

Collective Agreement Between

Local 1281

of

The Canadian Union of Public Employees

and

Local 3913

of

The Canadian Union of Public Employees

Expiry Date: November 30th, 2011
(But see Article XXXI - Duration)

This Agreement is made this 24th day of April 2006 at Guelph, ON
Between: Local 3913 of The Canadian Union of Public Employees, hereinafter referred to as the Employer
And: Local 1281 of The Canadian Union of Public Employees, hereinafter referred to as the Union.

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Definitions:

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

Efficiency: Refers to the Local's function to do bargaining, grievances and fulfill the CUPE National Mandate as specified in the CUPE National Constitution.

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

Employees on Partial Layoff: Any Employee who has had his or her hours of work reduced, during the first six months of such a reduction in hours.

Employer: Local 3913 of The Canadian Union of Public Employees as defined by its Constitution and By-laws.

Layoff: Includes a reduction in the hours of employment.

Local Supervisor: As specified by the Employer's by-laws (Chairperson of the Local), or designate. It is understood the word "designate" may refer to an Employee only when the issue is one of the Local's business, and not one of Employee's working conditions (e.g. vacation scheduling, overtime pay, etc...). Designate shall never be understood to imply supervision of one Employee by another.

Overtime: The number of hours worked over and above thirty five (35) hours in a given week, which shall be compensated for according to Article 21.02.

Part-Time Employees: Any Employee employed for fewer than thirty five (35) hours per week.

Position: The number of days of work at the Local(s) to which the Employer assigns an Employee.

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

Transfer: Includes a change in the Local(s) to which an Employee is assigned or a lateral change in job classification.

Union: Local 1281 of the Canadian Union of Public Employees.

Work Week: Shall be defined as four (4) days to a maximum of thirty five (35) hours between Monday and Friday.

Article I Intent and Purpose:

- 1.01** The purpose of this Agreement is to maintain and improve harmonious relations and settle conditions of employment between the Employer and its Employees; to define clearly the rates of pay, extent of Employee benefits, and hours and conditions of work; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interests of the Employer and its Employees.
- 1.02** It is understood that wherever the term “she” or “her” is used for this Agreement for the purposes of identifying the Employees, the term “he” or “him” shall apply in the event that the Employee is of the male gender.

Article II Employer’s Function:

- 2.01** The Union recognizes the Employer’s regular and customary management functions of directing the work force, subject to the terms of this Agreement. Any dispute over whether any of these functions are circumscribed and limited by this Agreement shall be decided through the grievance and arbitration procedures.
- 2.01.1** It is understood that the employer maintains these functions for the purposes of efficiency as defined, and that such functions shall not be used/abused by the employer in any way as a means to treat and/or discipline the Employee in an unfair manner.
- 2.01.2** The Employer shall exercise these functions in a fair and reasonable manner. These functions shall not be used to direct the work force in an action that would be considered discriminatory.
- 2.02** It is understood that the turnover of Local officers can place an unreasonably heavy burden on the staff in the performance of their duties. To this end the employer shall, following the Annual General Membership Meeting, inquire as to the academic status at Guelph University of each officer, together with their respective dates of projected program completion. This information shall be provided to the Employee in writing no later than one month following the Annual General Membership Meeting.
- 2.03** The employer shall ensure that the Employee is provided with a complete and updated list of each executive member’s contact information every six (6) months.

Article III Recognition:

- 3.01** The Employer recognizes CUPE 1281 as the sole and exclusive bargaining agent for all its Employees, save and except Casual Employees as per 3.04.
- 3.02 Regular Employees**
- 3.02.1** The Employer and the Union share the objective of providing regular full-time employment for all its Employees to the extent that it is possible. An Employee shall be considered a regular Employee after she has completed a probationary period as defined in Article XIII.
- 3.02.2** An Employee shall be considered Full-Time when she is regularly employed for thirty five (35) hours per week. An Employee working less than thirty five (35) hours per week shall be considered a Part-Time Employee. Part-Time Employees shall receive wage rates on a pro-rated basis according to the number of hours worked.
- 3.03 Term Employees**
- 3.03.1** Notwithstanding the above, the Union recognizes the function of the Employer to hire Term Employees under certain circumstances. The Employer agrees that such appointments are not

substitutes for, or alternatives to, regular appointments. Such Employees shall not be hired so as to result in the displacement, discharge, or lay-off of bargaining unit Employees. Such Employees may only be employed for periods of up to one year, except in accordance with 3.03.1, and only to replace a regular Employee on leave, or to act as an Organizer or to act as an Admin. Assistant. An organizer employed during a Union organizing drive may be retained until the completion of the certification hearing(s).

3.03.2 Term Employees shall enjoy all the rights and benefits of this Collective Agreement, save and except severance pay (23.03), layoffs and recall (Article XII), public office leave (19.03) and general leave (19.11). Term Employees shall not have the right to grieve termination at the end of their contract.

3.03.3 Term Employee Conversion

3.03.4 Should the Employer wish to convert a term position to a regular position, it shall be posted in accordance with Article XI. Should a Term Employee be awarded the position, all rights and benefits excluded by 3.03.2 shall apply retroactively to the date of commencement of her employment.

