in bad faith. The Shop Steward shall be assumed to be the Employer's point of contact for all purposes of this Agreement, except where otherwise provided. Where there is no Shop Steward elected or where the Shop Steward requires representation, or a member requests, a member of the CUPE 1281 Executive or designated Union representative will be appointed to act as the point of contact with the Employer.

9.04 Bargaining Committee

9.04.1 The Union will be entitled to select a bargaining committee of no more than three persons and at least one member shall be selected by the CUPE Local 1281 Executive to act as the Union's designated rep. The Union will advise the Employer of the names of the members of this committee at the time it gives notice to bargain to the Employer. The Employer will select a bargaining committee of not more than three persons and not less than two persons. The Employer will notify the Union of the names on this committee within five (5) business days of the Union's notice to bargain.

9.04.2 Members of the Union's Bargaining Committee shall have the right to attend negotiating sessions held within working hours without loss of remuneration. Bargaining times shall be scheduled by mutual agreement. Employees attending negotiating sessions outside their regular working hours shall be compensated in accordance with Article 17.

9.05 Technical Information

9.05.1 The Employer shall make available to the Union, on request, information required by the Union, such as budgets, financial statements, minutes of committees, job descriptions, positions in the Bargaining Unit, job classifications, wage rates and other technical information and reports required for the purposes of collective bargaining. The Union shall make available to the Employer, on request, such information required by the Employer, such as technical information, reports, records, studies, surveys, manuals, directives, or documents required for collective bargaining purposes.

ARTICLE 10 – GRIEVANCES

- 10.01 Definition
- 10.01.1 A grievance is defined as any difference arising between the Employees and/or the Union and the Employer arising out of working conditions or concerning any differences arising out of the interpretation, application or administration or alleged violation of this Collective Agreement, the Employment Standards Act, the Federal Human Rights Code, or the Ontario Human Rights Code 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 functions, involve: a) discrimination on a specific ground foreseen in Article 5 of this Agreement; b) a specified improper motive, or; c) lack of due process.
- 10.01.2 The Employer recognizes the rights and duties of Union representatives to prepare, present, and be involved in every aspect of the grievance procedure. The Employer agrees that at any stage of the complaint/grievance procedure or at any other meeting with the Employer, the Employee has the right to be accompanied by an authorized Union representative of CUPE 1281 and/or the Shop Steward. The Employer shall inform the grievor of this right, with reasonable notice, prior to any meeting. In order to ensure that complaints of Employees are remedied, in a reasonable, just and equitable manner, the Employer and the Union mutually agree that the procedure for submitting and dealing with complaints/grievances shall be as follows.
- 10.02 Grievance Procedure
- 10.02.1 Grievances shall be dealt with in the following manner:
The Employer agrees that in the event of a grievance resulting from an alleged violation of Article 5 where the person against whom the allegation is being made is her Staff Liaison or a Collective member or any other representative of the Employer, the respondent shall have no decision-making power on the grievance process as outlined in Article 10.
- 10.02.2 An Employers Representative shall not have decision-making power in more than one step of these procedures (informal or formal).
- 10.02.3 Informal Complaint
- 10.02.4 The Employer and the Union mutually agree that it is the desire of the parties hereto that complaints of Employees shall be adjusted/dealt with as quickly as reasonably possible. It is understood that an Employee has no grievance until she has first given her Staff Liaison an opportunity to adjust/deal with her complaint. If an Employee has a complaint, she shall

first discuss the matter with her Staff Liaison, with or without the Shop Steward or designate(s) subject to 10.01.2, within forty (40) days after the Employee would reasonably be expected to have become aware of the circumstances giving rise to the complaint.

10.02.5 The Staff Liaison shall be allowed ten (10) days to seek information and advice and to communicate her decision, in writing, to the complainant. Failing settlement, the Staff Liaison shall immediately forward all files, notes, correspondence etc. to the Collective. The complainant has the right to file a written grievance in the following manner and sequence.

10.02.6 Formal Grievance

Any individual, group or policy grievance shall be filed only by an authorized representative of the CUPE 1281 Executive or their designate and shall include the following:

- a) the date of filing the grievance
- b) a statement of the nature of the grievance, including the alleged occurrence said to have caused such grievance where applicable
- c) where applicable the names of the grievor(s)
- d) the remedy or remedies sought
- e) the article, section or sections of this Agreement allegedly violated

Step One:

1. Failing settlement at the informal complaint stage and within forty (40) days following receipt of notification of the decision to the Union and the grievor by the Staff Liaison, the Union will file a written grievance with the Employer's Representative and/or designate of the Grievance Committee of the Collective.
2. On behalf of the Grievance Committee, the Employer's Representative will provide the Union with a written response within ten (10) business days.
3. The Union will seek to settle the dispute with the Employer's Representative and the Grievance Committee to the satisfaction of the Union, which shall normally include a meeting with an individual employee. The Grievor has the right to be present at this Step. The Committee shall meet with the Union representative(s), subject to 10.01.1, within ten (10) business days to discuss the grievance.
4. The Committee shall deliver their decision in writing to the grievor and the Union within ten (10) business days of that meeting. Minutes of such meetings shall be kept.
5. If the Union finds the decision is not satisfactory, the Union shall proceed to Step Two within ten (10) business days of the issuance of the Employer's written response.
6. Should no further request or response be brought forward by the Union within ten (10) business days of the Employer's written response being issued, the matter will be considered to be resolved to the mutual

satisfaction of the parties, and no further action will be expected or required.

Step Two:

1. Failing resolution of the grievance under Step One, the Union shall request a meeting with the Employer's representative and the Grievance Committee to attempt to resolve the matter. This meeting will occur no later than ten (10) business days following the request.
2. Failing resolution of the grievance to the mutual satisfaction of the Union and the Employer during the meeting, either may request an escalation of the resolution process to Step Three after ten (10) business days following the meeting attended by the parties.
3. Should no further request or response be brought forward by the Union within ten (10) business days of the Employer's written response being issued, the matter will be considered to be resolved to the mutual satisfaction of the parties, and no further action will be expected or required.

Step Three

Failing resolution of the grievance under Step Two, the grievance will be resolved through the arbitration process as defined under Article 11.

- 10.02.7 Where no answer is given by the Employer within the time limits specified herein, the grievance shall be deemed to have been settled in favour of the complainant/grievor.
- 10.02.8 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.
- 10.02.9 The time limits may be extended by mutual agreement of the Union and the Employer.
- 10.02.10 The Union and its representatives shall have the right to originate or proceed with 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 One.
- 10.03 Harassment Investigation and Grievances
- 10.03.1 All grievances filed alleging a violation of Article 5 shall bypass the informal Complaint process shall be submitted by the Union at Step Two of the grievance procedure.

- 10.03.2 Within five (5) business days of receipt of a grievance filed under this Article, the Employer and the Union shall meet to appoint an agreed upon neutral third party to handle the investigation who would have the authority to recommend discipline. The Employee or Employees involved shall be entitled to representation by the Union. The investigation process, including the investigator's written report on findings and recommendations to the Employer, shall take no longer than fourteen (14) days. The Employer shall then decide what action shall be taken. The Union and the Grievor(s) shall be informed of the decision by the Employer, in writing, within seven (7) business days of the Employer receiving the investigator's report or the fourteen (14) business day deadline, whichever is sooner. Where possible proceedings shall be kept in the strictest confidence. The onus is on the Employer to prove that maintaining confidence was not possible. The results shall be confidential. Where the decision is that the allegations are not grounded, the Employer's Representative shall dismiss the grievance.
- 10.03.3 The grievor shall be offered counseling of the grievor's choice and at the expense of the Employer and leave with pay during the investigation. The alleged harasser shall be given a leave with pay during the investigation. If the decision is to continue to separate the parties, the Employer shall ensure that the continuation of separation is arranged so that the grievor suffers no penalty or interference in her employment situation.
- 10.03.4 The Union and the Employer shall establish a standing joint committee to meet on paid time for training and education on the issue of harassment.
- 10.04 Group Grievance
- 10.04.1 A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated by an authorized representative of the Union at Step One under Article 10.02.
- 10.05 Policy Grievance
- 10.05.1 A policy grievance, defined as involving a questions of general application or interpretation of this Agreement, may be initiated by an authorized representative of the Union at Step One under Article 10.02, and be processed then and subsequently as set out in Article 10.
- 10.06 Confidentiality
- 10.06.1 The Employer recognizes the principle of confidentiality and agrees that the identity of any grievor(s), and the fact and substance of any grievance shall only be made available on a "need to know" basis.
- 10.07 Absence from work shall be permitted where it is required in connection with the handling of a grievance. Time spent in assisting the authorized

Union representative in handling grievances shall be considered time worked.

