

Collective Agreement

between

The College of Biological Science Student Council

and



**Local 1281
of
The Canadian Union of Public Employees**

Expires September 1st 2006

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Definitions

- Employer:** The College of Biological Science Student Council
- Union:** The Canadian Union of Public Employees and its Local 1281.
- Employees:** Those individuals within the bargaining unit as defined in Article 3.
- Spouse:** For the purposes of this agreement spouse designates wife, husband, and heterosexual, lesbian and gay partners who have been cohabiting for a minimum of one year.
- Staff Relations Officer:** A member of the Board chosen to liase and represent the Employer, in cooperation with the chair of the Board.
- Council Grievance Committee:** A standing committee of the Student Council with a maximum of three (3) members who shall be empowered to make binding decisions on behalf of the Council for the purposes of the Grievance Procedure (Article 9) (It is understood that the student council includes the executive.)

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; and to provide for a method for the settlement of any differences which may arise.

Article 2 – Employer’s Functions

- 2.01** The Union recognizes the following functions of the employer: to hire; transfer; promote; demote; relocate; 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. The employer agrees that the onus is on the employer to prove just cause.
- 2.02** The Employer agrees to exercise such functions in a fair, reasonable, and equitable manner, and in a manner which is consistent with other provisions in this Agreement.

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 College of Biological Science Student Council, Guelph, Ontario, excluding, managers and those above.

3.02 Contract Employees

- 3.02.1** Any employee hired on contract for a duration beyond one (1) month is considered a member of the bargaining unit. Contract employment is within the bargaining unit and is subject to all the provisions of this Agreement except that Contract Employees may not grieve termination of employment at the end of the agreed term.

3.02.2 The Employer shall provide the Union with written notice of intent to create a new term employment position at least fifteen (15) working days before job postings are to be distributed. 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 Probation Period

3.03.1 For a period of three (3) calendar months from the beginning of an employee's employment, s/he shall be on probation.

3.04 Performance Evaluations

3.04.1 A written evaluation may be conducted by the employer and if conducted, the evaluation shall be based solely on the job description criteria as agreed to in Appendix 1. The completed evaluation shall be signed by both parties and shall become part of the employee's employment file. Should the employee and the employer not be able to reach an agreement on the evaluation, it may be included in the employment file with a written comment by the employee attached.

3.05 No Contracting Out

3.05.1 In order to provide job security for the members of the bargaining unit, the employer agrees that no duties or services performed by the employees shall be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other person, company or non-unit employee without the consent of the Union.

3.05.2 Prior to considering applicants or prospective contractors outside the bargaining unit, the employer shall notify the Union in writing of the duties which the employer wishes to be performed by employees outside the bargaining unit or by independent contractors. In so doing, the employer shall inform the Union of the duties to be performed, the number of hours of work, and the rate of pay or fee to be paid.

3.06 Retention of Rights and Privileges

3.06.1 Should the employer merge, amalgamate, or combine any of its services or functions with another organization, the employer, through whatever merger agreement might be involved, agrees that all benefits and conditions of employment held by the employees shall be integrated and shall not be adversely affected subject to such work and services being still in place. In such instances, the employer further agrees to ensure that:

1. Employees shall be credited with all seniority rights with the new Employer.
2. All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Employer.
3. All work and services presently performed by members of the Union shall continue to be performed by members of the Union with the new Employer.

Article 4 – No Discrimination/Harassment

4.01 No Discrimination

4.01.1 The Employer agrees that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to any employee or applicant for employment by reason of age; race; creed; colour; place of origin; ethnic origin; citizenship; gender identity; ancestry; native language; political or religious affiliation; beliefs or activities; gender; sexual preference or orientation; marital status; family status; parental status; number of dependents; place of residence; record of offenses except where it relates to a bona fide qualification because of the nature of the employment; Acquired Immune Deficiency Syndrome (AIDS), aids-related Complex (ARC), positive

Human Immune Deficiency Virus (HIV) test; handicap or disability which does not prevent the performance of the duties of a position; Union membership or activity; nor by reason of the exercise of any of the rights contained in this Agreement.

4.02 Tests

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

4.03 No Harassment

4.03.1 The Employer agrees that there shall be no form of harassment or any grounds as listed in Article 4.01 exercised or practiced with respect to any employee or any applicant seeking to become an employee.

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

4.04 Harassment from Representatives of the Employer

4.04.1 Any work-related complaint must be addressed to the Chair of the Board or the Staff Relations Officer or it shall be deemed to be harassment.

4.05 "Harassment-free Workplace" Postings

4.05.1 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 50cm by 50cm, informing all who attend such location that all work locations operated by the Employer are harassment-free workplaces. All such postings shall contain a Union logo, to be supplied to the Employer by the Union.

4.06 No Barrier to Employment Equity

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

4.07 Personal Rights

- 4.07.1 The rules, regulations, and requirements of employment shall be limited to matters pertaining to the duties and obligations of the employees as set out in their job descriptions. Employees shall not be required to perform personal services for supervisors or other representatives of the employer.