3.04 Exclusion - Casual Employees

3.04.1 Casual Employees are those who are hired on an hourly or honorarium basis to perform duties of a temporary, short-term nature. This shall include only special research projects, membership mailings, and the following types of clerical work: data entry, telephone surveys, filing, assisting a regular Employee with administrative assistance functions, benefit-plan administration, grievance note-taking, and bargaining-team note-taking. It is understood that in a time-sensitive situation the Staff Rep has the right to engage such Casual Employees after having made a reasonable attempt to contact the supervisor.

3.04.2 The Employer shall consult the Staff Rep prior to hiring Casual Employees, shall provide a written contract to a Casual Employee and immediately upon hire forward a copy of the contract to the Union.

3.05 Hiring Committee

3.05.1 The Employer shall, in conjunction with the Union, establish a hiring committee, and define the conditions of employment and wage rate.

3.06 Hiring and Direction of Staff

3.06.1 The employer agrees that the hiring of any Administrative Assistance, Support Staff, or other positions with Local 3913, shall be held in consultation with the Staff Rep and the Staff Rep agrees to be a member of any hiring committee. The employer further agrees that the work of any Administrative Assistant, Support Staff or other position(s) other than that of the Staff Representative shall be carried out in consultation with and under the advisement of the Staff Representative.

Article IV 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; ancestry; native language; political or religious affiliation, beliefs, or activities; sex; sexual preference or orientation; marital status; family status; parental status; number of dependents; place of

residence; working class background; record of offenses except where it relates to a bona fide qualification because of the nature of employment; Acquired Immune Deficiency Syndrome (AIDS), AIDS-related illness, AIDS-related Complex (ARC), positive Human Immune Deficiency Virus (HIV) test; Chronic Fatigue Syndrome; handicap or disability which does not prevent the performance of the duties of a position; union or non-union membership or activity; occupational freedom of expression; nor by reason of the exercise of any of the rights contained in this Agreement.

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

4.02 No Harassment

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

4.02.2 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) 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.

4.03 Harassment Grievances

4.03.1 An Employee who alleges she has been subject to harassment and/or discrimination may submit a grievance under this Article. All grievances shall be submitted in writing within thirty (30) working days of the alleged incident(s) to the Union Steward, and to the Chair, 3913 or to another member of the Executive if the Chair is a party to the grievance.

4.03.2 The parties agree that certain committees, subcommittees, and/or caucuses may be created by members of CUPE 3913 in order to further the interests of groups that have been traditionally marginalized on the basis of gender, sexual preference, race and/or ethnicity within the Union. Where such groups exist in accordance with the wishes of, and are recognized by, the membership, an Employee shall not be entitled to grieve being excluded from such groups where the exclusion is based on said Employee's not being a member of the group whose interests are

concerned. At the same time, the employer shall not create committees, sub-committees, and caucuses for the purpose of finding ways to exclude the Staff.

- 4.03.3** When a grievance under this Article has been filed, the grievor may request that contact with the alleged harasser be discontinued during the period of investigation of the grievance by the Chair, or designate of the Executive not a party to the grievance. The grievor shall suffer no penalty or interference in her working conditions. In cases where the alleged harasser is a member of the bargaining unit, separation from the grievor pursuant to this clause shall not be considered disciplinary action.
- 4.03.4** Within five (5) working days of receipt of the grievance, at least two of the Executive Officers shall convene a meeting with the grievor and the Union. Upon the basis of the information provided in the meetings, the Executive Officers shall investigate the grievance, subject to 4.03.5, and determine what action shall be taken, which may include, but shall not be limited to, ordering an apology, counselling, and/or continued separation. The grievor and the Union shall be informed of the decision within fifteen (15) working days of the meeting.
- 4.03.5** 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 suffer no penalty or interference in her employment situation.
- 4.03.6** Where both the grievor and the alleged harasser are members of the bargaining unit, and upon request by either the Employer or the Union, the parties agree to use an external investigator, with expertise in the area of human rights and harassment cases, to investigate the grievance and make recommendations to the Executive Officers. The cost of the investigation shall be borne by the Employer. The investigator shall be selected from a list of mutually agreed upon names.

Article V Union Security:

5.01 Union Membership

- 5.01.1** Subject to 3.04.1, 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 this Agreement. All future Employees shall, as a condition of continued employment, become and remain members of the Union upon commencement of employment. It shall be the responsibility of the Union to convey to new Employees all information concerning benefits of the Union. The employer may request a waiver of this provision from time to time, for temporary contract administrative assistant positions only. Such requests shall be met only on the basis of agreement between those parties to this Collective Agreement.
- 5.01.2** The Employer currently recognizes and shall continue to recognize Local 1281 of the Canadian Union of Public Employees as the sole and exclusive bargaining agent for the Employees. Further, the Employer shall automatically recognize the certification of this bargaining unit with any other union it chooses to join. In the event that the bargaining unit member does choose to certify with another union, that new union shall be granted full and complete successor rights including this Collective Agreement. Further, the Employer shall recognize that new union as the sole and exclusive bargaining agent for the Employees.

5.02 New Employees

- 5.02.1** Notwithstanding section 5.01, the Employer agrees to inform all new Employees that a Union Agreement is in effect and to provide a copy to the Employees upon commencement of employment. In addition, the Employer shall inform each new Employee of the name and telephone number of the Union Steward.