ARTICLE 11 – ARBITRATION

- 11.01 Selection of Arbitrator
- 11.01.1 Where a grievance is referred to arbitration the Union and the Employer shall, within five (5) business days of notification of intent to proceed to arbitration, each appoint a representative.
- 11.01.2 The representatives shall meet within five (5) business days of their appointment to agree upon a single arbitrator. Notwithstanding all of the provisions of Article 11, the parties hereto may select one person as an arbitrator to whom any such grievance may be submitted for arbitration and such person shall have the same powers and be subject to the same restrictions as a board of arbitration appointed under this Agreement.
- 11.01.3 No person shall be selected as an Arbitrator who: has within six months of the appointment acted in the capacity of solicitor, legal counsel or advisor to either party or has any financial interest in the matters referred to arbitration, or has been involved in an attempt to negotiate or settle the grievance in process.
- 11.01.4 Where a single arbitrator has been agreed upon by both representatives, the arbitrator shall be requested, in writing, by the party requesting the arbitration, to set a place, time and date for the hearing within ninety (90) days of such request.
- 11.01.5 Where the arbitrator does not accept the request to arbitrate, or where she is unable to set a hearing within the ninety (90) days stipulated, the two representatives shall confer within five (5) business days of being so advised by the arbitrator, and shall select another arbitrator.
- 11.01.6 Where the representatives are unable to agree upon a single arbitrator within five (5) business days of meeting for the purpose, or where two arbitrators have been selected but declined or were unable to set a hearing within the ninety (90) days specified, either party shall request, in writing, to the Provincial Minister of Labour that she appoint an arbitrator.
- 11.01.7 The parties shall jointly and equally bear the fees and expenses of the arbitrator.
- 11.02 Authority of Arbitrator
- 11.02.1 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.

11.02.2 The decision of the arbitrator shall be final and binding on the parties. It is understood that timelines are not an issue of concern for the arbitrator.

11.02.3 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 her former position without prejudice and shall be compensated for all lost earnings and benefits, and all records of disciplinary action shall be removed from her employment file.

ARTICLE 12 – DISCIPLINE

12.01 Just Cause

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

12.02 Progressive Discipline

12.02.1 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.

12.02.2 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.

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

12.03 Discipline Process

12.03.1 Step One: Notice of Meeting

Prior to any consideration of discipline, the Employer who has a complaint or who has received a complaint concerning an act, omission, or failure to conform to a required standard, including on the grounds identified in Article 5.01.1 of this Agreement shall, within fourteen (14) business days of receiving the complaint, notify the Employee and the Union in writing and schedule a meeting to be held within twenty-one (21) business 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 her right to Union representation at the meeting. If the complaint is dismissed by the Employer, the Notice of Meeting and all other relevant documentation concerning the meeting shall be destroyed.

12.03.2 Step Two: Letter of Warning

If the complaint is not dismissed, or otherwise resolved, as a result of the meeting referred to in 12.03.1, or where the Employee waives explicitly, or implicitly by not attending, her opportunity for such meeting, the Employer may, within twenty-one (21) business 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 and/or, where the complaint concerns the standard of the Employee's work, if the Employee fails to bring her 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 12.03.1.

- 12.03.3 **Step Three: Discipline Meeting**
Prior to imposing discipline, and within fourteen (14) business days of becoming aware of the circumstances which, in her opinion, provide prima facie grounds for disciplinary action, the Employer shall notify the Employee and the Union in writing of the time and place of the complaint to enable the Employee to make adequate response to the allegations, and shall inform the Employee that she is entitled to Union representation at the meeting.
- 12.03.4 **Step Four: Notification of Action**
The Employer shall advise the Union and Employee in writing of its decision within fourteen (14) businessdays of the discipline meeting referred to in Step Three and the decision shall include the reasons as to why any disciplinary action is to be taken.
- 12.04 **Confidentiality**
- 12.04.1 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.
- 12.05 **Disciplinary Files**
- 12.05.1 Both parties agree that an Employee's service file may contain entries of a disciplinary nature.
- 12.05.2 The record of a disciplinary action and matters forming the basis of or raised during such a disciplinary action shall not be referred to or used against an Employee after a period of twelve (12) months following such an action, unless a directly related disciplinary action occurs during such a period. In such actions, the earlier action and matters forming the basis of or raised during such action may be referred to or used against an Employee for a further twelve (12) months following the subsequent disciplinary action. Any time during which an Employee is on total layoff

shall not be regarded as part of the twelve (12) month period(s) specified above.

- 12.06 Notwithstanding 12.02, 12.03.1 and 12.03.2 it is understood that the Employer reserves the right, in extreme situations, to suspend an Employee with pay for just cause without having to first issue a Letter of Warning (12.03.2), subject to Articles 10, 11, 12.03.3 and 12.03.4
- 12.07 A grievance related to the procedures set forth in this Article, or to any disciplinary action, suspension or discharge, may proceed to Step One of Article 10.02 within fourteen(14) business days of the date of notification by the Employer stipulated in Article 12.03.4. The grievance may then proceed according to the remainder of Article 10.02.

ARTICLE 13 – SENIORITY

- 13.01 Definition
- 13.01.1 Seniority is the length of employment at the Guelph Resource Centre for Gender Empowerment and Diversity (GRCGED) and shall be used to determine priority for promotions, layoffs, and recalls.
- 13.02 After the completion of the probationary period, seniority shall be effective from the original date of hire.
- 13.03 Seniority shall accumulate when: 1) the Employee is on the active payroll of the Employer; or 2) the Employee is off the payroll due to an authorized leave of absence.
- 13.04 The Employer shall maintain a seniority list showing the date upon which the employment service commenced. This list shall be made available upon request by any member of the bargaining unit or by Officers of the Union.
- 13.05 A Casual Employee or wage-subsidy Employee, shall not have seniority. However, if within three months of termination of her contracted employment she becomes a Full-time or Part-time Employee, seniority shall be effective from the first date of hire for the last contract.

ARTICLE 14 – PROBATIONARY EMPLOYEES

- 14.01 Newly hired Employees shall be considered to be on probation for four (4) months from the commencement date of employment.
- 14.01.1 During the probationary period, Employees shall enjoy the rights and privileges of this Agreement, except with respect to discharge, where Article 14.02 will apply. During the probationary period, Employees shall be given orientation, training and job priorities, as agreed to in writing by the Employer and the Employee, and as per the principle and practices of Progressive Evaluation in Article 4.
- 14.02 Probationary Discipline and Dismissal
- 14.02.1 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 (No discrimination and/or harassment) with respect to discharge. The onus to prove "sufficient cause" shall be on the Employer.

ARTICLE 15 – HIRING, PROMOTIONS AND STAFF CHANGES

15.01 Employment Equity

- 15.01.1** The Employer and the Union agree on the following and believe:
- a) that we live in a society rooted in oppression,
 - b) that structural injustice and unconscious prejudice influence our experiences and the decisions that we make,
 - c) that there is no such thing as a "level playing field" with regards to people's experience and job qualifications and methods of evaluating the above,
 - d) that any progressively-oriented organization has a need for experience, knowledge, and guidance from oppressed people, especially in the case in which oppressed people are currently underrepresented within the culture of such an organization,
 - e) that policies such as employment equity policies exist to address and compensate for the above dynamics and to help the Employer identify the best candidate for a job based on qualifications and considerations which are not always easily represented in a traditional resume or job application.

Therefore, GRCGED encourages members from oppressed communities, such as aboriginal people, immigrants, members of non-dominant ethnic, linguistic, religious and/or cultural groups, people of colour, people with disabilities, people living in poverty, queer people, refugees, single and sole-support parents, transgendered, transsexual and gender-queer people and working class people to apply and to identify as an employment equity candidate in their cover letter.

All job postings shall consider the ability to uphold the GRCGED vision and basis of unity as a required qualification as well as the ability to work within an anti-oppressive environment. All candidates who identify under employment equity and who meet the required qualifications for the job shall be shortlisted for an interview.

The GRCGED shall recognize non-formal experience and education as being equally valuable to formal education and work. The GRCGED shall also consider the candidate's ability to address oppression within the GRCGED.

Where two or more candidates are equally or equivalently qualified for a job, priority will be given to a candidate who qualifies under employment equity.

Where no employment equity candidates are considered qualified for the job but two or more candidates are equally or equivalently qualified,

priority will be given to the candidate who the hiring committee believes can best uphold the GRCGED vision and basis of unity, work within an anti-oppressive environment, and work with oppressed communities, especially those currently underrepresented at the GRCGED.

15.01.2 The GRCGED shall abide by the Employment Equity Policy outlined in 15.01.1 and shall include it in all job postings.

15.02 Vacancies

15.02.1 Definition of Vacancy

For the purpose of this Article, "Vacancy" shall be defined as any position listed under Appendix 1, which becomes vacant whether through layoff, discharge, resignation, or retirement or any full-time and permanent position created by the Employer that has yet to be hired for the first time. The filling of vacancies for Casual positions will not be subject to any provision under this Agreement.

15.02.2 Notice of Vacancy

The Employer shall take steps to inform all Employees of such vacancy in writing, which will include providing written notice to the Union. All positions must first be posted internally and circulated via email to be made available to all bargaining unit members. The Employer may from time to time seek permission to waive an internal posting but shall only do so upon receiving consent of the Union in writing. Where there is no internal posting process the vacancy shall be immediately posted externally.

When a vacancy occurs or a new position is created, the Employer shall take steps to inform all Employees of such vacancy in writing, which shall include providing the Union fourteen (14) business days notice in writing to ensure that all Employees are aware and may apply. All positions must first be posted internally and circulated via email to be made available to all bargaining unit members.

15.03 Internal Applicants

15.03.1 Current bargaining unit members shall be preferred candidates for all open positions within the bargaining unit or newly created positions in the bargaining unit. Where more than one internal applicant applies for any given position, the position shall be awarded to the qualified applicant with the greatest seniority.