Article 5 – Union Security and Label

5.01 Union Membership

- 5.01.1 The employer agrees that all employees, as a condition of continuing employment, shall become and remain members in good standing of the Union during the life of the Agreement.

5.02 New Employees

- 5.02.1 The employer agrees that all new employees shall be informed that a Union Agreement is in effect and to provide a copy to the employee upon commencement of employment.
- 5.02.2 The CUPE Union label shall be displayed on all materials such as posters, leaflets and/or written documents, produced by members of the bargaining unit.
- 5.02.3 The employer shall designate a bulletin board in a prominent location for Union notices, posters and information.

Article 6 – Union Dues

6.01 Check-off

The Employer shall deduct from every employee the amount authorized as Union dues and assessments, once each pay period.

6.02 Dues Receipts

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

Article 7 – Labour/Management Committee

- 7.01 At the request of either party, and within seven (7) days of such request, except during exam time, summer semester and winter break, meetings shall be held between representatives of the Employer and representatives of the Union to discuss any question, excluding grievances, 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.

Article 8 – Union Representation

8.01 Authorization

- 8.01.1 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(s) of the sub-local's steward(s) with whom the Employer may transact business arising from this Agreement.

8.02 Assistance of Representatives

8.02.1 The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees, and /or its Local 1281, in dealing or negotiating with the Employer. Representatives of the Union shall have the right to contact workers at work on matters respecting this Agreements 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 Employer's premises to assist in the settlement of grievances as defined in Article 9.

8.03 Bargaining Committee

8.03.1 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.

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

8.03.3 In the event that either party wishes to meet to negotiate around or amend this Collective Agreement, the meeting shall be held at a time and place fixed by mutual agreement. However, such meetings must be held not later than ten (10) days after the request has been given.

8.04 Technical Information

8.04.1 The employer shall make available to the Union, on request, information required by the Union, such as budgets, financial statements, policy statements, and directives, for collective bargaining purposes.

8.05 Notice to the Union

8.05.1 Where notice or reply to the Union is required in the fulfillment of any clause of this Collective Agreement, such notice shall be in writing to the appropriate steward, with a copy to the President of CUPE/SCFP Local 1281 at *252A Carlton Street suite 302 B Toronto ON M5A 2L1* or appropriate liaisons. Any notice which does not meet this requirement shall be deemed to be null and void.

Article 9 – Grievances

9.01 Definition

9.01.1 A grievance is defined as any difference arising between the employees or the Union and the employer arising out of working conditions or concerning the meaning, application or administration of this Agreement, the Employment Standards Act, 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 or 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 within management's function, involve (a) discrimination on a specified ground foreseen in Article 4, (b) a specified improper motive, or (c) lack of due process. The employer recognizes the rights and duties of Union representatives to prepare, present, and be involved in every aspect of the grievance procedure.

9.02 Grievance Procedure

9.02.1 Grievances shall be dealt with in the following manner:

Step One: Where an employee has a grievance, s/he shall discuss the matter with the Staff Relations Officer or the Chair of the Board of Directors within forty (40) working days after s/he became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to

the grievance. Minutes of such meetings shall be kept. If the meeting is not satisfactory to the grievor or the Union, the grievance may proceed to Step Two or Step Three as appropriate.

Step Two: Where the decision of the employee's supervisor is not satisfactory, the grievance may be submitted in writing to the employer within fifteen (15) working days. The employer shall give its decision in writing to the grievor and the Union within ten (10) working days. If the decision is not satisfactory to the grievor or the Union, the grievance may proceed to Step Three.

Step Three: The Union may refer the matter to Arbitration within fifteen (15) working days of receipt of the decision.

9.02.2 If the Union, an employee, or a group of employees choose not to grieve a particular situation, or withdraw a grievance at any stage, such action or lack of action shall be entirely without prejudice.

9.02.3 The time limits may be extended by mutual agreement.

9.02.4 Where no answer is given by the employer within the time limits specified herein, in the case of Step One and/or Step Two, the grievance shall be deemed to have been settled in favour of the grievor.

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

9.03 Harassment Investigation and Grievances

9.03.1 Cases of harassment shall be considered as discrimination and shall be eligible to be processed as grievances.

9.03.2 Harassment grievances may be initiated at Step Two of the grievance procedure.

9.03.3 No information relating to the grievor's personal background, lifestyle, personal appearance or mode of dress shall be admissible during the grievance or arbitration process.

9.03.4 In situations where the employee would normally be required to deal with the harasser, the Employer shall, upon request and where possible, arrange for alternate work situations.

9.04 Group Grievance

9.04.1 A group grievance, resulting from a consolidation of similar individual grievances seeking common redress, may be initiated at Step Two under Article 9.02.