5.03 Union Dues

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

5.04 No Contracting Out

5.04.1 The Employer agrees not to transfer or contract out any work or function covered by this Agreement, except as provided for in Article III. It is understood that the employer has always recognized and shall continue to recognize the current Staff Rep as a qualified and competent servicing rep. Although the current Staff Rep recognizes the employer's needs to the access and use of a CUPE National Rep from time to time, the employer shall continue to maintain its limited use of such assistance (i.e. – National policy advice, strike and strike aversion policy formalities) as has been the case since certification and chartering of the Local.

5.05 Affiliation/Merger

5.05.1 In the event the Employer enters into affiliation discussions with any labour confederation or other labour body, or in the event that the Constitution of CUPE is amended to provide for the possibility of merger with another labour body and the Employer enters into such merger discussions, the Employer shall ensure that no member of the bargaining unit will be detrimentally affected by such affiliation or merger in relation to any of the rights, privileges, or terms and conditions of employment accorded by this Collective Agreement.

5.05.2 The Union shall be entitled to one observer, with speaking rights solely around the Collective Agreement, at all such meetings where matters relating to the Collective Agreement will be discussed. The Union shall be notified at least ten (10) working days in advance of dates, times and place of all such meetings.

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

Article VI Union Representation:

6.01.1 No Employee or group of Employees shall represent the Union in any meeting with the Employer without proper authorization of the Union. The Employer shall provide the Union with the names, 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.

6.01.2 Where notice or reply to the Union is required by any clause of this Collective Agreement, such notice shall be in writing to the Union Steward. Any notice which does not meet this requirement shall be deemed to be null and void.

6.01.3 The Union shall have the right, at any time, to have the assistance of representatives of its choice in dealing or negotiating with the Employer. Upon prior notice, such representatives shall have access to the Employer's premises in order to assist in the settlement of grievances as defined in Articles IV, VII, VIII and IX, provided such access shall be granted only in the

presence of a representative of the Employer.

6.01.4 Time spent meeting with the Employer in the processing of grievances and in Labour/Management meetings, including meeting with an Employee's Local supervisor to discuss matters pertaining to the Agreement, is deemed work time.

6.02 Labour/Management Committee

6.02.1 There shall be a Labour/Management Committee established, composed of up to two representatives of the Union and two representatives of the Employer, one of whom shall be the Chairperson. It is understood that the Employer's representatives on the Committee shall be empowered to ratify any decisions arrived at by the Labour/Management Committee.

6.02.2 Upon request, and within five (5) days of such a request by either party, the Committee shall meet at a time and place convenient to both parties. The Committee shall not discuss grievances, or changes to the Collective Agreement unless otherwise agreed to by the Union prior to such meetings.

6.02.3 The duties and goals of the Labour/Management Committee shall be to ensure that the terms of this Agreement are respected by both parties. Specific matters for review and discussion shall include the following:

1. Consider constructive criticism of the activities of the Employer and Employees to foster better working relations.
2. Promote good working conditions.
3. Maintain accurate job descriptions.
4. Recommend to the Union and the Employer action with respect to the decisions made by the Committee.
5. Designation and prioritization of the Employee's duties and responsibilities in accordance with the Union's priorities and activities.
6. Dealing with any matters or problems arising from the Employer-Employee relationship.
7. Other areas of concern which may be referred to it.

6.02.4 Decisions of the Labour/Management Committee shall be recorded in writing and signed by a representative of the Employer and the Union.

6.02.5 Representatives of the Union shall be compensated at their regular rate of pay for time spent in Labour/Management Committee meetings.

6.03 Bargaining Committee

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

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

6.03.3 Upon notice to bargain pursuant to Article XXXI, each member of the Union Bargaining Committee shall be entitled to six (6) days leave with pay to prepare for negotiations.

6.03.4 Meetings of the two (2) bargaining teams may be held at neutral locations at the request of either party. Said locations to be agreed upon by both parties. Board and overnight residential rooms shall be paid for by the employer.

6.04 Technical Information

6.04.1 The Employer shall make available to the Union, upon request, information required by the Union such as pension and welfare plans. The Employer shall routinely provide the Union minutes of the meetings of the Executive and its committees, excluding management sessions, where such minutes are available. The Employer shall provide all Employees with copies of all publications produced by the Employer intended for the use of the general membership or for the use of the Employees in the performance of their duties.

6.05 Right to Participate

6.05.1 In order to effect the purpose of this Collective Agreement, and to provide for the conduct of the Employer's affairs in the manner most advantageous for the interests of the two parties, the parties agree that the Union Steward shall have the right to non-voting participation in all meetings of the Executive, (sub-)committees, and all caucuses and other groupings of the Employer, subject to 4.03.2. Attendance at all meetings of such bodies shall be at the expense of the Employer.

6.05.2 Notwithstanding the above, the Employer shall have the right to exclude the Union and any Employee from any management session.

6.05.3 For the purposes of this Collective Agreement, "management session" shall mean any discussion which has as its objective the consideration or development of Local 3913's position as Employer, including discussions related to collective bargaining between Local 1281 and Local 3913, the administration of the 1281/3913 Collective Agreement, hiring (except as provided for in Articles III and V), formal grievances and/or discipline, suspension or discharge of any Employee covered by this Agreement.