15.03.2 All internal applicants must meet the criteria of the position to a level deemed satisfactory by the hiring committee to be awarded the position. In the case of an Employee applying for a position in a job classification in which they do not have adequate experience or qualifications, the

Employer must agree that the job is such that the applicant could learn and perform the duties after three (3) months during which time training is provided, an orientation occurs, and written information regarding the requirements of the position is distributed. An Evaluation of the internal applicant will occur after two (2) months when the orientation and written information distribution is complete and the training period is nearly complete. If the Evaluation indicates that the applicant cannot perform the required duties they will be returned to their former position. Any Employee displaced by this movement will also be returned to their former position except for any probationary Employees who may be terminated. Any internal applicant deemed not satisfactory by the hiring committee at the time of short-listing must be provided an explanation, in writing, of the committee's rationale as to how they did not meet the criteria

15.04 Hiring Procedure

15.04.1 Hiring Committee

A hiring committee (herein for the remainder of this Article referred to as "the Committee") will be appointed for the purposes of undertaking the hiring process for any vacancy that exists in the bargaining unit. The Committee will consist of one member selected by the Union, at least one and no more than three (3) members appointed by the Employer, and may include a community member agreed upon by the Collective and bargaining unit members, and shall include members of designated groups pursuant to Appendix 3, where possible. The Employer will notify the Union of the creation of the Committee when a vacancy occurs, following which both the Union and the Employer will have five (5) business days to appoint their respective members to the Committee. Where, despite the best efforts of the Collective, members of these designated groups are not found, a hiring committee made up of available members shall be struck and a report outlining the steps the committee took to try to adhere to Article 15.01.1 shall be presented to the Collective at the time of short-listing.

15.04.2 The hiring shall adhere to the policy laid out in Article 15.01.1.

15.04.3 Hiring Process Determination

Based on the duties and responsibilities in the Job Description (Appendix 1) the Committee will determine the best qualifications for the vacancy, and the criteria and process to be used for evaluating applicants. These qualifications, criteria and process must be established in a fair and equitable manner, so as not to be discriminatory, and in a manner which will attract the best applicants to the position.

15.05 Job Sharing

15.05.1 The Union and the Employer always strive to provide secure and stable employment. In the event that there is a request to share jobs, any job sharing agreement will encompass all of the following principles:

- a) Job sharing is defined as an arrangement whereby two Employees share the hours of work and duties of the Job Description of one full-time position. The Employees involved in a job sharing arrangement will be classified as regular Part-time and each will be entitled to all provisions of this Collective Agreement on a pro-rated basis. The position involved in the job sharing arrangement will be maintained as a full-time position.
- b) Where the Employer, the Union and the affected Employees agree to a job sharing arrangement, the introduction and discontinuance of such job sharing arrangement will be determined by all parties. When the job share dissolves, if one of the job share employees held the original full-time position, that employee's incumbency rights shall prevail and they will have the first option of returning to that full-time position upon the discontinuance of the arrangement.

In the event that two people are in a job share together and one leaves and no incumbency rights are exercised, the Employer and the remaining employee and the Union shall meet within five (5) business days of notice provided for the discontinuance of the current job share. The sole purpose of such meeting is to review the position and negotiate the new terms of the remaining non-incumbent employee such that their current job duties are not displaced or replaced. The meeting shall first consider whether the remaining Employee wishes to exercise right of first refusal to the position as an internal applicant, and if so, Article 15.03 (Internal Applicants) shall prevail.

- c) Overall costs shall not exceed the cost of a full-time position, except as regards payment of Health and Dental benefits, which each employee is entitled to in full. If job share employees wish spousal or family benefits, these benefits will be paid by the employee.
- d) Employees presently covered by a job-sharing arrangement shall be subject to its terms and conditions until such job sharing arrangement is discontinued.
- e) This article is to be Employee-initiated only.

15.06 Job Posting

The Committee will approve a posting for a vacancy, which will contain the position title, the nature of the position, the defined responsibilities contained within the position description under Appendix 1, the

qualifications, required knowledge and/or education, skill, wage rate, the method for properly applying, the preferred format for applications, and the deadline by which applications must be submitted. The hiring committee shall meet and mutually agree to a timeline for the posting, including postings for internal applications.

Where no internal application has been received, hiring notices shall be posted at the Guelph Resource Centre for Gender Empowerment and Diversity and (local) women, aboriginal, cultural, queer, trans, single parent, ethnic, immigrant, and disability centre(s), organization(s) and/or publication(s) and any other organizations, websites, lists or methods as agreed upon by the hiring committee, for no less than fourteen (14) business days.

15.07 Evaluation & Recommendation

The Committee will endeavour to evaluate the applicants based on the criteria established at the start of the hiring process. Based on these evaluations, the Committee will recommend the most appropriate applicant to the Employer.

15.08 Hiring Decision

The final hiring decision shall be the sole purview of the Employer, who may accept or reject any recommendation made by the Committee. The Employer has the responsibility of informing the chosen candidate about the decision.

15.09 Staff Transfers

15.09.1 Any bargaining unit member shall be given an interview for any open or new positions. If the bargaining unit member is not hired for the position, the hiring committee shall put the details of their decision in writing and send a copy to the applicant and the Shop steward.

ARTICLE 16 – LAYOFFS AND RECALLS

- 16.01 **Layoff**
- 16.01.1 Any layoff or reduction of work for permanent employees within any job classification shall occur solely when the Employer has demonstrated to the Union that such action is unavoidable due to lack of work or financial hardship beyond the control of the Employer.
- 16.01.2 When the Employer decides that circumstances require a reduction of personnel, layoff shall be on the basis of reverse seniority.
- 16.01.3 **Layoff and Recalls**
Employees being laid off shall be notified in writing at least four (4) weeks in advance of the date of the layoff explaining the reasons for the layoff. A copy of the letter shall also be sent to the Shop Steward. If the Employee does not have the opportunity to work her regular hours for four (4) weeks after notice of layoff, she shall be paid for that part in which work is not available.
- 16.01.4 In the event of a layoff notice, the Employer and the Shop Steward shall discuss how to obtain such employment as is possible for the Employee(s) facing layoff.
- 16.01.5 If, as a result of the Employer permanently ceasing all or part of the operations, or if by reason of any changes in operating methods, the Employer is permanently unable to provide work for a displaced Employee at the same rate of pay in a comparable class of work, the Employee shall be given four (4) weeks notice. Severance pay shall be four (4) weeks pay at the regular rate of the position last held for the first completed year of service and two (2) weeks additional pay for every completed year of service to a limit of four (4) years.
- 16.02 **Benefits during Layoff**
The Employer agrees to pay the full coverage for a basic health insurance plan for the first six (6) months of a total layoff unless the Employee is eligible for equivalent benefits through other employment.
- 16.03 **Layoff Grievances**
Grievances concerning layoff shall be initiated at Step One of the Grievance Procedure.
- 16.04 **Seniority during Layoff**
Employees on total layoff shall retain seniority for thirty-six months.
- 16.05 **Recall**

- 16.05.1 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 the Employee retains seniority in accordance with Article 13, the Employee affected will be offered the opportunity to fill the vacant position. Recall shall be on the basis of seniority as set forth in Article 13.
- 16.05.2 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 her intention to return to work within one week of receiving the recall notice, she shall forfeit her seniority rights. It shall be the responsibility of the Employee to keep the Employer informed of her current address.

ARTICLE 17 – HOURS OF WORK AND OVERTIME

- 17.01 Hours of Work
- 17.01.1 Full-time hours of work shall be thirty-two (32) hours a week, Monday through Friday. Both parties understand the need for flexibility in scheduling, however it shall be assumed that a thirty-two (32) hour week generally implies four (4) eight-hour days. Employees shall fill in the Time Sheet (LOU #3) and submit it on a weekly basis to the Staff Liaison to be reviewed and verified by the Staff Liaison's signature. Where there is a discrepancy between the Employee and the Employer's information or understanding on the Time Sheet, the Employer shall seek to resolve the matter within five (5) working days. Where such discrepancy is not resolved within that time, the Employer shall provide an explanation in writing to the Employee within one calendar week. Further the Parties agree to update the Monthly Time Sheet (LOU #3) and the Time Bank (LOU #3) the first working day of each month.
- 17.01.2 There shall be one (1) paid hour each day for a lunch period and two (2) fifteen (15) minute paid breaks each 8-hour shift. Such break time (the 90 minutes) shall be prorated up or down depending on the length of the work shift.
- 17.01.3 Working from Home
Working from home is permitted up to a maximum of 25% of an Employee's weekly hours. Notification of time expected to be spent working from home shall be provided by the employee to their Staff Liaison within 24 hours, unless otherwise agreed with the Employer.
- 17.02 Overtime
- 17.02.1 All hours of overtime, greater than the Employee's normal weekly hours up to forty (40) hours shall be compensated at the rate of one (1) hour per hour worked. All hours of overtime over forty (40) hours up to fifty (50) hours per week shall be compensated at the rate of one and one half (1.5) hours per hour worked. All hours of overtime greater than fifty (50) hours shall be compensated at the rate of two (2) hours per hour worked. This compensation may be time off in lieu, or paid time as mutually agreed to beforehand by the Employer and the Employee. The Employee may request either paid time and/or time off in lieu. Such request shall not be unreasonably denied.
- 17.02.2 No more than twenty (20) working days of overtime may be accumulated in one year (Sept. 1 - Aug. 31) and no more than five (5) working days of overtime may be accumulated in any one month. No more than five (5) days of accumulated compensatory time shall be taken at any one time without consent of the Employer. Such consent shall not be unreasonably

withheld. The Employer shall provide the conditions under which accrued overtime can be taken off.