9.05 Policy Grievance

9.05.1 A policy grievance, defined as involving a question of general application or interpretation of this Agreement, may be initiated at Step Two under Article 9.02.

9.06 Technical Objections to Grievance

9.06.1 No grievance shall be deemed defeated or denied by any formal technical objection. An Arbitrator or Arbitration Board shall have the power to allow any necessary amendments to the grievance, in order to determine the real matter in dispute and to render a decision which s/he deems just an equitable.

9.07 Original Grounds

9.07.1 The Employer agrees not to introduce to the grievance or arbitration procedure any document involving disciplinary action, such as written censures, letters of reprimand, or adverse reports or performance evaluations of which the employee was unaware at the time of filing the grievance.

9.08 Confidentiality

- 9.08.1 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.

9.09 Settlement of Grievances

- 9.09.1 When a grievance has been settled, written documentation shall be made of any agreement reached and shall be signed by representatives of both parties.

Article 10 – Arbitration

10.01 Selection of Arbitrator

- 10.01.1 Where a grievance is referred to arbitration the Union and the Employer shall meet within ten (10) working days of notification of intent to proceed, to select an Arbitrator.
- 10.01.2 Where a single Arbitrator has been agreed upon, 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.
- 10.01.3 Where the Arbitrator does not accept the request to arbitrate, or where s/he is unable to set a hearing within the ninety (90) days stipulated, the Union and the Employer shall meet within (5) days of so being advised by the Arbitrator, to select another Arbitrator.
- 10.01.4 Where the representatives are unable to agree upon a single Arbitrator within five (5) 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 Minister of Labour that s/he appoint an Arbitrator.
- 10.01.5 The parties shall jointly and equally bear the fees and expenses of the Arbitrator.

10.02 Authority of Arbitrator

- 10.02.1 Subject to 9.06.1, 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.
- 10.02.1 Subject to 9.06.1, 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.

Article 11 – Discipline

11.01 Just Cause

- 11.01.1 The employer shall not discipline, suspend, or discharge an employee without just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the Employer. Failure to conform with the provisions of this article shall render the discipline, suspension, or discharge null and void.

11.02 Progressive Discipline Procedure

11.02.1 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 discipline, an employee shall be given a reasonable opportunity to correct the situation complained of.

11.03 Confidentiality

11.03.1 The Employer agrees that all correspondence and meetings relating to discipline procedures shall be kept strictly confidential to the parties directly involved in the investigation and processing of the complaint.

11.04 Meeting

11.04.1 Prior to any consideration of discipline, the Employer shall notify the employee and the Union, in writing, and schedule a meeting to be held within five (5) working days. The notice shall state the reasons for consideration of discipline. Such a meeting shall be attended by the employee involved, the Union Representative and two representatives of the Employer. The Employer must clearly explain,

- (a) what the Employee has done such that discipline may be considered; and
- (b) what is expected of the Employee to correct the problem; and
- (c) the time frame for corrective action.

11.05 Letter of Warning

11.05.1 No discipline may be imposed on any employee who has not first been sent a Letter of Warning. Where a Letter of Warning is sent to an employee, the Union and employee shall be the only parties to receive copies. The Letter of Warning shall state that disciplinary action may be imposed, in accordance with the procedures herein contained, following a repetition of the act or omission which is the subject matter of the complaint and/or, where the complaint concerns the standard of the employee's work, if the employee fails to bring her/his 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.

11.06 Notification of Action

11.06.1 Before imposing discipline, the Employer:

- (i) shall notify the employee and the Union, in writing, of her/his decision to impose discipline, and shall include the reasons for such decision;
- (ii) shall, where the discharge or the suspension without pay of the employee is being considered, delay the imposition of discipline for five (5) working days on request from the Union and/or the employee.

11.07 Gross Misconduct

11.07.1 Notwithstanding the above, but subject to 11.01 it is understood that the Employer may in gross misconduct situations, discipline an employee for just cause without having first issued a Letter of Warning, subject to Articles 9 and 10.

11.08 Employment Files

11.08.1 There shall be only one (1) file which shall be called the employment file. An employee's employment file may contain entries of a disciplinary nature and such files may be deemed to be evidence of progressive discipline which may be used in any directly related grievance and arbitration.

11.08.2 The record of a disciplinary action and matters forming the basis of or raised during such a disciplinary action shall not be referred to or used against an employee after a period of twelve (12) months following such an action (excepting disciplinary action in a situation of harassment). Any time during which an employee is on total layoff shall not be regarded as part of the twelve (12) month period-specified above.

11.08.3 An employee shall have the right at any time to have access to and review her/his employment file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

11.08.4 An employee's employment file shall not be released to any person or organization without the prior written consent of the employee.

11.09 Picket Lines

11.09.1 In the event that any persons involved in any dispute who are members of a bona fide trade Union engage in a strike that is authorized by their Union, and maintain picket lines that are authorized by their Union, the employees covered by this Agreement shall have the right to refuse to cross such picket lines without loss of pay. Failure to cross such picket lines or taking reasonable measures not to handle goods from an employer where a strike or lockout is in effect by member of this Union shall not be construed to be a violation of this Agreement, nor shall it be grounds for any disciplinary action.

