

COLLECTIVE AGREEMENT

between

**THE GRADUATE STUDENT SOCIETY OF THE
UNIVERSITY OF WINDSOR**

(hereinafter referred to as the "Employer")

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1281-29**

(hereinafter referred to as the "Union")

Term: March 1, 2026 to February 28, 2029

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Definitions

Term Employee

Any Employee who is hired for six months or longer or to replace temporarily a bargaining unit member on leave of absence as approved by the union, (see article 3.03 and 3.06).

Casual Employee

Any Employee hired for a specific project or purpose for a period of less than six months, or longer if approved in writing by the Union, (see article 3.04).

Full-Time Employee

Any Employee who is has been hired for a permanent position of thirty-five hours or more per week and has passed their probationary period.

Part-Time Employee

Any Employee who has been hired for a permanent position of fewer than thirty-five hours per week and has passed their probationary period.

Probationary Employee: See Article 12

Bargaining Unit Member (hereinafter referred to as Employee) Includes:

- Term
- Part-time
- Full-time
- Probationary Employees plus those employees on layoff of less than thirty-six months. Bargaining unit member does not include Casual Employees.

Spouse

For the purposes of this Agreement spouse designates wife, husband, cohabiting heterosexual, cohabiting same-sex partners.

Day

Refers to a calendar day.

Working Day

Refers to an Employee's normal working day.

In Writing

For the purposes of this Agreement the term "in writing" shall refer to email with attachment.

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and its' Employees represented by the Union; to define clearly the hours of work, rates of pay, and conditions of work; to provide for an amicable method of settling differences which may arise; to promote the mutual interest of the Employer and its Employees.
- 1.02 Collective bargaining process shall involve two negotiating teams; one to represent the staff and one to represent the Employer. Each team will be comprised of three people, with no more than one member of any local chapter's the Employer Executive Members on the Employer's team.
- 1.03 Each chapter may have a member on the Agreement committee which is empowered to come to an agreement on behalf of the Employer. An effort shall be made to have gender parity on this committee and to ensure representation of members from marginalized communities as outlined in 13.01.2. Three members of this committee shall form the negotiating team for the Employer.

ARTICLE 2 - EMPLOYER'S RIGHTS

- 2.01 The Union recognizes the right of the Employer to hire, transfer, suspend, lay-off, classify, maintain order and efficiency, to discipline or dismiss an Employee for just cause, and to establish and enforce working rules, subject to the consultation and grievance procedures.
- 2.02 The Employer agrees to exercise such rights in a fair, reasonable and equitable manner, and in a manner which is consistent with the provisions of this Agreement.

ARTICLE 3 - RECOGNITION

3.01 **Definition**

The Employer recognizes CUPE 1281 as the exclusive bargaining agent for all its Employees, except Casual Employees.

3.02 **Full-time and Part-time Employment**

- 3.02.1 The Employer and the Union share the objective of providing Full-time employment and job security to the extent that it is possible.
- 3.02.2 Each chapter will append to this Agreement a job description (including hours) for each permanent position.

3.02.3 The job positions appended as per 3.02.2 may not be changed or eliminated without the permission of the Union. Such permission 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 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, received an evaluation, and who is hired again (under Article 13) 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 local's Employees in writing of the duties which the Employer wishes performed, the hours of work and the rate of pay.

3.05 **No Other Agreements**

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.

3.06 Replacement of Employees

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.

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 not covered by this Agreement, except as provided for in Articles 3.03 and 3.04.
- 3.07.4 The Union agrees that there shall be no strikes so long as this Agreement continues to operate, and the Employer agrees that there shall be no lockouts as long as this Agreement continues to operate. The terms "strike" and "lockout" shall be the meaning given to them in the Labour Relations Act.

ARTICLE 4 - DISCRIMINATION/HARASSMENT

4.01 No Discrimination

- 4.01.1 The Employer agrees that there shall be no discrimination or harassment exercised or practiced with respect to any Employee or applicant for employment by reason including but not limited to age; race; creed; colour; place of origin; ethnic origin; citizenship; ancestry; political or religious affiliation; gender; sex; sexual preference, orientation or identification; marital status; family status; class; place of residence; record of offences except where it relates to bona fide employment qualifications; Acquired Immune Deficiency Syndrome (AIDS), AIDS-related illness, 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.
- 4.01.2 No Employee or applicant for employment shall be required to submit to a lie detector test, blood test, or any other test for illness or drug dependency.
- 4.01.3 The parties agree that Employees in same-sex relationships whether through marriage or common-law shall be deemed to have the same marital and family

status and benefits as Employees who are married or in common-law relationships with respect to all matters covered by this Agreement.

4.01.4 Where an Employer deems it necessary for the operation of the chapter that an Employee shall have a specified level of competence in French and/or English, such requirement shall be deemed non-discriminatory.

4.01.5 Where an applicant is hired under article 13.05 such hiring shall be deemed non-discriminatory.

4.02 **No Harassment**

4.02.1 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 as per 4.01.1.