- 17.02.3 While Employees are expected to work on weekends occasionally, Employees shall have the right to refuse to work more than one (1) weekend in any one (1) month.
- 17.02.4 All Employees shall have the right to refuse to work overtime in excess of the amount of hours they are contracted for without being subject to disciplinary action for so refusing.
- 17.02.5 Work related traveling except traveling to regular working hours, shall be considered working time.
- 17.02.6 While Employees are expected to work evenings occasionally, Employees shall have the right to refuse to work more than one (1) evening a week.
- 17.03 For the purposes of this clause, a "week" commences at 12:01 a.m. on Monday and ends at midnight Sunday.

ARTICLE - 18 HOLIDAYS

- 18.01 Statutory Holidays
- 18.01.1 All Employees shall be entitled to all municipal, provincial and federal statutory holidays (New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day), as well as Easter Monday, National Day of Mourning for Killed and Injured Workers, Civic Holidays, December 23 and 24, the working days that fall between Christmas Day and New Year's Day, May Day, International Women's Day, and seven (7) floating holidays chosen at the Employee's discretion and approved by the Employer.
- 18.02 Such holidays shall normally be taken on the day they occur, but individual Employees may substitute these particular days with days of their own choosing provided they give the Employer one week's notice in writing. Employees shall have the right to make such substitutions for any other day in accordance with an Employee's religious, spiritual or cultural beliefs and or practices, including but not limited to:
- Janmashtami, Meraj, Rosh Hashanah, Yom Kippur, Autumnal Equinox, Sukkot, Shemini Atzeret, Simhat Torah, Ramadan, Winter Solstice, Birth of the Bab, Dassehra, Ascension of 'Abdul-Baha, Diwali, Birth of Baha'u'llah, Eid al-Fitr, Day of the Covenant, Ascension of 'Abdul-Baha, Kwanzaa, Salem, Birth of Guru Gobind Singh Ji, 'Id al-Adah, Beltain Lunar New Year, Ashura, Norouz, Vernal Equinox, First Day of Ridvan, Pesah, Passover, Pascha, Shavuot, Martyrdom of the Bab, Summer Solstice, Remembrance Day, the Employee's Birthday.
- 18.02.1 Employees shall also have the right to substitute holidays for vacation time, in which case such time will be added to the Employees' vacation time and shall be taken in accordance with Article 18.02 and 18.03.
- 18.03 In the event that a holiday falls on a day not normally worked, the next day normally worked shall be considered the holiday.
- 18.04 If the holiday falls within the Employee's vacation period, the Employee shall, in addition to their regular paid vacation, receive an extra day's vacation in lieu of such holiday.

ARTICLE 19 – VACATIONS

- 19.01 Entitlement
- 19.01.1 Full-time Employees shall be entitled to five (5) weeks vacation with pay annually, from the date of hire. Part-time Employees shall be entitled to pro-rated vacations with pay in accordance with Article 3.07.4. Term and wage-subsidy Employees shall be entitled to pro-rated vacations in accordance with Appendix 2.
- 19.02 Annual vacation must be spent in the year that it is earned except that a maximum of two (2) weeks per year may be carried forward to the next year and must be taken within the carryover year, unless otherwise mutually agreed upon by Employer and Employee.
- 19.03 The Employee shall submit requests for vacation time in writing to the Staff Liaison no less than two (2) weeks in advance for vacations of five (5) consecutive working days or less, and no less than four (4) weeks in advance for vacations of more than five (5) consecutive working days. The Employer is required to provide a response either approving or denying the Employee's request, in writing, within five (5) business days of receiving such request. Such approval implies that the employer has some control over the scheduling of vacation periods in order to ease the operations through "peak" periods, but that this control shall not be used to deny the Employee the right to an unbroken vacation period should this be desired by the Employee.

ARTICLE 20 – SICK LEAVE

- 20.01 Definition
- 20.01.1 Sick leave is the period of time an Employee is absent from work with full pay by virtue of being mentally or physically ill or disabled, exposed to a contagious disease, or under examination or treatment by a health care practitioner or because of an accident for which compensation is not payable under the Worker's Compensation Act.
- 20.02 Credits
- 20.02.1 Sick days per year shall be earned by Full-time Employees at the rate of one and a half (1.5) days for every month an Employee is employed. Part-time, term, and wage-subsidy Employees shall earn sick leave credits on a pro-rata basis according to their hours of work.
- 20.02.2 The unused portion of an Employee's sick leave may be carried forward to the following year, to a maximum of eighteen (18) days only. No year shall have more than thirty six (36) days accrued sick leave. The Employee may opt to cash out up to 75% of their accrued sick leave at the end of any given year.
- 20.03 Sick Leave Without Pay
- 20.03.1 Sick leave without pay shall be granted to an Employee who does not otherwise qualify for sick leave with pay, provided that there is a reasonable expectation that the Employee is able to return to work within one (1) year of the date of application for sick leave without pay.
- 20.04 Certificate of Illness
- 20.04.1 An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) consecutive working days, or in excess of twenty (20) sick days taken in a year, certifying that she was unable to carry out her duties. The Employer must notify the Employee of their intent to require such a certificate with a minimum of five (5) days notice in the case of an Employee being ill in excess of five (5) days or by the fifteenth day in a year of being sick in the case where the Employer will ask for a certificate to verify illness in excess of twenty (20) sick days in a year. If the Employer requests that the Employee obtain a certificate of illness from a medical practitioner for sick days taken, the Employer shall cover the cost of the certificate. Extensions of timelines shall not be unreasonably withheld.
- 20.05 Medical Appointments
- 20.05.1 Full-time Employees shall be entitled to eight (8) hours (non-accruable) per month, paid time for medical appointments.

ARTICLE 21 – LEAVE OF ABSENCE

- 21.01 Requests
- 21.01.1 With the following exceptions (21.02.5, 21.05.2, 21.07.1(c) and 21.09.1, which shall require thirty (30) days written notice indicating the times and dates being requested), any leaves under Article 21 shall not require any notice, but the Employee shall inform the Staff Liaison as early as possible.
- 21.01.2 Thirteen (13) weeks or one quarter of the length of the leave before the end of the leave an Employee must notify the Employer in writing stating their intention to return.
- 21.02 Union Business
- 21.02.1 The Shop Steward and any bargaining unit member on the Union's Negotiating Team shall have the right to attend negotiating sessions and all meetings in regard to bargaining or negotiations with the authorized Union representative of Local 1281 without loss of pay or benefits. The Shop Steward or her designate may leave her employment temporarily to assist the authorized Union representative of Local 1281 in processing grievances under this Agreement without loss of pay or benefits.
- 21.02.2 The Employer acknowledges that Employees serving as officers of CUPE 1281 may have regular duties to perform on behalf of the Union. Permission for temporary absence to attend to Union duties shall not be unreasonably withheld by the Employer and without loss of pay up to a maximum of fifteen (15) days per calendar year in the bargaining unit.
- 21.02.3 Employees have the right to attend CUPE 1281 annual Convention with pay. Employees shall be entitled to attend Union related functions with pay up to eight (8) days per year.
- 21.02.4 Leave of absence with pay and without loss of seniority shall be granted, upon request to the Employer, to Employees elected to represent the Union at any Union related function. All employees who have been elected to attend Union functions shall be entitled to attend these functions with pay up to fifteen (15) days per year.
- 21.02.5 The GRCGED recognizes its obligation as a progressive organization to ensure that no impediments are placed in the way of an Employee with a desire to pursue positions within the Union or any body to which the Union is affiliated, or who seeks election to public office. An Employee who is considering becoming a candidate for election shall consult with the Staff Liaison about the effect of her candidacy on the workplace, bearing in mind the possible long-term absences. In this circumstance, no seniority credits shall accrue during the period of unpaid leave. Upon return from

leave, the employee shall be credited with the seniority accrued on official record prior to the political leave for a maximum of twenty-four (24) consecutive months. After twenty-four (24) consecutive months the Employee's seniority credits shall lapse automatically and are not redeemable.

21.03 Bereavement Leave

21.03.1 An Employee shall be granted five (5) work days without loss of salary or wages in the case of the death of: a parent, spouse, sibling, child, grandchild, grandparent, parent of spouse, anyone who has been residing in the same household and close personal friends. Where burial takes place more than one thousand kilometres from the place of residence of the Employee, an additional two (2) days leave with pay shall be added to such bereavement leave. In exceptional circumstances, additional leave without pay may be granted.

21.03.2 Compassionate Leave

Upon request, an Employee shall be granted leave with pay of up to 15 working days which may be taken consecutively or separately to attend to an ill dependent, partner, relative, spouse or close friend, at the Employee's request. Where the illness is diagnosed as life-threatening or terminal, an additional 20 working days of leave without pay shall be granted. Request for additional leave without pay shall not be unreasonably withheld.

21.04 Wellness Days

21.04.1 Employees shall be entitled to eight (8) non-accruable Wellness days per calendar year with pay.

21.05 Maternity/Paternity and Adoption Leave

21.05.1 Right to Continue Working

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

21.05.2 Parental Leave of Absence

A leave of absence of up to one year shall be granted at the request of any Employee in order to care for newly-born or adopted children. The Employee shall receive full salary for the first two (2) weeks of a parental leave of absence. The Employee on parental leave shall receive a supplement to her unemployment benefits of a minimum of 10% of her regular wages. The Employee on parental leave is entitled to remain on the Employer's health plan (if any) without change to the Employer's contribution and continues to accumulate vacation allowance.