Article 12 – Postings, Hiring, and Staff Changes

12.01 Postings

12.01.1 When a vacancy occurs or new positions are created, the Employer shall notify the Union in writing and post notices of the position(s) in a prominent place in the work location affected.

12.02 Union Notification

12.02.1 Subject to 13.01 (a) the Union shall be notified of all appointments, hiring, transfers, layoffs, recalls and terminations of employment in writing at least fifteen (15) days before any of these actions take place.

12.03 Training Period

12.03.1 A training period of one (1) week is to be provided for all new employees to ensure proper introduction to the skills and techniques of the position as outlined by the current job description(s). , If required and requested by the employee, more training shall not be denied. When and where possible, this time is to overlap with the last week of the outgoing employee. The time served for her training period shall form part of the probationary period for the Administrative Assistant position.

Article 13 – Layoffs and Recalls

13.01 Layoff

13.01.1 Any layoff of workers or reduction of personnel within any job classification, shall occur solely when the Employer has demonstrated to the Union that such action is unavoidable due to a financial situation beyond the control of the Employer. Where layoff is considered, the Union shall have access to all budgetary and financial records of the employer to determine the cause for lay off.

13.01.2 Employees being laid off shall be notified in writing at least twelve (12) weeks in advance of the date of layoff. If the employee does not have the opportunity to work her/his regular hours for twelve (12) weeks after notice of layoff, s/he shall be paid for that part in which work is not available.

- 13.01.3 In the event of a layoff notice, the Employer shall meet with the Union steward and/or designate to discuss how to provide such employment as is possible for the employee(s) facing layoff.
- 13.01.4 The work-plan of the office shall be amended to reflect reduced staff numbers. There shall be no increase in work-load for remaining employees subsequent to layoffs.

13.02 Layoff Grievances

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

13.03 Recall

- 13.03.1 Where a vacancy occurs in any position following a reduction of personnel as a result of a lay off, the employee so affected shall be offered the opportunity to fill the vacant position, subject to that employee being qualified to fill the vacant position.
- 13.03.2 Employees being recalled shall be notified in writing, by registered mail, at least one (1) month in advance of the date of the recall. If the employee fails to notify the Employer, in writing, of her/his intention to return to work within one (1) week of receiving the recall notice, s/he shall forfeit her/his rights to recall. It shall be the responsibility of the employee to keep the Employer informed of her/his current address.

Article 14 – Holidays

- 14.01** Employees shall be given the following paid holidays if the employee is working during the time the holiday occurs:
- 14.01.1** International Women’s Day; Victoria Day; Good Friday; Easter Monday; Canada Day; Civic Holiday; Labour Day; Thanksgiving; two non-specific holidays during the summer term, all federal statutory holidays, provincial holidays, municipal holidays proclaimed for the employment area; and such others as are proclaimed holidays by the federal or provincial government. Additional holidays shall be subject to negotiations between the Union and the Employer.
- 14.01.2** Such holidays shall normally be taken on the day they occur. Employees may substitute a day-in-lieu for holiday only on the prior approval of the Employer.
- 14.01.3** In the event that a holiday occurs on a Saturday or Sunday, the Monday following shall be considered the holiday, except where the Saturday or Sunday falls within the Dec. 23 to Jan. 1 period.
- 14.01.4** If the holiday falls within the vacation period chosen by an employee, s/he shall receive an extra day’s vacation, to be chosen by the employee in lieu of such holiday.
- 14.01.5** The Employer recognizes that an employee may, for religious or cultural reasons, wish to observe holidays other than those listed in 14.01. The employee shall be entitled to replace holidays listed in 14.01 with those they wish to observe to an equivalent number of days.
- 14.01.6** Employees shall be given one (1) non-accruable mental health day per month.
- 14.02 Regular Part-time Employee**
- 14.02.1 Regular part-time employees shall be entitled to the above holidays paid on the basis of the employee’s weekly hours of work during the three (3) months of employment prior to the applicable holiday.

Article 15 – Vacations

15.01 Vacations

15.01.1 Vacation entitlement shall be in accordance with Appendix 2 (Wages).

Article 16 – Sick Leave

16.01 Definition

16.01.1 Sick leave is the period of time an employee is absent from work with full pay and benefits by virtue of being sick or disabled, exposed to a contagious disease, or under compulsory quarantine, under examination or treatment of a physician, chiropractor, naturopath, or dentist; or because of an accident for which compensation is not payable under the Workers' Compensation Act to a limit of one (1) day per month to a limit which shall not accumulate above 30 days.