Harassment in the workplace includes threats or a pattern of aggressive, or insulting behaviour by a person in the workplace, where the person knows or reasonably ought to know that his or her behaviour is likely to create an intimidating or hostile workplace environment. Further, harassment shall be defined as any vexatious comment or conduct that is known or should reasonably be known to be unwelcome, such as:

- (i) Unwelcome remarks, jokes, innuendos, or taunts about a person;
- (ii) Insulting gestures or practical jokes of a nature which cause awkwardness or embarrassment;
- (iii) Offensive comments and/or actions which demean, humiliate or threaten an individual or group;
- (iv) Displaying or distributing pornographic, pin-up pictures, graffiti or other offensive pictures or written material;
- (v) Leering (suggestive staring);
- (vi) Refusing to talk to, or work with, a person by reason of any of the prohibited grounds;
- (vii) Demands for sexual favours or unwanted sexual overtures;
- (viii) Unnecessary physical contact, such as touching, patting or pinching;
- (ix) Sexual assault;
- (x) Physical assault;
- (xi) Reprisal or threat of reprisal against any grievor, witness or any person involved in the investigation of a grievance under this Agreement.

Should the Employer fail to act to prevent or halt harassment towards an Employee or the Union, the Union will also deem the inactions of the Employer as a violation of the Employer's obligation to create and foster a workplace that is free of harassment.

4.02.2 **Sexual Harassment**

Sexual harassment shall be defined as:

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

4.02.3 **Gender Harassment**

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

4.02.4 **Racial/Ethnic Harassment**

Racial/ethnic harassment shall be defined as offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of race, creed, colour, place of origin, ethnic origin, citizenship and/or ancestry, but which may not be sexually motivated.

4.03 **Harassment-Free Workplace Postings**

All locations in which Employees regularly perform duties shall have posted, in a prominent location, a sign with measurements at least 50 cm by 50 cm, informing all who attend such location that such 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.

4.04 **Harassment from Board Members/Members of the Employer Group**

Harassment from a member of the management or a Board of Director and/or a volunteer of the Employer group shall be defined as complaints not related to work performance, or any offensive comment and/or action which demeans an individual or causes personal humiliation to the member. Any complaints about Employees shall be directed to the Employer's representative or else will be considered harassment.

4.05 **Personal Performance Harassment**

Any work-related or performance complaint expressed in a public forum or not addressed to the immediate supervisor of an Employee, whether expressed by management, a duly elected or appointed member of the Employer or Board of Director shall also be defined as harassment.

4.06 **Bullying**

By definition, bullying is repeated, persistent and aggressive behaviour directed at an individual (or individuals), that is intended to cause (or should be known to cause) fear and distress and/or harm to another person's body, feelings, self-esteem or reputation.

It is recognized that bullying and harassment can often be related. Any behaviour that can be identified as bullying will not be tolerated.

ARTICLE 5 - UNION SECURITY

5.01 **Union Membership**

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.

5.02 **New Employees**

The Employer agrees to inform all new Employees that this Union Agreement is in effect and to provide a copy to the Employee upon commencement of employment and arrange for communication between each new Employee and the shop steward.

5.03 **Union Dues**

The Employer shall deduct from each salary payment to each Employee Union dues and/or assessments at the rate of 2.25% or at a rate as provided by the Union in writing. The amount of such dues and/or assessments shall be certified to the Employer in writing by the Secretary/Treasurer of the Union. Such dues and/or assessments, and a list of Employees (including employee contact information) from whom the deductions were made shall be forwarded to the Secretary/Treasurer of the Union (#25 Wood Street, Suite 102, Toronto, Ontario M4Y 2P9) not later than the fifteenth of the month following the month in which the dues and assessments were deducted.

5.04 **Union Security**

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. 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.

5.05 **Union Label**

To make the general public more aware of the benefits of the unionized workplace, the CUPE union label shall be displayed as prominently as possible throughout the office. The union label shall include the designation CUPE Local 1281 and shall be included in printed materials and correspondence prepared by members of the bargaining unit. A sign shall be posted in the work premises stating the following, "This is a Union workplace of CUPE.

5.06 **Employee List**

The Employer will provide a list of all 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 bargaining unit member contact list shall be submitted to the Local Union's office via postal mail and via electronic mail to president@cupe1281.ca within the timeline. On an annual basis during the month of May the Employer will provide the Union an up to date contact list of all Employees and their up to date contact information.

ARTICLE 6 - LABOUR/MANAGEMENT COOPERATION

- 6.01 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 Members, its sub-committees, commissions, and committees, shall remain open to all Employees save and except when the Employer Executive members or its committees meet to deal with staff evaluations, the Employer Executive Members self-evaluations, contract negotiations, grievances or disciplinary proceedings, in which case the Directors may choose to meet in camera.
- 6.02 Management responsibility lies solely with the Employer but permanent full-time bargaining unit staff may be placed in a supervisory position but not including (hiring, firing and discipline) over Term Casual Employees with the mutual agreement of the permanent staff member and the Employer.
- 6.03 The Employer and the Union agree to undertake ongoing education for Board members and Employees regarding this Agreement.

6.04 **Notice to the Union**

Where notice or reply to the Union is required in fulfilment of the obligations of any clause of this Agreement, such notice shall be in writing to the shop steward, with a copy to the President of CUPE/SCFP Local 1281 at #25 Wood Street, Suite 102, Toronto, Ontario M4Y 2P9.

ARTICLE 7 - COMMITTEES

7.01 **Union Representation**

7.01.1 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) and members of the Local's Executive Committee with whom the Employer may transact business arising from this Agreement.