21.06 Jury Leave

The Employer shall grant leave of absence to an Employee who serves as a juror or witness in any legal proceeding. The Employer shall pay such an Employee the difference between her normal earnings and benefits and the payment she receives for jury service or being a witness, excluding payment for traveling, meals and other expenses to a maximum of five (5) working days per calendar year. The Employee will present proof of service and the amount of pay received.

21.07 Family Leave

21.07.1 The GRCGED recognizes that Employees have responsibilities and commitments involving the family and its well-being. In recognition of this fact, in the case of a personal or family circumstance which prevents the employee from reporting for duty, the employee shall have special family leave with pay as laid out in 21.07.2. Thereafter with respect to any further requests, such days will be provided in a manner consistent with the Emergency Leave provisions of the Employment Standards Act, if any, and will be treated as unpaid leave days for the purposes of the Act.

21.07.2 Full-time Employees shall be entitled to leave of absence with pay for the following:

- a. up to three (3) working days for flood or fire in the Employee's home;
- b. one (1) working day for a formal hearing to become a Canadian citizen for the Employee, spouse, partner or dependent;
- c. one (1) working day for graduation of the Employee, spouse, partner or dependent;
- d. one (1) working day for moving one's household (maximum of one (1) day per year);
- e. up to eight (8) hours per month to attend to the health of a dependent, partner or spouse.

21.08 Incarceration Leave

21.08.1 The Employer agrees to establish a legal fund and contribute \$500 a year from which an Employee can apply to offset legal fees resulting from actions which, at the discretion of the Employer, agree with the GRCGED vision and basis of unity including but not limited to transportation to hearings, child care during hearings, court costs, and lawyers' fees. The fund is not to exceed \$2000. The unexpended portion (if any) of the fund shall remain with the Employer. Such application shall not be unreasonably denied.

21.08.2 Actions Endorsed by the GRCGED:

21.08.2.1 Employees shall be entitled to up to (2) two weeks leave without loss of salary or benefits for a period of time spent in jail as a result of reasonable actions by an Employee undertaken with the purpose of implementing the directions of the Collective, or the directions of a member of the Collective

with the power to direct the Employee. Should such an incarceration extend for more than two (2) weeks the Employer shall grant the Employee leave without pay for the remainder of the incarceration. The Employer shall pay all fines levied on the 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.

21.08.3 Disagreement

20.08.3.1 In the case of disagreement between the Employer and the Employee regarding the legal course of action to be taken, the Employee shall have the final decision on any matters pertaining to signing conditions, entering pleas and legal strategies. The Employer shall not be responsible for additional fines or other costs as a result of a legal decision of the Employee. (for example, if the Employee decides to challenge a fine or ticket and the Employer disagrees and the Employee loses and gets a bigger fine, the Employee will have to pay the difference). The Employee can apply to the legal fund to offset such costs, to make up for lost wages or for other related legal fees as outlined in the fund.

21.08.4 Actions not endorsed by the GRCGED:

20.08.4.1 Employees shall be entitled to up to (2) two weeks leave without pay for time spent in jail for reasons unrelated to the Employer. Employees may be granted additional unpaid leave at the discretion of the Employer. The Employee may apply for assistance from the GRCGED legal fund. Such application for assistance shall not be unreasonably denied.

21.09 Leaves of Absence Without Pay

21.09.1 Leaves of absence without pay are granted under the following schedule:

- a. Employees shall be eligible for such leaves of absence only after two years of service;
- b. Employees shall accumulate the right to 1.5 months leave of absence per calendar year up to a total of six (6) months. All leaves taken under this clause shall be subtracted from the accumulated leave.
- c. In special circumstances, Employees with less than two years seniority may request a leave of absence without pay.
- d. As is the case for all extended 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.

- e. An Employee on an unpaid leave may choose to remain on the Extended Health and Dental Group Benefits Plan (if any) at their own expense.
- f. Employees requesting or claiming leaves of absence shall normally give at least one (1) month written notice. Such notice must include the commencement date and the term of the leave.

21.10 Resignation

- 21.10.1 Unless otherwise mutually agreed to between the Employer and the Union, an Employee who wishes to resign their position shall give twenty eight (28) days notice of such resignation. Two of these days shall be reserved by the Employer in order to allow the Employee to prepare a transition document.

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

- 22.01.1 The Employee shall be paid salaries and wages up to date and every week, in accordance with the attached Schedule A-Hourly Rates of Pay, forming part of this Agreement. Each Employee shall receive with their pay an itemized statement of the wages and deductions for the pay period and year to date figures. Such payment may be made by direct deposit where possible or by cheque.
- 22.01.2 It is understood that where an Employee is instructed to keep books and handle payroll etc. the ultimate responsibility and liability remains with the Employer to ensure correct, up to date and timely execution of such payments, deductions and cheques.
- 22.02 Employees shall, upon written request, receive on the last day preceding the commencement of their annual vacation, all wages which may fall due during the period of their vacation.

ARTICLE 23 – EMPLOYMENT EXPENSES

23.01 Travel Expenses

23.01.1 Kilometrage rates paid to Employees using their own automobiles for the Employer's business, upon approval of Employer, shall be 45 cents per km. If an Employee does not own a car or does not elect to use a personal car, the Employer shall, if requested, provide transportation appropriate to the occasion.

ARTICLE 24 – BENEFITS

- 24.01 Extended Health and Dental Group Benefits Plan
- 24.01.1 The Employer agrees to pay 100 percent of the deductible of this extended health care and dental plan. Any change to the plan shall be agreed to by both parties.
- 24.01.2 The extended health care package shall include a provision for corrective eye wear and coverage for alternative health care practitioners.
- 24.01.3 The Employer agrees that the benefits of the Employee as described in this Agreement shall also apply to her spouse and immediate family members.
- 24.02 Alternate Plan
- 24.02.1 Both Parties to this Agreement understand that it is difficult to secure adequate group benefits such as dental insurance and life insurance given the small size of the bargaining unit. At the same time the Employer shall undertake to investigate any and all avenues towards this end. To this extent, it should be understood that the benefits offered here reflect those contributions the Employer feels it can effectively make in certain areas. Therefore, notwithstanding the above, the Employer may, as per Letter of Understanding #2, in lieu of such benefits plan, opt for an alternate, internal, Employer-funded plan. The plan is to be administered by an Employer Health Plan Committee.
- 24.02.2 \$900 per full-time Employee will be allocated for the plan at the beginning of each fiscal year. The fund is not to exceed \$3000 per full-time Employee. There is a maximum expenditure of \$750 annually per full-time Employee. Acceptable expenses shall include but not be limited to:
- Dental (non-cosmetic), includes annual cleaning
 - Eyeglasses/Contacts
 - Drugs prescribed by a physician or dentist, dispensed by a registered pharmacist
 - Oral Contraceptives
 - Any emergency ambulance services
 - Any type of physical and/or psychological therapy provided by a health-care provider recognized by the relevant federal or provincial authorities
 - Alternative health care
 - Nutritional supplements
- 24.02.3 Emergency Health Plan

In the event of an emergency (defined as injuries resulting from accident; medication costs incurred due to illness etc.), the Employee may draw more than, \$750 up to a maximum of 50% of the excess fund, subject to the approval of the Health Plan Committee. Such approval shall not be unreasonably denied. The used portion of the plan is to be considered a taxable benefit to the Employee (to be added as income on Employees T-4 slip). In the event of layoff or dismissal, the unexpended portion of the fund remains with the Employer subject to Article 20.02.2

24.02.4 Original receipts are to be provided for reimbursement. The Employee will pay the cost up front. All receipts must be submitted within the fiscal year that they apply. If the Employee is dependent on any other plan, that plan is to be considered the primary plan, and this plan the secondary plan. The primary plan must be drawn on first. Any unpaid portions from the primary plan may be submitted for consideration.

24.03 Long Term Disability Group Plan

24.03.1 The Employer shall undertake to investigate any and all avenues towards the end of securing a Long Term Disability Plan. The Employer agrees to administer this Long Term Disability (LTD) Insurance Plan, the premiums for which shall be paid by the Employees. Enrollment in this plan shall be at the discretion of the Employees. If no such plan is feasible, the onus of proof of unfeasibility is the Employer's.

24.03.2 If an Employee has not accumulated enough sick days to cover the waiting period as stipulated in the LTD Insurance Plan (if any) the Employer will extend sick days to cover the waiting period.

24.04 Short-term Disability

Any post-probationary employee on sick leave without pay who is eligible for and receives Employment Insurance (E.I.) sickness benefits shall receive supplemental unemployment benefits equivalent to the difference between the E.I. benefits the employee is eligible to receive and one-hundred percent (100%) of her/his regular weekly wage for up to a maximum of seventeen (17) weeks.

24.05 Registered Retirement Savings Plan Benefit

The Employer shall contribute toward an RRSP or other savings plan, chosen by the Employee, for each Full-time and Part-time Employee. The amount shall be 2% of the Employee's gross annual salary as indicated on their preceding T4 slip). Payroll taxes will not be deducted from the contribution. The Employee will fill out the GRCGED form indicating where or to whom the contribution should be made. The contribution shall be made each February 1st or the last day of employment.