16.02 Sick Leave Pay

16.02.1 No employee shall lose pay or benefits by virtue of being on sick leave. For the purpose of interpretation of this clause, the amount of pay due a part-time employee on sick leave shall be calculated as per her/his hours of work during the three (3) months of employment prior to the commencement of her/his sick leave.

16.03 Sick Leave Without Pay

16.03.1 Sick leave without pay shall be granted to any employee who does not otherwise qualify for sick leave with pay, provided there is a reasonable expectation that the employee is able to return to work within one year of the date of application for sick leave without pay.

Article 17 – Leaves

17.01 Requests

17.01.1 All requests for leave shall be made in writing to the Employer, indicating the time(s) and date(s) being requested. No request for leave shall be denied solely because the employee did not submit her/his request in time.

17.02 Union Business

17.02.1 Upon request at least two (2) working days in advance, employees shall be entitled to leave with pay in order to carry on negotiations with the Employer, or to process a grievance under this Agreement.

17.02.2 Upon request at least two (2) working days in advance, employees shall be entitled to leave without pay in order to process CUPE 1281 grievances not under this Collective Agreement.

17.03 Union Meetings and Conventions

17.03.1 Upon written request at least five (5) working days in advance, leave with pay shall be granted to employees attending the CUPE 1281 Annual General Membership Meeting or Convention. Leave with pay up to a maximum of four (4) working days in a twelve (12) month period shall be granted for attendance at other CUPE 1281 General Membership Meetings or Stewards' Councils.

17.03.2 Upon written request at least five (5) working days in advance, leave with pay shall be granted to employees chosen to represent the Union at any authorized Labour Convention or educational

seminar. Such leave is to be confined to the actual duration of the Convention or educational seminar and the necessary traveling time. Such leave shall not exceed a total of ten (10) working days in the bargaining unit. Leave of absence without pay in excess of the ten (10) working days noted above shall be granted upon written request.

17.04 Jury Leave

17.04.1 The Employer shall grant leave of absence to an employee who serves as a juror or witness in any court. The Employer shall pay such employee the difference between her/his normal earnings and benefits and the payment s/he receives for jury service or court witness, excluding payment for traveling, meals, and other expenses.

17.05 Bereavement Leave

17.05.1 An employee shall be granted, upon request, five (5) regularly scheduled working days leave with pay in the case of pressing family considerations, or the death of a parent, partner, spouse, sibling, child, mother-in-law, father-in-law, grandparent, anyone who has been residing in the same household and close personal friends. Where burial takes place more than one thousand kilometers 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.

17.06 Family Care Leave

17.06.1 Where no one other than the employee can reasonably provide for the needs of an immediate member of her/his family as defined in 17.05 the employee shall be entitled to up to twelve (12) days leave with pay per annum. Should care be required beyond this period, the employee may use her/his own accrued sick-leave credits.

17.07 Maternity/Paternity and Adoption Leave

17.07.1 An employee who gives birth is entitled to thirty (30) weeks paid maternity leave as per the following.

17.08 Right to Continue Working

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

17.09 Parental Leave of Absence

17.09.1 A leave of absence for up to one (1) 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 three weeks of the leave of absence. The employee on parental leave is entitled to remain on the Employer's health plan without change to the employee's or Employer's contributions.

17.10 Unpaid Maternity Leave

17.10.1 In addition to 17.07.1, an employee shall also be entitled, upon request, to an additional two (2) years unpaid maternity leave.

17.10.2 Employees continue to accumulate seniority and receive benefits per this Collective Agreement during the entire period of maternity leave.

17.10.3 Employees shall give at least (2) two weeks notice of the start of maternity leave, and four (4) weeks notice of the date the leave is to end.

17.11 Emergency Leave

17.11.1 In the event of a *bona fide* emergency not covered elsewhere in Articles 16 and 17 leaves without pay of up to three (3) days per year shall be granted upon verbal or written request. The Employer agrees that approval shall not be denied solely because the employee was unable to make a written request before beginning the leave, provided that s/he does so as soon as practicable. In the case of a verbal request, the employee shall obtain written approval as soon as possible, a copy to be forwarded to the Employer.

17.12 General Leave

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

17.13 Time off for Elections

17.13.1 Employees shall be allowed four (4) consecutive hours off before the closing of polls in any federal, provincial, or municipal election or referendum without loss of wages or benefits.

17.14 Return from Leave

17.14.1 Employees returning from leave pursuant to Articles 16 or 17 shall be returned to their former positions, or if the former position no longer exists, shall be returned on terms no less favourable than those enjoyed previous to such leave, at the prevailing rate of pay and with all rights and privileges and benefits as then current in the Collective Agreement.