6.06 Employee Service on Committees

6.06.1 Where the Employer requires the services of a non-Union member to act as a resource person or in some other function for a period of thirty-five (35) hours or more, such person will be assigned in consultation with the Labour/Management Committee.

Article VII Grievances:

7.01 Definition

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

7.02 Grievance Procedure

7.02.1 Step 1: If the Employee has a dispute, she may first meet with the supervisor to discuss and to attempt to resolve the dispute with or without a representative chosen by the Employee, as the Employee may elect. In the event that the supervisor is named as the respondent, the matter will be referred to a mutually agreeable third party. No member of the executive who is named as the respondent shall participate in the decision-making process in a grievance procedure.

Step 2: If there is no satisfactory settlement the dispute may be submitted in writing to the Local 3913 Executive, within fifteen (15) working days. The Executive shall meet with the Union within 5 (five) working days of submission of the written grievance; such meeting shall include the Employee and/or a representative. The Executive shall give its written decision to the

Employee within 10 (ten) working days of such meeting.

Step 3: If the Employee or the Union are not satisfied with the written decision of the Executive, the grievor may refer the dispute to arbitration by way of written notice, and copied to the Executive, within fifteen (15) working days.

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

7.02.3 The time limits may be extended by mutual agreement.

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

7.02.5 The Union and its representatives shall have the right to originate a grievance on behalf of an Employee, or a group of Employees, or the Union, and to seek adjustment with the Employer in the manner provided for in this Article. Such grievances may be initiated at Step 2.

7.03 Group Grievance

7.03.1 A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step 2 under Article 7.02.1

7.04 Policy Grievance

7.04.1 A policy grievance, defined as a grievance involving a question of general application of or interpretation of this Agreement, may be initiated at Step 2 under Article 7.02.1, signed by a Union Steward.

7.05 Confidentiality

7.05.1 The Employer recognizes the principle of confidentiality and agrees that the identity of any grievor(s), and the fact and substance of any grievance(s) shall only be made available on a "need to know" basis, and shall not be made available without prior written knowledge to, and consent of the grievor.

Article VIII Arbitration:

8.01 Where the matter is referred to arbitration by either party, the Union and the Employer shall each appoint a representative within five (5) working days of notification of intent to proceed to arbitration.

8.01.1 Both representatives shall meet within five (5) working days of appointment for the purpose of selecting a single Arbitrator.

8.01.2 Where a single Arbitrator has been agreed upon by both representatives, the Arbitrator shall be requested, in writing, by the party requesting the arbitration, to set a place, time and date for the hearing within ninety (90) days of such request.

8.01.3 Where the Arbitrator does not accept the request to arbitrate, or where she is unable to set a hearing within the ninety (90) days stipulated, the two representatives shall meet within five (5) working days of being so advised by the Arbitrator, and shall select another Arbitrator.

8.01.4 Where the representatives are unable to agree upon a single Arbitrator within five (5) working days of meeting for that purpose, or where two Arbitrators have been selected but declined or were unable to set a hearing within the ninety (90) days specified, either party may request, in writing, to the President of the Ontario Federation of Labour that she appoint an Arbitrator.

8.01.5 The parties shall jointly and equally bear the fees and expenses of the Arbitrator.

8.02 Arbitrator Authority

The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore the provisions of this Agreement or any expressly written amendment or supplement mutually agreed to by the Employer and the Union, 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.

8.02.1 It is understood that regardless of Bill 7 (1996), timelines are not an issue of concern for the Arbitrator.

Article IX Discipline:

9.01 Just Cause

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

9.02 Progressive Discipline

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

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

9.03 Confidentiality

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

9.04 Step 1: Notice of Meeting

9.04.1 Subject to 9.07, prior to any consideration of discipline, the supervisor who has received a complaint concerning an act, omission, or failure to conform to a required standard, including gender, sexual, racial or ethnic harassment, shall, within five (5) working days of receiving the complaint, notify the Employee and the Union in writing and schedule a meeting to be held within five (5) working days from such notification, to discuss the subject matter of the complaint informally. The Notice of Meeting shall include a brief but clear statement of the allegations that form the basis of the complaint, as well as the time, place, and date of the meetings, and shall inform the Employee of her right to Union representation at the meeting. The Employee shall have access to, and full disclosure of, any and all information and material being used as evidence in the complaint. If the complaint is dismissed by the supervisor, the Notice of Meeting and all other relevant documentation concerning the meeting shall be destroyed.

9.05 Step 2: Letter of Warning

9.05.1 If the complaint is not dismissed, or otherwise resolved, as a result of the meeting referred to in 9.04.1, or where the Employee waives explicitly, or implicitly by not attending or by not having her representative attend, her opportunity for such meeting, the supervisor may, within ten (10) working days of the meeting, send the Employee a Letter of Warning. 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 work up to a reasonable standard by a given date to be determined by the Employer. Such date shall give the Employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning. No act, omission, or failure to conform to a required standard shall appear in a Letter of Warning which did not appear in the Notice of Meeting issued under 9.04.1. Where any act, omission, or failure to conform to a required standard which did not appear in the Notice of Meeting issued under 9.04.1, does appear in the Letter of Warning, such Letter of Warning shall be considered null and void and shall be

destroyed.