ARTICLE 25 – HEALTH AND SAFETY

- 25.01 The Employer shall make all reasonable provisions for the health and safety of Employees during working hours. This will include a health and safety line in each GRCGED budget and reasonable paid time off for training. The Union, from time to time, may bring to the attention of the Employer any suggestions in this regard and any other suggested improvements regarding conditions of work. The Employer shall inform the Union in writing of any measures they will take or have taken to address these improvements.
- 25.02 If any Employee feels her safety is being compromised or put at risk by the actions of any clients of the Employer, or any visitors to the premises of the Employer, the Employee shall have the right to arrange for the removal of such persons from the workplace, or the right not to be on the premises until the Employer resolves the situation.
- 25.03 The Employer shall also ensure that a complete First Aid Kit is present in the workplace and that at least one Employee and one Collective member have current First Aid and CPR training.
- 25.04 Computer Stations
- 25.04.1 Employees shall have the right to refuse to work at computer stations with video display monitors which emit radiation. and at any workstation that does not conform to ergonomic standards.
- 25.04.2 The Employer agrees to supply computer-screen filters for all Video Display Terminals in the workplace and provide ergonomic equipment for all computer work stations.
- 25.04.4 No Employee shall be required to work in front of a VDT for more than four (4) consecutive hours at a time. No Employees shall be required to do keyboarding for more than two (2) consecutive hours during which they shall have the right to stretch every twenty (20) minutes.
- 25.05 An Employee has the right to refuse hazardous work.

ARTICLE 26 – COPIES OF THE AGREEMENT

- 26.01 The Employer shall print a copy of the Collective Agreement for each Employee and collective member within thirty (30) days of signing, with the costs to be borne by the Employer.
- 26.02 Upon request, the Employer shall provide and pay for a French translation of this Agreement.
- 26.03 In case of disagreement between the English Agreement and the French translation, the English agreement shall be enforced.
- 26.04 The Employer shall provide electronic or braised copies of this agreement upon request to any Employee or collective member who requests it, at the Employers expense.

Article 27 -- Duration

- 27.01 This agreement shall be binding and remain in effect from February 5, 2008 to January 31, 2019. All provisions of this agreement shall be retroactive to February 1, 2015.
- 27.02 There shall be no strikes or lockouts during the life of this Agreement.
- 27.03 Either party to this Agreement may, not more than ninety (90) calendar days, and not less than thirty (30) calendar days prior to the date of expiry, notify the other party, in writing, that it desires to renew and/or amend the Agreement. A meeting shall be held within twenty (20) days, at which time the parties will commence negotiations on the proposed amendments and/or terms of a new Agreement.
- 27.04 Failing agreement by January 31, 2019, this Agreement shall continue in force until a new agreement is executed, or until such time as defined by the Ontario Labour Relations Act, that the parties gain the right to strike or lock out.

SIGNED this _____ Day of _____ 2015 at Guelph, Ontario.

On Behalf of the
Guelph Resource Centre for Gender
Empowerment and Diversity (GRCGED)

On Behalf of Local 1281 of the
Canadian Union of Public Employees

Julia Kilgour, Staff Liaison

Lori Guest, Steward/Bargaining Team

Erin Warren, Collective Member

Lidia Fourcans, Bargaining Team

Shailagh Keaney, Bargaining Team

Mary-Jo Nadeau, Service Coordinator
for CUPE Local 1281

SCHEDULE A – Hourly Rates of Pay

1. From February 1, 2015 to January 31, 2016 there will be a base wage of $\$24.50 + 2.3\% = \25.06
2. The Base Wage shall increase by \$0.50 per year thereafter.
3. COLA provisions apply only to permanent Full-time and Part-time and Term Employees (as defined in Article 3). In order to protect the living standard of these bargaining unit members, the base wage shall also be adjusted annually to reflect increases in the cost of living. The Employer shall raise the salary for all bargaining unit members by the equivalent of the amount by which the rate of inflation increase in any calendar year, based on the Consumer Price Index for Toronto for the previous calendar year. The COLA increase shall be implemented annually on February 1st in addition to, and on top of, the annual \$0.50 adjustment to the base wage. Such increase shall then be reflected in the hourly base wage.

For clarity going forward, the Base Wage calculation at February 1, 2015 (which includes both the \$0.50 annual increase followed by COLA increase) is \$25.06.

For the year 2015 only, all eligible employees shall be provided a one-time lump-sum payment in the amount of this COLA increase retroactive to February 1, 2015 on the first payday following the signing of this Collective Agreement.

Schedule B - Parameters of Work

These are the tasks which belong to the bargaining unit, none shall be contracted out so as to result in the reduction of hours of bargaining unit members.

Administration/ Finance

- office maintenance
- maintaining files and archives
- bookkeeping, banking, payroll
- correspondence
- coordinate the development and maintenance of resource library

Volunteer Coordination

- recruitment, orientation, training, placement, tracking and appreciation of volunteers

Promotion/ Communication/ Networking

- facilitate connections between campus and community groups
- coordinate the production and marketing of pamphlets, newsletters, posters and other promotional materials
- coordinate strategies for working with community and campus media

Project Management

- facilitate the development and implementation of projects
- grant writing, administration and reporting
- orientation, training and supervision of contract grant staff

Collective Training/ GRCGED Planning

- training of collective members
- attending collective, volunteer and committee meetings
- facilitate strategic planning
- facilitate the development of annual goal plan and budget
- facilitate the development of policy

Letter of Understanding #1 Re: Letters of Understanding

The parties understand that any and all Letters of Understanding, Memoranda of Agreement, and Appendices shall form part of this Collective Agreement and are subject to all provisions consistent with this Collective Agreement.

SIGNED this _____ Day of _____ 2015 at Guelph, Ontario.

On Behalf of the
Guelph Resource Centre for
Gender Empowerment (GRCGED)

On Behalf of Local 1281 Collective of the
Canadian Union of Public Employees

Julia (Roslyn) Kilgour, Staff Liaison

Lori Guest, Steward/Bargaining Team

Erin Warren, Collective Member

Lidia Fourcans, Bargaining Team

Shailagh Keaney, Bargaining Team

Mary-Jo Nadeau, Service Coordinator
for CUPE Local 1281

Letter of Understanding #2 Re: Benefits (Alternate Plan)

Notwithstanding Article 24.01, the parties understand that for the duration of the Collective Agreement, the Employee is to make use of the Alternate Benefits Plan as stipulated in Article 24.02.

SIGNED this _____ Day of _____ 2015 at Guelph, Ontario.

On Behalf of the
Guelph Resource Centre for
Gender Empowerment (GRCGED)

On Behalf of Local 1281 Collective of the
Canadian Union of Public Employees

Julia Kilgour, Staff Liaison

Lori Guest, Steward/Bargaining Team

Erin Warren, Collective Member

Lidia Fourcans, Bargaining Team

Shailagh Keaney, Bargaining Team

Mary-Jo Nadeau, Service Coordinator
for CUPE Local 1281

Letter of Understanding #3 – Time Bank Procedures

The Parties agree to use the Weekly Timesheet, Monthly Timesheet and Staff Time Bank (attached) going forward, and that these documents shall be amended from time to time as needed to ensure that they accurately reflect all relevant Collective Agreement Articles. Further, the Employer agrees to expand the Time Bank Procedure to incorporate the Weekly Timesheet into the Monthly Timesheet spreadsheet.

Where any problems in the procedure are identified and/or where any changes to the document may be required, the bargaining unit members and the Staff Liaisons shall meet in a timely manner to find a resolution (including the possible amendment of the documents).

FOR THE EMPLOYER

Julia Kilgour, Staff Liaison

Erin Warner, Collective Member

FOR THE UNION

Lidia Fourcans, Bargaining Committee

Shailagh Keaney, Bargaining Committee

Mary-Jo Nadeau, CUPE 1281 Service
Coordinator

Appendix 1 Job Descriptions

ORGANIZATIONAL COORDINATOR

This is a Full-Time position (32 hours per week), and a schedule of 4 days per week

Reporting: The Organizational Coordinator reports to the Staff Liaison, as assigned
It is understood that coordinating task or ensuring certain work gets done implies delegating appropriate tasks and responsibilities to volunteers and collective members, and, from time to time, coordinating with other staff.

A) SPECIFIC DUTIES

i) Grants

- Coordinate grant-writing for annual university grants
- Provide on-going grant writing support for projects related to GRCGED's vision and basis of unity through individual support and workshops.
- Ensure that grant requirements are met and that proper reports are prepared on time.
- Investigate other granting bodies and fundraising opportunities

ii) Finances

- Ensure bills are paid on time and deposits are made regularly
- Coordinate annual financial training for the collective and finance committee
- Act as a cheque signer
- Support the Finance Committee in understanding, performing and communicating with the Collective on the following aspects of finance:
 - Accounts payable and receivable
 - Monthly account reconciliation and financial statements
 - Year end financial statements and balancing and roll-over
 - Managing cash sales and petty cash
 - Ensuring financial records are organized and maintained on-site
 - Coordinate annual budgeting process
 - Arranging and preparing for audits yearly
 - Promote GRCGED to other organizations for cofounding

The Organizational Coordinator should support the Finance Committee to understanding each of these tasks

- Act as a resource to grant coordinators, working groups, committees and other projects around financial matters

- Provide support as needed on such matters that are the responsibility of the collective, such as weekly payroll, benefits, filing taxes/T4s, source deductions, union dues, RoEs etc.
- Generate monthly financial reports and make them available to the collective
- Prepare for regular audits in accordance with the University of Guelph's Student Organization Policy

iii) Office/Resource Centre

- Ensure that mail, general GRCGED email and voice mail gets sorted, forwarded, responded to, and/or filed, as appropriate
- Ensure that outgoing voicemail message is accurate and updated as needed
- Coordinate good space management in conjunction with Physical Resources and other contractors
- Research and implement improvements in accessibility measures on an ongoing basis
- Ensure regular maintenance of the computers, including virus scans and software updates
 - Ensure maintenance of software subscription and support systems
 - Coordinate server backups on a weekly basis
 - Troubleshoot computer network and equipment problems, with consideration of warranties and per-paid tech-support plans, coordinate computer and network repairs as needed.
- Ensure cash box sheets and other forms are available
- Order and purchase supplies as needed, in accordance with financial policies
- Act as a primary contact for administrative matters
- Be familiar with and ensure the GRCGED is compliant with relevant legislations and policies, including the University of Guelph Student Organization Policy
- Ensure centre usage and stats are kept
- In collaboration with Volunteer and Resources Coordinator, update list of support centres regularly – at least bi-annually
- Coordinate maintenance of GRCGED listservs
- Make sure centre usage statistics sheets are available, completed and processed
- Coordinate backups of the server.

iv) Volunteer Support

- Provide support and act as a resource to working groups, committees and special projects as needed, especially regarding finances, room bookings, policies, partnerships and other areas related to this job description.