17.14.2 Employees shall be allowed leave of absence with pay and without loss of seniority for the following reasons:

- | | | |
|----|---|---------------------------------|
| a) | Employee's Marriage | Three (3) working days |
| b) | Marriage of employee's child,
brother, sister or parents | The day of the wedding |
| c) | Serious flood or fire in one's home | Up to three (3) days |
| d) | Formal hearing to become a Canadian citizen | One (1) day |
| e) | Employee's or employee's spouse
or dependent(s) graduation | One (1) day |
| f) | Moving one's household | Maximum of one (1) day per year |

Article 18 – Payment of Wages and Allowances

18.01 Paydays

18.01.1 The Employer shall pay salaries and wages, up to date and biweekly in accordance with Appendix 2. Each employee shall receive with their pay an itemized statement of the salary and deductions for the pay period and year to date figures. Such payment may be made by direct deposit or by cheque.

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

18.02 Pro-rata Pay

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

18.03 Staff Development

18.03.1 The employer agrees that professional development shall include time spent at the CUPE National, Divisional, and Sectoral conferences and that such related costs shall be borne by the Employer.

18.04 Cost of Living Adjustment

18.04.1 The Employer agrees that a Cost of Living Adjustment is a fair way of maintaining the wage level of employees given inflation and the resulting loss in real value of wages. The Union understands that the Employer is bound by an operational budget which is tied to ancillary fees paid by students. As such, the parties agree that should there be a referendum for an increase to such ancillary fees, or in the event that the budgetary constraints are alleviated in any other way, the Employee shall receive an automatic, same-rate percentage increase in wages.

18.04.2 Retroactive increases shall be paid in accordance with Appendix 2 (Wages).

18.05 Days in Lieu Buy Out

18.05.1 Days in lieu shall be scheduled by mutual agreement. In the event that the employee has not taken the days in lieu owing to them, they shall, upon severance or retirement, receive an allowance in lieu thereof equal to such credit at a rate of pay effective immediately prior to severance or retirement.

18.06 Travel Expenses

18.06.1 All employees on authorized travel shall be allowed \$30 *per diem* with receipts. All travel costs incurred while on the Employer's business shall be paid by the Employer. These costs shall either be equal to bus or train fare for distances of less than six hundred (600) kilometers from Guelph, or airfare for distances beyond that limit.

Article 19 – Hours of Work and Overtime

19.01 Hours of Work

19.01.1 An employee is responsible to the Employer for the number of hours for which she is hired, to a maximum appointment of a thirty-five (35) hour week. Employees shall be allowed to set the scheduling of their hours of work with the approval of the local supervisor or supervisors.

19.01.2 The Administrative Assistant shall work (nine hundred and eighty) 980 hours per year. These reduced hours of work shall be implemented in the Spring Semester in accordance with the provisions of Appendix 2 (Wages) attached. In the course of performing the tasks assigned to the Administrative Assistant, weekly hours in excess of 35 hours per week may be worked with the employee's consent. The hours that the Biology House is in operation shall be established by the Administrative Assistant before each semester.

19.01.3 Employees engaged in any of the following types of duties shall be deemed to be in the direct employ of the Employer:

- (i) attending at and participating in National Educational Schools held outside an employee's regular working hours (Article 17);
- (ii) performing Union business (Article 17);
- (iii) travel time (Article 18);
- (iv) attendance at a CUPE National Convention (Article 18.03);
- (v) any additional training held outside an employee's regular working hours;

19.01.4 Notwithstanding Article 19.02, clause (iii) above shall be paid at an employee's hourly rate of pay.

19.02 Overtime

19.02.1 Overtime shall be worked on a voluntary basis with the prior approval of the employee's immediate supervisor. The employee's agreement to work overtime may not be unreasonably withheld.

19.02.2 Overtime shall be compensated for employees who have worked in excess of their regular hours past the maximum 35 hours in a given week as follows: i) at hours equal to the number of hours worked in excess of their regular hours past the maximum 35 hours up to (10) ten hours; ii) at hours equal to one and one half the number of hours worked in excess of regular hours past the maximum 35 hours greater than ten (10) hours but not greater than (20) twenty hours, iii) at hours equal to double the number of hours worked in excess of the regular hours past the maximum 35 hours greater than twenty (20) hours. For clarification:

In a given week:

up to 35 hours	= Regular
between 35 hours & 45 hours	= Regular
between 46 hours & 55 hours	= Time and a half
between 56 hours & 65 hours	= Double time

19.02.3 Overtime shall be compensated for either by mutually agreed time off in lieu of overtime pay or, if mutually agreed to, by overtime pay. In the event that mutual agreement regarding compensation cannot be reached, the local supervisor shall have the right to direct the employee to take such time off.

19.02.4 For the purposes of this clause, a "week" commences at 12:01 a.m. on Monday and ends at midnight Sunday.

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

19.03 Breaks

19.03.1 Each employee is entitled to two separate fifteen (15) minute paid breaks during the work day. The employee is also entitled to a half-hour paid lunch break provided the office is kept open. Lunch break is unpaid if the office is closed, unless such closure is for the purpose of Union Business as per 8.02.1 and 8.03.1.