9.06 Step 3: Discipline Meeting

9.06.1 Prior to imposing discipline, and within ten (10) working days of becoming aware of the circumstances which, in her opinion, provide *prima facie* grounds for disciplinary action, the supervisor shall notify the Employee in writing of the time and place of a meeting to discuss the matter. Such notice shall contain sufficient information and details of the complaint to enable the Employee to make adequate response to the allegations, and shall inform the Employee that she is entitled to Union representation at the meeting. The Employee shall have access to, and full disclosure of, any and all information and material being used as evidence in the complaint.

9.07 Notification of Action

9.07.1 The Supervisor:

- (i) shall, within ten (10) working days of such meeting advise the Employee, in writing, of her decision, and shall include the reasons for such decision if disciplinary action is to be taken;
- (ii) shall, where the discharge or the suspension without pay of the Employee is being considered, delay the imposition of discipline for five (5) working days on request from the Union and/or the Employee.

9.08 It is agreed that the Employer has the right in cases of gross misconduct, to suspend an Employee during the period of its consideration of the matter, including the delay in 9.07.1 (ii), and prior to the imposition of any other discipline. In all such cases the suspensions shall be with pay.

9.09 Disciplinary Files

9.09.1 Both parties agree that an Employee's service file may contain entries of a disciplinary nature and that such file shall be deemed to be evidence of progressive discipline which may be used in any directly related grievance and arbitration, subject to 9.09.2.

9.09.2 The record of 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 six (6) 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 six (6) months following the subsequent disciplinary action. Any time during which an Employee is on total layoff shall not be regarded as part of the six (6) month period(s) specified above.

9.09.3 Failure to grieve previous discipline, suspension or discharge, or to pursue a grievance to arbitration, shall not be considered to be an admission that such discipline, suspension or discharge was for just cause.

9.10 The Employer agrees that an Employee shall not be disciplined solely for failure to perform her duties because she is arrested and/or incarcerated provided that the Employee notifies her supervisor or designate of the arrest and/or incarceration and the expected duration thereof as soon as possible. The Employer, however, reserves the right to discipline an Employee for just cause for failure to perform her duties for reasons other than arrest and/or incarceration or for activities which may have been related to or coincident with the arrest and/or incarceration. Further, it is understood that loss of salary for failure to perform scheduled duties shall not constitute discipline in the context of this Article.

9.11 The Employees covered by this Agreement shall have the right to refuse to cross picket lines that interfere with the performance of their duties. Failure to cross such picket lines shall not be grounds for disciplinary action. Salary shall not be deducted for any time not worked as a result of such refusal.

- 9.12** Any of the time allowances set out in this Article may be extended if mutually agreed to in writing by the Employer and the Union. Such agreement shall not be unreasonably withheld by either Party.
- 9.13** A grievance related to the procedures set forth in this Article, or to any disciplinary action, suspension or discharge, may be initiated at Step 2. The grievance shall be presented within fifteen (15) working days of the date of the letter provided for in 9.04.1, 9.05, 9.06, or 9.07.
- 9.14** In any grievance over discipline which proceeds to arbitration, the Arbitrator shall have the power to modify any penalty imposed by the Employer and to take whatever other action is justified and equitable in the circumstances. An Employee who is found to have been unjustly suspended or discharged shall be immediately reinstated to her former position without loss of seniority and shall be compensated for all lost earnings and benefits, and all records of disciplinary action shall be removed from her employment file.
- 9.15** Where it is established at any stage of the disciplinary procedure that disciplinary charges against an Employee have been laid in a vexatious or discriminatory manner, the Employer shall take any and all actions as may be necessary to prevent repetition of such charges or a negative working environment for the Employee, including (where requested by the Employee) ongoing separation of the parties without penalty or interference in the Employee's working conditions, including involuntary transfer.
- 9.16** **No Discipline**
- 9.16.1** The Employee shall not be disciplined for refusing to cross the picket line of any legally striking Employee of the Canadian Union of Public Employees.
- 9.16.2** Further, the Employee shall not be disciplined for participating in any job action organized by Employees of the Canadian Union of Public Employees.
- 9.16.3** Further, the Employee shall not be required or requested to perform the duties of any Employee of the Canadian Union of Public Employees who is proceeding with a job action against the employer. It is understood that job actions shall include, but not be limited to, strikes and work to rule campaigns.
- 9.16.4** Further, the Employee shall not be disciplined, and shall suffer no loss of pay for her decision to participate in such job actions or refusing to interfere with any such job actions organized for Employees of the Canadian Union of Public Employees.

Article X Postings:

10.01 Notices

- 10.01.1** Notice of a vacancy will be posted when the Employer decides to fill an existing position which has become vacant or a new position which has been created. The notice of vacancy will be posted within (7) seven calendar days of the Employer's decision in each of the Employer's and the Local's workplace for a period of at least five working days. Copies of all notices shall be sent by mail to present Employees, Employees on total layoff and the Union. Notices to Employees outside the Guelph area shall be sent by registered mail. Each Employee shall indicate whether the notice is to be sent to her home or work address.
- 10.01.2** Notices shall contain the classification, qualifications, location(s), duties, hours of work, salary rate, date of commencement of employment, the date of the notice, and the method of making application.
- 10.02** When the Employer increases the working hours of a position by more than one and one-half (1 1/2) days per week cumulatively from the time of the last posting or such that the position is

converted from part-time to full-time, it shall be considered a new position and posted in accordance with 10.01.