7.01.2 The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees in dealing or negotiating with the Employer. Upon three (3) working days written notice, such representatives shall have access to the Employer's premises in order to assist in the settlement of grievances as defined in Article 8, provided such access shall be granted only in the presence of a representative of the Employer.

7.02 **Bargaining Committee**

7.02.1 Any representative of the Union on the Bargaining Committee who is employed by the Employer shall have the right to attend negotiating sessions without loss of remuneration. Payment of wages for bargaining shall be paid through a provincial budget line.

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

7.03 **Technical Information**

The Employer shall make available to the Union on request information re job descriptions, positions in the bargaining unit, job classifications, wage rates, pensions and welfare plans and other technical information and reports required for the purposes of collective bargaining. The Union shall make available to the Employer on request any technical information that the Union has, which may be required for the purpose of collective bargaining.

ARTICLE 8 - GRIEVANCES

8.01 Definition

A grievance is defined as any difference between an Employee or the Union on the one hand, and the Employer on the other hand, concerning the interpretation, application or administration of this Agreement.

8.02 Grievance Procedure

8.02.1 Grievances shall be dealt with in the following manner:

Step One: When an Employee believes s/he may have a grievance, s/he shall discuss the matter with a representative of the Union (steward, local executive, staff) in order to put together a written fact sheet of the specific details of the grievance. The Union shall have twenty-one (21) days after they become aware, or reasonably ought to become aware, of the occurrence the circumstances giving rise to the grievance, to discuss the grievance with a representative of the Employer. If the meeting is not satisfactory to the Union, the grievance may proceed to Step Two.

Step Two: If the decision of the Employer is not satisfactory to the Union, a grievance shall be submitted in writing to the Employer within fourteen (14) days following the step one meeting. The written grievance shall state the details and nature of the grievance and specify the provisions of the Agreement which have been violated; as well, the grievance shall specify the remedy sought by the Union. Within seven (7) days of receiving the grievance a representative of the Employer shall meet with the grievor and a representative of the Union. If the Union requests it, the Employer shall provide a mutually agreed upon mediator.

Step Three: Failing settlement under Step 2, the Union may submit the grievance and present the case to the next meeting of the Employer. The Employer will deliver the decision of the Employer Executive Members and submit it in writing within seven (7) days to the Union, with a copy to the grievor.

Step Four: If the grievance is not resolved at Step Three, the Union may refer the matter to Arbitration within twenty-one (21) days of the receipt of the decision of the Employer Executive Members referred to in Step Three.

8.02.2 If the Union chooses not to grieve a particular situation, or withdraw a grievance at any stage, such action or lack of action shall not prejudice other grievances. A record of all grievances shall be kept. Such records shall be available for use in the review of grievances if mutually determined to be relevant by the Employer and the Union.

8.02.3 The time limits may be extended by mutual agreement.

8.02.4 Where no answer is given within the time limits specified herein, the grieving party

shall be entitled to proceed to the next step of the Grievance Procedure.

8.02.5 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 Two.

8.02.6 **Confidentiality and Limits to Discussions**

The Employer recognizes the principle of confidentiality. The identity of any grievor(s), and the fact and substance of any grievance shall only be discussed with the Union's representative and/or the Union's President, the Grievor and the Employer's representative. In addition, after a grievance has been initiated by the Union, the Employer will not discuss the grievance with the Grievor, without an additional representative of the Union being present.

8.03 **Harassment Investigation and Grievances**

8.03.1 An Employee who alleges s/he has been harassed or who is accused of harassment may submit a grievance under the normal grievance procedure and/or notify the Employer of a complaint and request an investigation. All grievances filed alleging a violation of this article shall be submitted by the Union at Step Two of the grievance procedure.

8.03.2 Regardless of whether a grievance is filed, an investigation shall happen. The Employee or Employees involved shall be entitled to representation by the Union. The Employer and the Union shall appoint an agreed upon neutral third party to handle the investigation who would have the authority to recommend discipline. The investigation process shall take no longer than fourteen {14} days. The Employer shall then decide what action shall be taken. The Employee and the Union shall be informed of the decision within seven (7) days of the last meeting. Wherever possible, proceedings and results shall be kept in the strictest confidence.

8.03.3 The grievor shall be offered counselling 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/his employment situation.

8.03.4 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.

8.04 **Group Grievance**

A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step Two under Article 8.02.1

8.05 Policy Grievance

A policy grievance, defined as involving a question of general application or interpretation of this Agreement, may be initiated at Step Two under Article 8.02.1.

8.06 Confidentiality

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

8.07 Absence from work shall be permitted where it is required in connection with the handling of a grievance. Time spent in handling grievances shall be considered time worked.

ARTICLE 9 - ARBITRATION

9.01 Where a matter is referred to arbitration by the Union or the Employer concerning any grievance or any other matter, including any question as to whether a matter is subject to arbitration, the Union and the Employer, herein after referred to as "the parties", shall each appoint a representative within fourteen (14) days of notification of intent to proceed to arbitration.

9.02 The parties shall confer within fourteen (14) days of appointment for the purpose of selecting a single arbitrator.

9.03 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.

9.04 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.

9.05 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 two representatives shall confer within two (2) days of being so advised by the arbitrator, and shall select another arbitrator.