Article 20 – Severance Pay

- 20.01 If, as a result of the Employer ceasing part or all of the operations, or if by reason of any changes in operating methods, the Employer is unable to provide work for a displaced employee at the same regular rate of pay in a comparable class of work, the employee shall be given thirty (30) days' notice and severance pay on the basis of two (2) week's pay for every year of completed service to the Employer, to a limit of sixteen (16) years.
- 20.02 For the purpose of implementing this Article, an employee who is laid off with no recall date, or whose recall date is more than a year from the date of layoff, or who is laid off and whose recall date is canceled, shall be considered terminated.

Article 21 – Job Descriptions and Reclassification

- 21.01 Job descriptions are set out in Appendix 2. They shall not be changed, nor shall new regular duties beyond those specified be added to an employee's job without the agreement of the Union.
- 21.02 Where, during the term of this Agreement, the Employer wishes to create a new bargaining-unit position not covered by Appendix 2 or revise a current one, the job description for that position, including the rate of pay for the position, shall be subject to negotiation between the Employer and the Union. Should the Parties be unable to reach agreement, the job description may be submitted to Arbitration in accordance with Article 10.

Article 22 – Employee's Right to Participate

- 22.01 Desiring to maintain participation in the Employer's operations over and above the participation provided for in the job descriptions, the Employer agrees that all meetings of its Board of Directors, its sub-committees, commissions, and committees, with the exception of those meetings which deal with contract negotiations, 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.

Article 23 – Technological Change

- 23.01 No Dismissal**
- 23.01.1 No employee shall be dismissed or suffer any other reduction in her/his hours of work, because of mechanization or technological changes. An employee who is displaced from her/his position by virtue of technological change or improvements shall suffer no reduction in normal earnings and shall be given the opportunity to fill other vacancies according to seniority.
- 23.02 Training**
- 23.02.1 In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by an employee or employees under the present methods of operation, the Employer shall provide training for the employee(s) affected, at the Employer's expense.

Article 24 – Benefits

- 24.01 Parking**
Parking within a reasonable walking distance to the work site shall be provided by the employer. The cost of parking shall be borne solely by the employer and is not a taxable benefit to the employee.
- 24.02 Canada Pension Plan**
- 24.02.1 The Employer agrees to pay the Employer's contribution to the Canada Pension Plan, the employee's contribution to be deducted from the weekly payroll of each employee.

24.03 Workers' Compensation Board

24.03.1 The Employer agrees to pay the Employer's contribution to the Workers' Compensation Board, the employees' contribution to be deducted from the weekly payroll of each employee.

Article 25 – Health and Safety

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

25.01.1 If any employee feels her/his 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.

25.01.2 The Employer shall ensure that at least two employees have First Aid training with any training fees to be paid by the Employer and training hours counted as hours of work. The Employer shall also ensure that a First Aid Kit is present in each Employee workstation.

25.02 Computer Stations

25.02.1 Employees shall have the right to refuse to work at computer stations with video display monitors which emit radiation.

25.02.2 The Employer agrees to supply computer-screen filters for all Video Display Terminals in the workplace.

25.02.3 In purchasing new or replacement computer station equipment, the Employer shall ensure that emission levels from VDT equipment do not exceed those allowed by current Ontario governmental standards and shall ensure that other computer station equipment adequately provides for the comfort and health of the employee.

25.02.4 No employee shall be required to work in front of a VDT for more than four (4) consecutive hours at a time.

Article 26 – Present Conditions and Benefits

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

Article 27 – Copies of Agreement

27.01 Employer Provides Copies of Agreement

27.01.1 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and her/his rights and duties under it. The Employer agrees to provide every employee with a copy of the Agreement at the Employer's expense.

Article 28 – No Strikes or Lockouts

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

Article 29 – Duration of Agreement

29.01 This agreement shall continue in effect from September 1st, 2004 until September 1st, 2006. Either party to this Agreement may, not more than one hundred and twenty (120) days prior to August 1st, 2006 present the other party, in writing, proposed terms of a renewal of this Agreement and/or amendments to the Agreement. A meeting shall be held within twenty (20) days, at which time the parties shall commence negotiations on the proposed amendments and/or terms of a new agreement.

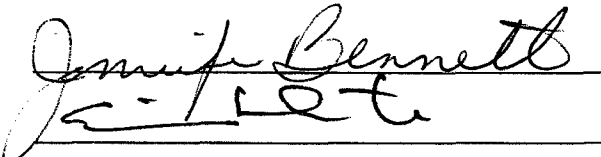
29.02 Failing agreement by September 1st, 2006, this Agreement shall continue in force until a new agreement is executed, or until such time, as defined by the Ontario Labour Relations Act, as the parties gain the right to strike or lock out


In witness thereof, the Parties hereto have caused this Agreement to be signed by its duly authorized representatives in Guelph.

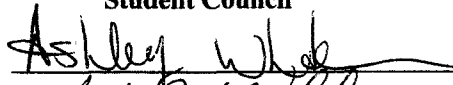
SIGNED this 20th Day of MARCH 2006 at Guelph, Ontario.