- In collaboration with the Volunteer and Resources Coordinator, provide and/or organize goal and strategy sessions for volunteer projects

v) Policy

- Ensure polices are updated and accessible within the center and on GRCGED website.
- Train collective on policies
- Coordinate and facilitate policy development, including reviews of the vision and basis of unity
- Be a resource for working groups, committees and other staff in developing policies

vi) Collective Support

- Organize core workshops that are mandatory for collective members. Ensure that these happen annually
- Ensure accountable facilitation, minute-taking and scheduling of collective meetings
- Offer support to the collective as needed
- Upload and make accessible Collective documents, such as Minutes and financial documents

* Independent of the GRCGED Digital Archiving Project (GDAP), ensure ongoing maintenance of the digital archives by providing timely scanning and uploading of new GRCGED-related documents into the GRCGED Digital Archiving Database (GDAD) i.e., research articles, pamphlets, event posters. This position is not responsible for the duties of the GDAP.

B) GENERAL DUTIES

- Attend and participate in regular volunteer, collective meeting and staff liaison meetings
- Work under the direction of a staff liaison and report to the GRCGED collective.
- Communicate, share information and work collaboratively with other staff, collective members, and volunteers
- Provide supervision to casual, term and wage subsidy Employees working in areas related to the Organizational Coordinator job description as per the Collective Agreement and as per the direction of the Employer's Representative
- Where possible, support the other staff in their work if needed.
- Perform "Office Hour" tasks as needed when the Centre is open, including helping resource centre users and providing confidential peer support to individuals accessing the centre over email, phone and in person during your office hours who are seeking resources and referrals on issues including but not limited to: issues of violence, mental health, physical health, sexual health, parents/childcare, housing, labour/job, academics, oppression, etc.

- Support volunteers in their GRCGED work, skill-building, political development and empowerment.
- Delegate meaningful tasks to volunteers, as long as such tasks do not displace or replace the work of the bargaining unit.
- Provide support and resources to volunteers interested in starting up new initiatives
- Maintain accurate, accessible files and records
- Establish annual priorities and goals for this position through work plans, assessment tools, and staff evaluations with the support of the assigned Staff Liaison.
- When there is a job turnover, train and transition new Organizational Coordinator or provide an exit report when there is no opportunity for training and transition.

D) SHARED RESPONSIBILITIES OF THE STAFF AND THE COLLECTIVE:

- Work within and promote understanding of the GRCGED vision, basis of unity, and policies
- Hold everyone in the space accountable to the vision, basis of unity, and policies
- Maintain and further develop accessibility measures in GRCGED, (including adaptive technology, ergonomic and accessible furniture, centre layout, etc.)
- Ensure that we are and remain relevant and accessible to people who face multiple oppressions, including but not limited to aboriginal people, immigrants, members of non-dominant ethnic, linguistic, religious and/or cultural groups, people of colour, people with disabilities, people living in poverty, queer people, refugees, single and sole-support parents, transgendered, transsexual and gender-queer people and working class people
- Ensure the center is open to the public at least 20 hours a week during the semester, excluding exams and reading week(s).
- Ensure that the centre space is organized, well-maintained and accessible
- Maintain privacy and confidentiality of centre users, volunteers and staff. Ensure that all members understand duty to report responsibilities.
- Act as a community resource regarding matters pertaining to our vision, basis of unity, general culture and context of GRCGED
- Develop annual goals and priorities for the GRCGED's organizational sustainability and framework while remaining accountable to trans-inclusivity, racial diversity and anti-racism, accessibility and other aspects of anti-oppression that are part of GRCGED's vision and basis of unity. Ensure that evaluations of GRCGED's work occurs annually.
- Participate in the creation of the annual budget

Last Amended: July 17, 2015

VOLUNTEER AND RESOURCE COORDINATOR

This is a Full-Time position (32 hours per week), and a schedule of 4 days per week

Reporting: The Volunteer and Resource Coordinator reports to the Staff Liaison, as assigned.

It is understood that coordinating task or ensuring certain work gets done implies delegating appropriate tasks and responsibilities to volunteers and collective members, and, from time to time, coordinating with other staff.

A) SPECIFIC DUTIES

i) Peer Support Coordination

- Ensure workshops on active listening and peer support are provided annually
- Ensure the pamphlet racks and referral posters are up-to-date and accurate
- Research and implement strategies to make GRCGED a safe(r) and more welcoming space.
- Act as a resource and support for the volunteers and other staff doing peer support
- Research and provide referrals and other information in response to people seeking support

ii) Service Provision

- Be available for drop-in or scheduled support for people. Where possible, people should be given immediate support and then referred to other agencies or resources. From time, to time, however, someone may require more support from GRCGED. In this case, the Volunteer and Resource Coordinator may also do the following, on a case-by-case basis:
 - write letters of support for individuals
 - make phone calls
 - accompany centre users to meetings, clinics, hospitals, court, etc. when necessary
 - or other advocacy in consultation with the GRCGED staff liaisons

iii) Volunteer Coordination

- Work with the Collective and the Organizational and Outreach Coordinators to update volunteer policies, procedures and broad volunteer roles.
- Be available to discuss volunteer opportunities with interested volunteers
- Be a primary liaison between the GRCGED and its volunteers
- Twice annually, work with the Outreach Coordinator to organize open houses introducing people to GRCGED
- Organize orientations and trainings

- Provide community specific opportunities
- Coordinate new volunteer centre intake, orientations and training
- Provide opportunities for volunteers to give feedback and evaluation of the centre twice per year
- Provide direction and guidance to volunteers regarding their work in the centre.
- Coordinate core volunteer workshops once per year
- Track volunteer participation and involvement in GRCGED.
- Ensure that volunteer contact info, interests, skills etc. is updated
- Provide accurate, accountable references to GRCGED volunteers
- Maintain privacy and confidentiality of GRCGED volunteers
- Ensure consistent informal individual volunteer appreciation and organize regular volunteer appreciation events
- Suggest and coordinate workshops and trainings for volunteers outside of the core workshops
- Coordinate and prepare for volunteer meetings, including ensuring agenda information is available in advance, facilitators are prepared, rooms are booked; also follow up when needed
- Ensure volunteer meeting minutes are properly typed, distributed and filed
- Ensure that updated policies are available for volunteer access in a variety of formats.
- Create an atmosphere in GRCGED that promotes enthusiasm and feminist engagement through art, resources and poster displays
- Ensure materials such as signup sheets, sign-in/task lists, etc. are available in the centre
- Participate in volunteer recruitment with the Outreach Coordinator at volunteer fairs and other appropriate events
- Encourage and mobilize volunteer's engagement with campus and community advocacy.
- Provide mentorship and support for volunteer-driven groups and projects. Connect volunteers to appropriate resources and or staff, office space, feedback and direction
- Coordinate volunteer involvement in gathering Centre usage information

iv) Events

- Coordinate and support volunteers in organizing GRCGED events
- Act as a resource to working groups/volunteers organizing events, looking for speakers, etc.
- Work with the Outreach and Organizational Coordinator to ensure promotion of GRCGED events.
- Maintain website

- Support volunteer involvement in GRCGED’s social media outlets.

v) Resource Library

- Ensure the library database is up to date and maintained
- Independent of the GRCGED Digital Archiving Project (GDAP), ensure ongoing maintenance of the digital archives by providing timely scanning and uploading of new GRCGED-related documents into the GRCGED Digital Archiving Database (GDAD) i.e., research articles, pamphlets, event posters. This position is not responsible for the duties of the GDAP.
- Contact borrowers for overdue items
- Ensure all volunteers and staff are trained on the resource library and database
- Solicit input for resource purchases
- Order new books, magazines, movies and print new zines to meet the needs of the volunteers
- Work to ensure order, proper labeling and signage of library and that materials are in good condition
- Run one library related event per year
- Foster a book review program
- Solicit resource donations in consultation with the Organizational Coordinator

B) GENERAL DUTIES

- Attend and participate in regular volunteer, collective meeting and staff liaison meetings
- Work under the direction of a staff liaison and report to the GRCGED collective.
- Communicate, share information and work collaboratively with other staff, collective members, and volunteers
- Provide supervision to casual, term and wage subsidy Employees working in areas related to the Volunteer and Resource Coordinator job description as per the Collective Agreement and as per the direction of the Employer’s Representative
- Where possible, support the other staff in their work if needed.
- Perform “Office Hour” tasks as needed when the Centre is open, including helping resource centre users and providing confidential peer support to individuals accessing the centre over email, phone and in person during your office hours who are seeking resources and referrals on issues including but not limited to: issues of violence, mental health, physical health, sexual health, parents/childcare, housing, labour/job, academics, oppression, etc.
- Support volunteers in their GRCGED work, skill-building, political development and empowerment.
- Delegate meaningful tasks to volunteers, as long as such tasks do not displace or replace the work of the bargaining unit.