9.06 Where the representatives are unable to agree upon a single arbitrator within seven (7) days of conferring for that 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 Ontario Federation of Labour that they appoint an arbitrator.

9.07 The parties shall jointly and equally bear the fees and expenses of the arbitrator.

9.08 **Arbitrator Authority**

9.08.1 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 mutually agreed to and attached to the 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.

9.08.2 The decision of the arbitrator shall be final and binding on the parties.

9.08.3 In the case of an Employee who has been found to have been suspended or discharged without just cause, s/he shall be reinstated and have all rights and benefits restored.

9.08.4 Nevertheless, in any situation where the Arbitrator determines that there is cause for discipline, suspension or discharge, the arbitrator shall have the power to modify any penalty imposed by the Employer and to take whatever action is just and equitable in the circumstances.

ARTICLE 10 - DISCIPLINE

10.01 **Just Cause**

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

10.02 **Progressive Discipline**

10.02.1 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.

10.02.2 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.

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

10.02.4 **Verbal Warning and Direction**

For the purpose of discipline it is mutually understood that verbal warnings or direction shall not be interpreted as formal discipline and do not qualify as notice to the Employee.

10.03 Discipline Process

10.03.1 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 but not limited to, gender, sexual, racial or ethnic harassment, shall, within fourteen (14) days of receiving the complaint, notify the Employee and the Union in writing and schedule a meeting to be held within twenty-one (21) 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/his 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.

10.03.2 Step Two: Letter of Warning

If the complaint is not dismissed, or otherwise resolved, as a result of the meeting referred to in 10.03.1, or where the Employee waives explicitly, or implicitly by not attending, her/his opportunity for such meeting, the Employer may, within twenty-one (21) 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/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. 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 10.03.1.

10.03.3 Step Three: Discipline Meeting

Prior to imposing discipline, and within fourteen (14) days of becoming aware of the circumstances which, in her/his opinion, provide prima facie (in actual fact) 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 s/he is entitled to Union representation at the meeting.

10.03.4 Step Four: Notification of Action

The Employer shall advise the Union and Employee in writing of its decision within fourteen (14) days of a discipline meeting referred to in Step Three and the decision shall include the reasons as to why any disciplinary action is to be taken.

10.04 **Confidentiality**

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

10.05 **Disciplinary Files**

10.05.1 Both parties agree that an Employee's service file may contain entries of a disciplinary nature.

10.05.2 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 months following such an action, unless a directly related disciplinary action occurs during such a period. In such actions, the earlier action and matters forming the basis of or raised during such action may be referred to or used against an Employee for a further twelve months following the subsequent disciplinary action. Any time during which an Employee is on total layoff shall not be regarded as part of the twelve month period(s) specified above.

10.06 Notwithstanding 10.02, 10.03.1 and 10.03.2 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 (10.03.2), subject to Articles 8 and 9, 10.03.3 and 10.03.4

10.07 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 8.02 within fourteen (14) days of the date of notification of the Employer stipulated in Article 10.03.4. The grievance shall then proceed according the remainder of Article 8.02.

ARTICLE 11 - SENIORITY

11.01 **Definition**

Seniority is the length of employment at the Employer and shall be used to determine priority for promotions, layoffs, and recalls.

11.02 After the completion of the probationary period, seniority shall be effective from the original date of hire.

11.03 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.

11.04 The Employer at each local 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.

11.05 A Casual Employee shall not have seniority. However, if within three months of termination of her/his contracted employment she/he becomes a Full-time or Part-time Employee, seniority shall be effective from the first date of hire for the last contract.

ARTICLE 12 - PROBATIONARY EMPLOYEES

12.01 Newly hired Employees shall be considered to be on probation for six (6) months from the commencement date of employment.

12.02 During the probationary period, Employees shall enjoy the rights and privileges of this Agreement, except with respect to discharge, where article 12.02 will apply. During the probationary period, Employees shall be given orientation, training, job priorities, and an evaluation twenty-eight (28) days before the end of the probationary period in accordance with Article 14.

12.03 Probationary Discipline and Dismissal

Probationary Employees may be discharged for sufficient 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/harassment) with respect to discharge.

ARTICLE 13 - HIRING, PROMOTIONS AND STAFF CHANGES

13.01 Employment Equity Statement:

13.01.1 The Employer and the Union agree: a) that structural injustice and unconscious prejudice influence our experiences and that we live in a society rooted in oppression, b) in the non-existence and impossibility of a "level playing field" with regards to people's experience and job qualifications and methods of evaluating the above, as well as the need to compensate for these inequalities in our hiring policy, c) in the need for experience, knowledge, and guidance from oppressed people's experience within any progressively-oriented organization. All hiring notices will include the following statement in 13.01.2

13.01.2 The Employer welcomes the contributions that individuals from marginalized communities bring to our organization, and invites aboriginal people, people of colour, women, gays, lesbians, bisexuals, trans-gendered people, transsexuals, inter-sexed people, working class people, single parents, members of ethnic minorities, immigrants and people with disabilities to apply.

We encourage applicants to describe the contributions and experiences they, as individuals who identify with marginalized communities, would bring to the Employer organization, in their cover letter.

13.02 Notices

13.02.1 When a vacancy occurs or a new position is created, the Employer shall give the union fourteen (14) days' notice in writing to ensure that all chapter employees are aware and may apply.