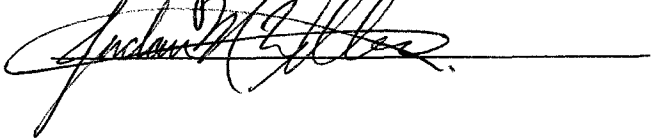
On Behalf of Local 1281
Of the Canadian Union of Public Employees

On Behalf of
The College of Biological Sciences
Student Council









Appendix 1 - Job Description

Administrative Assistant for the College of Biological Science Student Council

- .. To manage the exam bank: ensure its proper use by students, maintain an organized filing system, update exams as they come in, periodically check that exams have not gone missing.
- .. Provide and pass along information to the executive as needed: deliver phone messages, check the organizational e-mail account, pick up and file mail from McNally House (three times per week), keep the executive aware of concerns students bring to Biology House.
- .. Sell any merchandise which is available at Biology House.
- .. Maintain general cleanliness at Biology House: ensure people remove their shoes, the office is clean and the common area is free of any obvious garbage and water the plants.
- .. Ensure the security of Biology House by locking all doors appropriately each night.
- .. Maintain notice boards and resource area
- .. Assistance in co-ordinating and promoting Biology House: the college and special events.
- .. Assisting in policy formation and implementation.
- .. Act as a liaison between the executive and students: answer questions or refer students to appropriate person, assist students with Biology House services.
- .. Act as a liaison with the student associations: reporting messages, meeting times, and contact information to the executive and to the associations.
- .. General upkeep of office equipment (phone, photocopier, fax machine, computer) : reporting problems, contacting appropriate repair person, and basic maintenance (changing toner cartridge).
- .. Maintain a balanced petty cash, photocopy account, and merchandise account by completing and submitting the proper documentation. Maintain accounts receivable and accounts payable. The employer is ultimately responsible for all accounts payable and receivable, including all bank accounts.
- .. Keep the office supplies at Biology House well stocked: buy coffee, order paper, pens, etc.
- .. To report to the executive via email or personal contact, to touch base with what is going on, and to discuss any concerns or comments.
- .. To help the executive in any other college related duties they may request (i.e. promotions, letter writing/sending, planning, etc.).

It is understood that the emphasis placed on the tasks in this job description may vary from time to time. The Employer shall set priorities in discussion with the Administrative Assistant. The Employer agrees however, that it is not the responsibility of the Admin. Assistant to cater to the personal needs of the Employer, including, but not limited to, making coffee, running personal errands.

Appendix 2 -Wages

Payroll Structure for the CBSSC Administrative Assistant -

2004/05 Retroactive pay adjustment:

The Employee shall receive the following amounts reflecting retroactive pay adjustments for the 2004/05 year:

\$1164.00 *retroactive pay adjustment*

+\$69.84 *6% vacation pay on retroactive pay adjustment*

\$1,233.84 *Total retroactive compensation for 2004/05*

For 2005/06:

Effective September 1 2005:

The hourly rate shall be \$12.2857.

Payroll structure:

<i>Semester</i>	<i>Time Period</i>	<i>Hours/Wk.</i>	<i>Hours/Sem</i>	<i>Rate/Hr</i>	<i>Annual Salary</i>
<i>Fall:</i>	<i>14 weeks</i>	<i>35</i>	<i>490</i>	<i>\$12.2857</i>	<i>\$6020.00</i>
<i>Winter:</i>	<i>14 weeks</i>	<i>35</i>	<i>490</i>	<i>\$12.2857</i>	<i>\$6020.00</i>
<i>Spring:</i>	<i>On Layoff (see below)</i>				

Total salary Sept. 1/05 - August 31/06 ***\$12,040.00***

Vacation pay in addition to all amounts: 6%

Salary shall be divided into 19 equal biweekly payments of \$633.68, commencing with the biweekly pay period for the weeks commencing with the first Monday after Labour Day.

Vacation pay (6%) shall be calculated biweekly and added to each pay cheque.

The office will be closed for 3.2 weeks between the Fall and Winter semesters, and will close the Friday prior to Victoria Day to reopen the first Monday following Labour Day.

Notwithstanding Article 13, the Employee will be laid off for the period commencing at the end of the Friday prior to Victoria Day, and shall be recalled to work to commence on the first Monday following Labour Day. The Employee shall be given notice of the recall, including the date of the recall, at the time of the layoff.

In the event that the Employer requires that work be performed during the period of layoff described above, the Employer agrees that the laid off employee has the first right of recall with respect to such work, which shall be remunerated at the hourly rate set out in the payroll structure above. Failure by the employee to accept such recall does not affect the employee's right to be recalled for the first Monday following Labour Day.

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 20th Day of MARCH 2006 at Guelph, Ontario.

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

On Behalf of
The College of Biological Sciences
Student Council