10.03 Notwithstanding the above, no vacancy shall be filled until present Employees and Employees on total layoff have had ten (10) working days from receipt of the positing to apply.

10.04 Short-term Relief

10.04.1 Where additional hours become available as a result of a position becoming temporarily vacant as a result of sickness, leave, or resignation, the Employer agrees to make every effort to offer the available hours to part-time Employees and Employees on layoff who have the ability to perform the requirements of the position on the basis of seniority. Where no part-time Employee or Employee on layoff has the ability or where no Employee with the ability accepts the offer, Article III shall apply.

Article XI Appointments:

11.01 Appointment by Seniority

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

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

11.01.3 Where an Employee who is an Organizer is awarded a position in accordance with this Article, the Employer has the right to delay her commencement of employment in the new position until such time as the current organizing drive to which she is assigned has been completed (which shall normally mean that the application for certification has been successful), or abandoned.

11.01.4 Where an Employee is appointed to a position in a job classification in which she has not worked before, and where after three months of training, evaluation, orientation, and full information regarding the requirements of the position, the Employee has failed to learn and perform the duties of the position, the Employee may elect to return to the position she held previous to her being appointed to the current position.

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

11.01.6 An Employee on layoff who elects not to apply for a position other than the position from which she was laid off, shall not be deemed to have forfeited any other right accorded to her by this Collective Agreement.

11.02 Appointment by Letter

11.02.1 Normally within fifteen (15) working days following the Employer's decision to hire, the successful candidate will be provided with a written offer of appointment, copied to the Union, setting out the position title and workplace location, commencement date, hours of work,

entitlement to expense allowances, benefit information, name and phone number of the immediate supervisor or designate, name and phone number of the Union Steward and a copy of this Collective Agreement.

11.03 Union Observer

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

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

11.03.3 Where a meeting or interview referred to in 11.03.1 is held in a location over three hundred (300) kilometres from where any Employee resides, the Union shall be notified at least ten (10) working days in advance of such meeting or interview. Where the Employer gives fewer than ten (10) working days' notice of such meeting or interview, the Employer agrees to share reasonable transportation and accommodation costs equally with the Union for the closest available Employee to act as Union observer.

11.04 Union Notification

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

11.05 Outside Hiring

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

11.06 Membership Training and Educationals

11.06.1 Training and educationals for the membership of various Locals of the Employer will normally be conducted by the Staff Rep. Where additional staff are required, assignments will be made in consultation with the Labour/Management Committee.

11.06.2 Staff will normally conduct training and educationals in accordance with Article 11.06.1. Where the Employer intends to bring in outside instructors and/or facilitators, the Union shall be informed in writing, including the reasons.

Article XII Layoffs and Recall:

12.01 Layoff

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

12.01.2 Layoff Notice

12.01.3 Employees being laid off shall be notified in writing by the Executive at least eight (8) weeks in advance of the date of the layoff. If the Employee does not have the opportunity to work her regular hours for eight (8) weeks after notice of layoff, she shall be paid for that part in which

work is not available.

12.01.4 In the event of a layoff notice, the Employer shall meet with the Union Steward within ten (10) days of notice of layoff to discuss how to obtain such employment as is possible for the Employee(s) facing layoff.

12.01.5 An Employee who has received notice of partial layoff shall have the right to opt for total layoff and shall receive benefits pay as per 12.03, and severance pay as per XXIII.

12.02 Bumping

12.02.1 Where a position is reduced or eliminated, the Employee in that position may "bump" (claim the position of) any less senior Employee. The Employer shall give notice to any Employee to be bumped from her position as soon as practicable after the person to be bumped has been identified. An Employee who is bumped may, in turn, bump any less senior Employee. If there is no less senior Employee, an Employee who is bumped may be laid off.

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

12.03 Benefits During Layoff

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

12.04 Layoff Grievances

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

12.05 Seniority During Layoff

12.05.1 Seniority shall continue to accumulate during the first eighteen (18) months of total layoff (14.02). Employees on total layoff shall retain seniority in the bargaining unit for thirty-six (36) months (14.03).

12.06 Recall

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

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

Article XIII Probation:

13.01 Length of Probation

13.01.1 Newly hired Employees shall be considered to be on probation for six (6) months (unless otherwise agreed to by both parties) from the commencement date of employment.

13.01.2 During the probationary period, Employees shall enjoy the rights and privileges of this Agreement, except with respect to discharge, where 12.02 will apply. Probationary Employees shall be given orientation, training and job expectations and shall be evaluated once during and once towards the conclusion of the probationary period in accordance with Article XV. Employees shall be given at least five (5) working days' notice of such evaluations.

13.02 Probationary Discharge

Probationary Employees may be discharged for just cause at any time during the probationary period. A grievance may be filed where the Union claims a violation of this Article or Article V with respect to discharge. Probationary Employees and the Union shall be given seven (7) working days' written notice of the Employer's intention to discharge such an Employee.