13.02.2 When a vacancy occurs or a new position is created, hiring notices shall be posted in the Employer office and any local: employment, women's, aboriginal, cultural, lesbian, gay, bisexual, trans-gendered, single parent, ethnic/racial minorities, immigrant, and disability, centre(s) organization(s) and/or publication(s), for no less than fourteen (14) days.

13.02.3 Hiring notices shall contain the classification, qualifications, location(s), duties, date of commencement of employment, the date of notice, and the method of making application.

13.03 Hiring Procedure

13.03.1 A hiring committee shall be formed to fill any bargaining unit position. The hiring committee shall be comprised of three members of the Employer Executive and Board. These three members will be a Board Member, Executive Director and an Executive.

13.03.2 The hiring shortlist shall include members of designated groups included in Article 13.01.2.

13.04 Hiring, Promotions and Staff Changes

In making staff changes, transfers, promotions, or in filling vacancies or new positions, appointments shall be made of the applicant with the greatest seniority. In the case of an Employee applying for a position in a job classification in which s/he has not worked before, the Employers in question must agree that the job is such the applicant could learn and perform the duties after three months during which training is provided, an orientation occurs, and written information regarding the requirements of the position is distributed. An evaluation of the applicant will occur after two months when the orientation and written information is complete and the training period is nearly complete. If the evaluation indicates that the applicant can not perform the required duties s/he will be returned to his/her 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.

13.05 Staff Transfers

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 must put the details of their decision in writing and send a copy to the applicant and the union steward(s).

ARTICLE 14 - EMPLOYEE EVALUATIONS AND RECORDS

- 14.01 Both parties agree that all Employees shall be evaluated twenty-eight (28) days before the end of probation and at least once a year following this.
- 14.02 The Employee shall have the right to participate in the evaluation by completing a self-evaluation.
- 14.03 All evaluations shall be in writing and shall be provided to the Employee within fourteen (14) days of completion of the evaluation. Term Employees will receive an exit evaluation.
- 14.04 The Employer shall maintain confidential personnel records. The Employee shall have access to her/his record on request.

ARTICLE 15 - LAYOFFS AND RECALLS

15.01 Layoff

15.01.1 Layoff shall be defined as a cessation of work, including a reduction in the hours of work due to lack of work or funds.

15.01.2 When the Employer decides that circumstances require a reduction of personnel, layoff shall be on the basis of reverse seniority.

15.01.3 Layoff and Recalls

Employees being laid off shall be notified in writing at least four weeks in advance of the date of the layoff explaining the reasons for the layoff. A copy of letter will also be sent to the Union Steward. If the Employee does not have the opportunity to work her/his regular hours for four weeks after notice of layoff, s/he shall be paid for that part in which work is not available.

15.01.4 In the event of a layoff notice, the Employer and the Union steward shall discuss how to obtain such employment as is possible for the Employee(s) facing layoff.

15.01.5 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 will 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.

15.02 Benefits During Layoff

The Employer agrees to pay the full coverage for a basic health insurance plan for the first six months of a total layoff unless the Employee is eligible for equivalent benefits through other employment.

15.03 **Layoff Grievances**

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

15.04 **Seniority During Layoff**

Employees on total layoff shall retain seniority for thirty-six months.

15.05 **Recall**

15.05.1 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 11, 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 11.

15.05.2 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/his intention to return to work within one week of receiving the recall notice, s/he shall forfeit her/his seniority rights. It shall be the responsibility of the Employee to keep the Employer informed of her/his current address.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

16.01 **Hours of Work**

16.01.1 Full-time hours of work shall be thirty-five (35) a week Monday through Friday. The standard hours shall be thirty-five (35) hours per week. Hours of work shall be 8:30 a.m. - 4:00 p.m. Monday through Thursday and 8:30 a.m. to 1:30 p.m. on Friday. However, based on operational requirements will not be scheduled prior to 8:00 a.m. or after 4:00 p.m. Monday to Friday.

Full-time hours may be flexed by the Employee between the hours of 8:00 a.m. and 5:00 p.m with agreement of the Employer so that there is adequate time to complete work without requiring overtime hours.

Part-time hours of work shall be less than thirty-five (35) hours per week Monday through Friday. Saturday and Sunday work will be scheduled based on mutual agreement and with advanced notice of 2 weeks or more as agreeable between the employee and Executive Director (the Employer).

Hours of work shall be flexible based on the duties and responsibilities of the position.

16.01.2 There shall be one half hour paid each day for a lunch period.

16.02 Overtime

16.02.1 All hours of overtime, greater than the Employees normal weekly hours up to 40 hours shall be compensated at the rate of one (1) hour per hour worked. All hours of overtime after 40 hours per week shall be compensated at the rate of one and one half (1.5) hours per hour worked. This compensation will be overtime pay or time off, as mutually agreed by the ED, the Employer and the Employee. The Employee's preference for overtime pay or time off shall not be unreasonably denied.

16.02.2 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 must provide the conditions under which accrued overtime can be taken off.

16.02.3 Employees will not be scheduled to work weekends.

16.02.4 All Employees shall have the right to refuse to work overtime in excess of hours stipulated in Article 16.02.02 without being subject to disciplinary action for so refusing.