- Provide support and resources to volunteers interested in starting up new initiatives
- Maintain accurate, accessible files and records
- Establish annual priorities and goals for this position through work plans, assessment tools, and staff evaluations with the support of the assigned Staff Liaison.
- When there is a job turnover, train and transition new Volunteer and Resource Coordinator or provide an exit report when there is no opportunity for training and transition.

D) SHARED RESPONSIBILITIES OF THE STAFF AND THE COLLECTIVE:

- Work within and promote understanding of the GRCGED vision, basis of unity, and policies
- Hold everyone in the space accountable to the vision, basis of unity, and policies
- Maintain and further develop accessibility measures in GRCGED, (including adaptive technology, ergonomic and accessible furniture, centre layout, etc.)
- Ensure that we are and remain relevant and accessible to people who face multiple oppressions, including but not limited to aboriginal people, immigrants, members of non-dominant ethnic, linguistic, religious and/or cultural groups, people of colour, people with disabilities, people living in poverty, queer people, refugees, single and sole-support parents, transgendered, transsexual and gender-queer people and working class people
- Ensure the center is open to the public at least 20 hours a week during the semester, excluding exams and reading week(s).
- Ensure that the centre space is organized, well-maintained and accessible
- Maintain privacy and confidentiality of centre users, volunteers and staff. Ensure that all members understand duty to report responsibilities.
- Act as a community resource regarding matters pertaining to our vision, basis of unity, general culture and context of GRCGED
- Develop annual goals and priorities for the GRCGED's organizational sustainability and framework while remaining accountable to trans-inclusivity, racial diversity and anti-racism, accessibility and other aspects of anti-oppression that are part of GRCGED's vision and basis of unity. Ensure that evaluations of GRCGED's work occurs annually.
- Participate in the creation of the annual budget

Last Amended: July 17, 2015

OUTREACH COORDINATOR

This is a Full-Time position (32 hours per week), and a schedule of 4 days per week

Reporting: The Outreach Coordinator reports to the Staff Liaison, as assigned

It is understood that coordinating task or ensuring certain work gets done implies delegating appropriate tasks and responsibilities to volunteers and collective members, and, from time to time, coordinating with other staff.

A) SPECIFIC DUTIES

i. Outreach

- Network and coordinate partnerships with other local campus and community organizations, especially those which are organized by and/or do work supporting oppressed communities.
- Coordinate promotion of GRCGED services, programs, special events and volunteer opportunities.
- Ensure such promotion happens on and off-campus communities, particularly those who are multiply oppressed, through campus and local media, direct meetings, tabling at resource fairs, clubs days, participation in community events, using available display boards, kiosks, banners, on and off-campus.
- Produce and make available promotional materials about the centre in general, specific events, programs and volunteer opportunities.
- Ensure that GRCGED is recognized and promoted at events that we co-sponsor.
- Twice annually, work with the Volunteer and Resources Coordinator to organize open houses introducing people to GRCGED.
- Develop and implement promotion strategies that specifically speak to people from multiple-oppressed communities, especially those which are under- or un-represented in GRCGED
- Be in contact with similar resource centres in other areas.
- Coordinate GRCGED involvement in collaborative programming with campus and community organizations, especially those which are organized by and/or do work supporting oppressed communities.
- Ensure we recognize any sponsors or granting bodies for our events.

ii. Events

- Ensure traditional days are recognized through events programming i.e. Take Back the Night, Montreal Massacre Memorial, Queer Identities Week, Trans Remembrance Day etc.
- Coordinate GRCGED involvement in collaborative programming with campus and community organizations, especially those which are organized by and/or do work supporting oppressed communities.
- Work with the Organizational Coordinator to ensure good promotion of GRCGED events.

- Ensure Anti-Oppression and Accessibility are met at GRCGED events.
- Provide info and support and resources to people interested in starting up new Initiatives.
- Organize events that are designed to have appeal for both on and off campus communities.
- Represent GRCGED at various on and off campus event planning committees.
- Coordinating logistics for events:
 - Booking accessible spaces
 - Ordering refreshments
 - Coordinating childcare and ASL interpretation as needed
 - Communicate volunteer needs for events in a timely matter
 - Communicate with facilitators, speakers and performers
 - Research and implement accessibility measures for events in collaboration with the Organizational Coordinator
 - Coordinate social media updates

iii. Volunteer Support

- Provide support and act as a resource to working groups, committees and special projects as needed, especially regarding room bookings, partnerships and other areas related to this job description.
- Present outreach information at volunteer meetings and ensure volunteers are informed of upcoming GRCGED events.
- Coordinate outreach training for volunteers in collaboration with the Volunteer and Resources Coordinator such as public speaking and media relations.

B) GENERAL DUTIES

- Attend and participate in regular volunteer, collective meeting and staff liaison meetings
- Work under the direction of a staff liaison and report to the GRCGED collective.
- Communicate, share information and work collaboratively with other staff, collective members, and volunteers
- Provide supervision to casual, term and wage subsidy Employees working in areas related to the Organizational Coordinator job description as per the Collective Agreement and as per the direction of the Employer's Representative
- Where possible, support the other staff in their work if needed.
- Perform "Office Hour" tasks as needed when the Centre is open, including helping resource centre users and providing confidential peer support to individuals accessing the centre over email, phone and in person during your office hours who are seeking resources and referrals on issues including but not

- limited to: issues of violence, mental health, physical health, sexual health, parents/childcare, housing, labour/job, academics, oppression, etc.
- Support volunteers in their GRCGED work, skill-building, political development and empowerment.
 - Delegate meaningful tasks to volunteers, as long as such tasks do not displace or replace the work of the bargaining unit.
 - Provide support and resources to volunteers interested in starting up new initiatives
 - Maintain accurate, accessible files and records
 - Establish annual priorities and goals for this position through work plans, assessment tools, and staff evaluations with the support of the assigned Staff Liaison.
 - When there is a job turnover, train and transition new Outreach Coordinator or provide an exit report when there is no opportunity for training and transition.

D) SHARED RESPONSIBILITIES OF THE STAFF AND THE COLLECTIVE:

- Work within and promote understanding of the GRCGED vision, basis of unity, and policies
- Hold everyone in the space accountable to the vision, basis of unity, and policies
- Maintain and further develop accessibility measures in GRCGED, (including adaptive technology, ergonomic and accessible furniture, centre layout, etc.)
- Ensure that we are and remain relevant and accessible to people who face multiple oppressions, including but not limited to aboriginal people, immigrants, members of non-dominant ethnic, linguistic, religious and/or cultural groups, people of colour, people with disabilities, people living in poverty, queer people, refugees, single and sole-support parents, transgendered, transsexual and gender-queer people and working class people
- Ensure the center is open to the public at least 20 hours a week during the semester, excluding exams and reading week(s).
- Ensure that the centre space is organized, well-maintained and accessible
- Maintain privacy and confidentiality of centre users, volunteers and staff. Ensure that all members understand duty to report responsibilities.
- Act as a community resource regarding matters pertaining to our vision, basis of unity, general culture and context of GRCGED
- Develop annual goals and priorities for the GRCGED's organizational sustainability and framework while remaining accountable to trans-inclusivity, racial diversity and anti-racism, accessibility and other aspects of anti-oppression that are part of GRCGED's vision and basis of unity. Ensure that evaluations of GRCGED's work occurs annually.
- Participate in the creation of the annual budget

Last Amended: July 17, 2015

Appendix 2 Pro-Rating

Pro-rated for part-time, term and wage-subsidy Employees.

Both parties understand that, due to the fact that term and wage-subsidy Employees are generally hired with strict limits on their funding, the GRCGED is unable to pay hours, such as vacation leave above and beyond the amount contracted for. To this end, the following guideline shall be used to ensure that such Employees take their vacation time.

Employees shall be entitled to vacation time pro-rated at 7.5% of the actual hours of their contract (rounded up to the nearest quarter [.25] hour). Vacation time can be compensated as a percentage of each cheque as hours added to the final cheque.

The schedule for hours worked and hours paid is as follows:

Total hours of contract	Vacation entitlement	Actual hours to be worked	Total hours paid
10	.75	9.25	10
30	2.25	27.75	30
32	2.5	29.5	32
40	3.0	37.0	40
100	7.5	92.5	100
125	9.5	115.5	125

Appendix 3 Employment Equity Policy

Because of the vision and basis of unity of the GRCGED, the Employer and the hiring committee must make all reasonable effort to prioritize hiring of candidates from equity groups as defined in Article 15.01 for employment. At the point of recommending a candidate for employment who is not included in Article 15.01, the hiring committee must provide to the Collective, in writing, the details of their efforts and procedures taken to ensure candidates in Employment Equity groups were considered.