Article XIV Seniority:

14.01 Accumulation of Seniority

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

14.02 Retention of Seniority

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

14.03 Loss of Seniority

14.03.1 Seniority shall be considered lost when an Employee: is discharged for just cause, and is not reinstated through the grievance procedure; is absent from work in excess of ten (10) consecutive working days without notifying the Employer, unless such notice is not reasonably possible; fails to notify the Employer of her intention to return to work within ten (10) working days following receipt of recall notice; or is on total layoff for longer than thirty-six (36) months.

14.04 Seniority List

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

14.05 Operation of Seniority

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

Article XV Employee Evaluations and Records:

15.01 Evaluations

15.01.1 The Employer shall have the right to evaluate Employees for one (1) year from the commencement of employment (unless otherwise agreed to by both parties) or for three (3) months from the commencement of duties in a new job classification.

15.01.2 Evaluations may be performed in accordance with article 13.01.2 during the six (6) month (if applicable) probationary period, once during the following six (6) months (if applicable), and once during the three month period from the commencement of duties in a new job classification. During this period, the Employer shall provide the Employee with training, orientation, and full information regarding the requirements of the position.

15.02.1 After the period referred to in 15.01, the Employer shall only evaluate the Employee in accordance with this Article.

15.02.2 The Employer may evaluate an Employee as to any aspect of the job for which the Employer

has, subsequent to the probationary period, provided additional training. There shall be no more than one such evaluation per special training period. Employees shall be given at least five (5) working days' notice of such evaluations.

15.02.3 An Employee may request from the Employer an evaluation of her performance of a particular skill for which she has received training outside the Employer's resources. There shall be no more than one such evaluation per special training period. Employees shall be given at least five (5) working days' notice of such evaluations.

15.03 All evaluations shall be in writing and provided to the Employee within five (5) working days of completion. The Employee shall have the right to comment in writing, and such comments shall be appended to the evaluation.

15.04 Personnel Files

15.04.1 The official personnel files shall be maintained at the Local 3913 office and shall be made available to the Employee at any time.

15.04.2 The personnel file of an Employee, or former Employee, shall be considered confidential and shall not be shared in any manner with anyone (other than the Employee's immediate supervisor) including any employer or agency, without the prior written consent of the Employee concerned, except as required by law.

Article XVI Holidays:

16.01 Statutory Holidays

16.01.1 The following are recognized as statutory holidays and other holidays for which Employees shall be paid; part-time Employees will be paid on a pro-rated basis: Christmas Eve, Christmas Day, an Employee's normally scheduled hours between Christmas and New Year's Day, New Year's Day, Good Friday, Easter Monday, May Day, Victoria Day, Canada Day, Civic Holidays, Labour Day, Thanksgiving Day, International Women's Day, International Day of Mourning, Employee's Birthday, those days when the Executive decides to close the office for holidays, and such others as are proclaimed by the federal government or the provincial or municipal government in the employment area.

16.02 Substitution

16.02.1 When a holiday or holidays as defined in 16.01 falls on a day that is not a regular working day, the first regular working day thereafter shall be considered the holiday. Notwithstanding Article XXI, if an Employee is required to work that day, she shall be compensated at the rate of two-and-one-half (2 1/2) times her regular salary.

16.03 Alternate Holidays

16.03.1 The Employer recognizes that an Employee may, for religious reasons, wish to observe holidays other than those listed in 16.01. In such cases, and subject to advance notice, the Employee shall be entitled to observe such alternate holidays. Employees who wish to be considered Atheist or Agnostic shall not be denied any less holiday time off work than is accorded to all people with particular religious status.

Article XVII Vacations:

17.01 Entitlement

17.01.1 Subject to letter of Understanding #2, full-time staff shall be entitled to an annual vacation with pay on the following basis:

- (i) after six (6) months of continuous employment, three (3) weeks
- (ii) after one (1) year of continuous employment, four (4) weeks
- (iii) after two (2) years of continuous employment, six (6) weeks
- (iv) after three (3) years of continuous employment, seven (7) weeks;
- (v) after four (4) years of continuous employment, eight (8) weeks;

17.01.2 Subject to letter of Understanding #2, part-time staff shall be entitled to an annual vacation with pay on the following basis:

- (i) after six (6) months of continuous employment, one and one half (1.5) weeks
- (ii) after one (1) year of continuous employment, two (2) weeks
- (iii) after two (2) years of continuous employment, three (3) weeks
- (iv) after three (3) years of continuous employment, three and one half (3.5) weeks;
- (v) after four (4) years of continuous employment, four (4) weeks;

17.01.3 Subject to advance notice, the Employee shall be entitled to carry over all or part of the unused portion of entitled vacation with pay from one year to the next.

17.01.4 Part-time Employees shall be entitled to the above annual vacations paid on the basis of the Employee's regular weekly hours of work during the three months of employment prior to the commencement of the vacation. Employees on partial layoff shall be entitled to the above annual vacations paid on the basis of their average weekly hours of work during the twelve months of employment prior to the commencement of the vacation.