16.02.5 Work related travelling, except travelling to regular working hours, shall be considered working time.

ARTICLE 17 - HOLIDAYS

17.01 Statutory Holidays

All Employees shall be entitled to all statutory holidays (New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day), Civic Holidays, December 23 and 24, the working days that fall between Christmas Day and New Year's Day.

17.02 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. Other days that may be substituted, include but are not limited to Rosh Hashanah, Nourouz, Samhain, Diwali, Winter Solstice, Beltain, Lunar New Year, International Women's Day.

17.03 In the event that a holiday falls on a day not normally worked, the next day normally worked shall be considered the holiday.

17.04 If the holiday falls within the employee's vacation period, the Employer shall add a day to the employee's vacation period and pay to the employee holiday for this

day, calculated in accordance with sub-article 17.05.

- 17.05 The term "holiday pay", when used in this article, shall, for a Full-time Employee be calculated as seven (7) hours' pay at the Full-time Employee's regular rate of pay. The term "holiday pay", when used in this article, shall, for Part-time Employees be the total amount of the Part-time Employee's regular wages and vacation pay payable to the Employee in the four (4) work weeks before the work week in which the holiday occurred, divided by twenty (20).

ARTICLE 18 - VACATIONS

18.01 Entitlement

Full and Part-time Employees shall be entitled to three (3) weeks' vacation with pay annually, from the date of hire. Employees with five (5) years seniority shall be entitled to four (4) weeks' paid vacation annually. Employees with eight (8) years seniority shall be entitled to five (5) weeks' paid vacation annually. Employees with ten (10) or more years of seniority shall be entitled to six (6) weeks paid vacation annually. Term Employees shall be entitled to either 4% vacation pay or pro-rated vacations.

- 18.02 Annual vacation must be spent in the year that it is earned except that a maximum of three weeks per year may be carried forward to the next year, unless otherwise mutually agreed upon by Employer and Employee.

- 18.03 Unless the Employer and the Employee mutually agree otherwise, all requests for vacation time shall be submitted to the Employer for approval at least two weeks in advance. 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 19 - SICK LEAVE

19.01 Definition

Sick leave is the period of time an Employee is absent from work with full pay by virtue of being sick 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.

19.02 Credits

- 19.02.1 Sick days per year shall be earned by Full-time Employees at the rate of two days for every month an Employee is employed. Part-time Employees shall earn sick leave credits on a pro-rata basis according to their hours of work.

- 19.02.2 The unused portion of an Employee's sick leave shall accrue for the Employee's

future benefit up to a maximum of twenty (20) working days. There shall be no buy-out or pay-back on any portion of sick days.

19.02.3 Employees shall be entitled to an additional four (4) hours maximum per month, paid time for medical appointments above and beyond appointments taken during sick leave time.

19.03 **Sick Leave Without Pay**

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 year of the date of application for sick leave without pay.

19.04 **Certificate of Illness**

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 s/he was unable to carry out her/his duties. If the Employer requests that the Employee obtain a certificate of illness from doctor for sick days taken, the Employer shall cover the cost of the certificate.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 **Requests**

Unless stated otherwise all requests for leave mentioned in Article 20 shall be made to the Employer in writing, fourteen (14) days before the leave begins indicating the time(s) and date(s) being requested.

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.

20.02 **Union Business**

20.02.1 Any representative of the Union on the Union's Negotiating Team who is employed by the Employer shall have the right to attend negotiating sessions without loss of pay or benefits. Any representative of the Union who is employed by the Employer may leave her/his employment temporarily to process grievances under this Agreement without loss of pay or benefits.

20.02.2 The Employer acknowledges that Employees serving as officers including shop stewards, 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 year in the bargaining unit. If necessary the Employer may request that additional time spent be subtracted from accrued overtime hours, or be made up by working an equal number of hours. Such make-up by hours shall not be counted or added to the Employee's overtime hours. The effected Employer may request reimbursement from Provincial for the payroll costs up to a maximum of fifteen (15) days per year in the bargaining unit.

20.02.3 Employees have the right to attend CUPE 1281 Annual General Meeting with pay. Employees shall be entitled to attend union related functions with pay up to three (3) days per year. In addition, Employees have the right to attend, without loss of pay, one day long the Employer staff meeting per year for the purpose of discussing union issues.

20.02.4 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. Such time shall not exceed a total of fifteen (15) days in the bargaining unit. The effected Employer may request reimbursement from Provincial for the payroll costs up to a maximum of fifteen (15) days per year in the bargaining unit.

20.02.5 Any Employee who is elected to a Full-time position with the Union or any body with which the Union is affiliated, or who seeks election to public office, shall be granted a leave of up to one year.

20.03 **Bereavement Leave**

An Employee shall be granted five (5) workdays 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.

20.04 **Maternity/Paternity and Adoption Leave**

20.04.1 **Right to Continue Working**

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

20.04.2 **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 weeks of a parental leave of absence. The Employee on parental leave shall receive a supplement to her/his unemployment benefits of a minimum of 10% of her/his regular wages. The Employee on parental

leave is entitled to remain on the Employer's health plan without change to the Employer's contribution and continues to accumulate vacation allowance.

20.05 **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/his normal earnings and benefits and the payment s/he receives for jury service or being a witness, excluding payment for travelling, meals and other expenses to a maximum of five (5) working days. The Employee will present proof of service and the amount of pay received.

20.06 **Family Leave**

20.06.1 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 working day for a formal hearing to become a Canadian citizen; c. one working day for graduation of the Employee, spouse or dependent; d. one working day for moving one's household (maximum of one day per year).

20.06.2 Where no other than the Employee can reasonably provide for the needs of an immediate member of her/his family (as defined in 20.03), the Employee shall be entitled to up to four (4) days leave with pay per annum. Should care be required beyond this period, the Employee may use her/his own accrued sick-leave credits.

20.07 **Incarceration Leave**

Employees shall be entitled to one week leave without pay per annum for time spent incarcerated.

20.08 **Leaves of Absence Without Pay**

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

1. Employees shall be eligible for such leaves of absence only after two years of service.
2. Employees shall accumulate the right to 1.5 months leave of absence per year up to a total of six months. All leaves taken under this clause shall be subtracted from the accumulated leave.
3. After a period of employment of five years, the Employee may request leaves of greater than six months, not normally to exceed one year.
4. In special circumstances, Employees with less than two years seniority may request a leave of absence without pay.
5. 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.
6. If possible, an Employee on an unpaid leave may choose to remain on the

- Extended Health and Dental Group Benefits Plan at their own expense.
7. Employees requesting or claiming leaves of absence shall normally give at least three months written notice. Such notice must include the commencement date and the term of the leave.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

- 21.01 The Employee shall be paid salaries and wages every two weeks, in accordance with attached Schedule A-Wages, forming part of this Agreement.
- 21.02 Employees may, upon giving at least seven (7) working days notice, receive on the last office day preceding commencement of their annual vacation any pay which may fall due during the period of their vacation.

ARTICLE 22 - EMPLOYMENT EXPENSES

22.01 Travel Expenses

Mileage rates paid to Employees using their own automobiles for the Employer's business, upon approval of ED (Executive Director) of the Employer, shall be 55¢ per km. If an Employee does not own a car or does not elect to use a personal car, the Employer will, if necessary, provide transportation appropriate to the occasion.

ARTICLE 23 - BENEFITS

23.01 Extended-Health and-Dental-Group-Benefits Plan

- 23.01.1 The Employer agrees to pay 100 percent of the premiums and the deductible of the Green Shield Group Plan 9803, or an equivalent plan with an alternative carrier for full-time Employees. Part-time employees shall be entitled to enroll in this plan upon the payment of one hundred (100) percent of the premiums and the deductible for same, if allowed by Green Shield, or alternative carrier, at no cost to the Employer.

There shall be no maximum drug coverage amount.

Upon retirement employees will have the option, at their own cost, to remain on the Extended Health and Dental Group Benefits Plan.

- 23.01.2 The extended health care package shall include a provision for corrective eye wear and coverage for semi-private hospitalization. The vision coverage shall be \$250.00 every two (2) years.

Increase all Professional Services (massage, chiropractor etc.) from \$500 per service to \$ 1,000 per service.

Add orthodontics \$2,500 with a 50% copay (for a total of \$5,000)

Executive Assistant coverage for cell phone plan of 12 months total bill Reimbursement upon approval of the Executive Director (the Employer).

23.02 Registered Retirement Savings Plan Benefit

The Employer shall contribute toward an RRSP, chosen by the Employee, for each Full-time Employee. The amount shall be five percent (5%) of the Employee's gross annual salary (as indicated on their preceding T4 slip). Payroll taxes will be withheld from the contribution. The Employee will fill out the the Employer RRSP form indicating the financial institution (bank or credit union) where the contribution should be made. The contribution shall be made each February 1st or the last day of employment.

23.03 Parking Pass

The Employer shall pay for and provide a parking pass as specified by the University of Windsor for Full-Time Employees and fifty percent (50%) of this amount will be paid to Part-time Employees.

Full-time Employees who utilize Public Transit will be provided a monthly universal bus pass or equivalent.

23.04 Tuition Reimbursement

The Employer shall provide a tuition reimbursement of \$2500 per year to each Employee with a dependent attending post-secondary education within Windsor-Essex County. Such reimbursement will be paid directly to the Employee's dependent's account upon the submission of the VOE (verification of enrollment) at the applicable Greater Windsor-Essex County post-secondary location within thirty (30) days of providing proof of enrollment.

ARTICLE 24 - HEALTH AND SAFETY

24.01 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 Employer chapter 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.

24.02 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.

24.03 An Employee has the right to refuse hazardous work.

ARTICLE 25 - TRAINING AND EVALUATION

- 25.01 Employees are more likely to perform well if both Employer and Employee assume responsibility for establishing job priorities, and ongoing training, and evaluation.
- 25.02 The Employer shall establish a budget line for staff development.
- 25.03 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.
- 25.04 The Employer will encourage Employees to attend up to three staff training meetings each year with pay to be covered by the Employer and the expenses by the Employer.
- 25.05 All bargaining unit Employees are required to attend an appropriate training session by an accredited organization within one year of their initial start date. The Employer is responsible for ensuring this happens and that adequate funds are made available. The Employee can opt out of such training, if s/he can show completion of similar training.

ARTICLE 26 - COPIES OF THE AGREEMENT

- 26.01 The Union shall print a copy of the Agreement for each Employee and the Employer (office copy) within thirty (30) days of signing.
- 26.02 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.

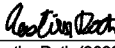
ARTICLE 27 - DURATION

- 27.01 This Agreement shall be binding and remain in effect from March 1, 2026, to February 28, 2029, and shall continue from year to year thereafter unless either party gives to the other party notice to bargain no sooner than ninety (90) days of the expiry date of this Agreement.
- 27.02 Either party to this Agreement may, no sooner than December 1, 2028, present the other party, in writing, proposed terms of a renewal of the Agreement and/or amendments to the days, at which time the parties will commence negotiations on the proposed amendments and/or terms of a new Agreement.
- 27.03 Failing agreement by February 28, 2029 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.

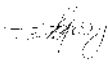
Signed at Windsor, Ontario this 9th day of April, 2026.

For the Employer:



Austin Roth (2026-04-09 11:26:05 EDT)


Austin Roth, Executive Director

For the Union:


Heather Murray, CUPE National Rep


Meaghan Schmidt (2026-04-14 13:05:11 EDT)
Meaghan Schmidt


SANDRA MUGLIA (2026-04-22 10:24:52 EDT)
Sandra Riccio-Muglia


Ashley Quinton

:tt/COPE491

SCHEDULE A - WAGES

Wage increase of \$1.00 / hour to all classifications annually, for the term of the agreement, retroactive on hours worked back to March 1, 2022.

Wage Grid 2026-2027

Full Time		
Year	Effective Date	Hourly Rate
2026	March 1	\$46.03
2026	May 1	\$46.98
2027	May 1	Hourly rate multiplied by the greater of either (i) the CPI (Consumer Price Index) or (ii) the Consumer Price Index set out by the Canadian Federation of Students
2028	May 1	Hourly rate multiplied by the greater of either (i) the CPI (Consumer Price Index) or (ii) the Consumer Price Index set out by the Canadian Federation of Students
2029	May 1	Hourly rate multiplied by the greater of either (i) the CPI (Consumer Price Index) or (ii) the Consumer Price Index set out by the Canadian Federation of Students

Part Time		
Year	Effective Date	Hourly Rate
2026	March 1	\$39.39
2026	May 1	\$40.21
2027	May 1	Hourly rate multiplied by the greater of either (i) the CPI (Consumer Price Index) or (ii) the Consumer Price Index set out by the Canadian Federation of Students
2028	May 1	Hourly rate multiplied by the greater of either (i) the CPI (Consumer Price Index) or (ii) the Consumer Price Index set out by the Canadian Federation of Students
2029	May 1	Hourly rate multiplied by the greater of either (i) the CPI (Consumer Price Index) or (ii) the Consumer Price Index set out by the Canadian Federation of Students

To protect the living standard of bargaining unit members, the base wage shall be adjusted annually, on May 1 of each calendar year, starting May 1, 2026 to reflect increases in the cost of living in an amount equal to the Employee's base wage (inclusive of the most up to date twelve (12) month increase) multiplied by the greater of either (i) the CPI (Consumer Price Index) or (ii) the Consumer Price Index set out by the Canadian Federation of Students.

Employees receiving wage increases under the provisions stated above shall their wage increase calculated as a percentage of the new base wage. On the effective date of the wage increase, the Employer will forward an updated Schedule "A" reflecting CPI adjustments to base rates to the Union.

Full Time

March 1, 2026 Rate: \$46.03 plus CPI on May 1, 2026

Part Time

March 1, 2026 Rate: \$39.39 plus CPI on May 1, 2026

Part-Time Employees will receive a lump sum payment of five hundred dollars (\$500.00) on May 1st of each year.

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. This is a generic job description to be used to devise more detailed job descriptions for local co-ordinators.

Permanent Full Time-Executive Assistant

Administration/ Finance

- office maintenance
- maintaining files and archives and keep them in a very secured manner
- bookkeeping, banking, payroll
- administering refunds
- processing general correspondence
- Support Auxiliary Services
- facilitate the development and implementation of projects
- coordinate the production of marketing materials

Employer Executive Members Training/Employer Planning

- provide information of Board members
- attending Board meetings
- noting the minutes of the meeting
- circulate the agenda amongst the Employer Executive Board staff
- supply documentation and reports to VP Finance for annual budget preparation
- assist strategic planning
- assist the development of annual goal plan and budget
- assist the development of policy

Clubs and Societies Coordinator

Permanent Part Time

Program coordinator to assist with club and society operations on campus.

Scope:

- Ratify clubs and societies on campus under the Employer policy
- Assist in the development and support of the Employer ratified clubs and societies
- Promote and foster new groups on campus
- Provide support in terms of planning of clubs and societies events with those groups
- Assist in financial management (funding requests) for clubs and societies
- Remote work available as agreed to by Employer
- All other scopes within reason of the above, and as agreed to by the Employer and the Employee
- Creation and posting of social media content related to the clubs and societies roles and duties.

Student Events Coordinator- (New Hire)

Permanent Part Time

Scope:

- Event planning for on-campus and off-campus events
- Coordinate with campus-community counterparts for collaborative events
- In-person attendance for the deployment and operation of events
- Coordinate with Executive Director on student experience event related planning
- Promote the Employer brand through social media related posts in connection with the Employer Events