17.01.5 Employees may waive actual vacation in excess of two weeks, taking regular wages owed plus a ten per cent (10%) of said wages. Vacation leave may be taken in advance of entitlement with the approval of the Employer.

17.02 Scheduling

17.02.1 All requests for vacation schedules shall be made in writing to the Employer, at least two (2) weeks in advance, indicating the dates being requested, and signed by the Employee's immediate supervisor or designate.

17.02.2 Vacation schedules shall be granted on the basis of seniority, provided that in workplaces with more than one Employee, vacation schedules will be granted from year to year on a rotational basis in order of seniority.

17.02.3 An Employee shall be entitled to receive her vacation in consecutive weeks unless otherwise mutually agreed upon between the Employee concerned and the Employer.

17.03 Holidays During Vacation

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

Article XVIII Sick Leave:

18.01 Definition

18.01.1 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, or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act (or whatever name is applied to this Act).

18.02 Full Time

18.02.1 Sick leave with full pay shall be granted to each Employee for any illness or incapacity up to fifty one (51) days. Sick Leave shall be earned at a rate of one (1) day per month. Unused sick

leave days shall accrue for the Employee's future benefits to a maximum of two hundred (200) days and shall be considered outstanding sick leave benefits to be paid in full upon termination, lay-off, retirement or resignation.

18.03 Part Time

18.03.1 Sick leave with full pay shall be granted to each Employee for any illness or incapacity up to thirty (30) days. Sick Leave shall be earned at a rate of one half (0.5) day per month. Unused sick leave days shall accrue for the Employee's future benefits to a maximum of fifty (50) days and shall be considered outstanding sick leave benefits to be paid in full upon termination, lay-off, retirement or resignation.

18.04 Certificate of Illness

18.04.1 An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days, certifying that she was unable to carry out her duties. The cost of a medical certificate requested by the Employer shall be borne by the employer.

Article XIX Leaves:

19.01 Requests

19.01.1 Request for any leave under the provisions of this article shall be made in writing to the Employer as soon as is practical. No request for leave under the provisions of this article will be unreasonably denied.

19.01.2 Employees may use accrued overtime in lieu of the leave provisions described in Article XIX.

19.02 Union Business

19.02.1 The Employer agrees to grant representatives of the Union, upon written request of three (3) days, temporary leave of absence from their employment, in order to carry out negotiations or to attend to other Union responsibilities. The Employee shall suffer no loss of wages for the time so spent to a maximum of four weeks for the bargaining unit per year.

19.02.2 Where the Employee is chosen to represent the Local at any authorized labour convention, conference, or educational seminar, the Employee shall be provided with delegate status where necessary. The employer shall ensure that it will endeavour to allow the Local by-laws to reflect this provision.

19.03 Public Office Leave

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

19.04 Jury Leave

19.04.1 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 normal earnings and benefits and the payment she receives for jury service or court witness, excluding payment for traveling, meals and other expenses. The Employee will present proof of service and the amount of the pay received.

19.05 Penitentiary Leave

19.05.1 Employees shall be entitled to up to one (1) month leave without loss of salary or benefits for a period of time spent in a Canadian jail as a result of reasonable actions by an Employee undertaken with the purpose of implementing the directions of the Local 3913 Executive in

accordance with resolutions coming from CUPE Ontario and/or CUPE National, or the directions of a member of any of the above with the power to direct the Employee. Should such an incarceration extend for more than one month, the Employer shall grant the Employee leave without pay for the remainder of the incarceration. The Employer shall pay all fines levied on the Employees by criminal courts as a result of such actions by the Employee. It is agreed that Employees have the right to refuse to undertake any action which the Employee reasonably expects could result in a fine or incarceration.

19.06 Bereavement Leave

19.06.1 Employees shall be granted, upon request, five (5) days leave with pay in the case of the death of a parent, partner, spouse, sibling, child, mother-in-law, father-in-law, grandparent, or close personal friend. 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.

19.07 Compassionate Leave

19.07.1 Upon request, an Employee shall be granted leave with pay of up to three (3) calendar weeks to attend to an ill relative, spouse or close associate, at the Employee's request. Where the illness is diagnosed as life-threatening or terminal, an additional four (4) weeks of leave without pay shall be granted. Request for additional leave without pay shall not be unreasonably withheld.

19.08 Maternity, Parental and Adoption Leave

19.08.1 Right to Continue Working

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

19.08.3 Leave of Absence

19.08.4 The Employer agrees to pay the Employee at her regular hourly rate for a period of seventeen (17) weeks for the purpose of parental and/or adoption leave. Normally only after at least three (3) months of employment and upon written request at least one (1) month in advance, a leave of absence of up to one (1) year shall be granted for maternity, parental or adoption leave. In the case of maternity leave, such leave may be taken at any time within the period six (6) months before and twelve (12) months after the birth of the child. In the case of parental (where the spouse of an Employee gives birth) or adopting leave, such leave shall commence on the date of her birth or adoption.

19.08.5 Supplementary Unemployment Benefits (SUB)

19.08.6 The Employer agrees to register a SUB plan as described in Appendix 4 pursuant to Employment Insurance regulations and to make appropriate amendments as may be permitted up to the maximum permitted under the Employment Insurance Act (or whatever name is applied to this Act).

19.09 Mental Health Days

Employees shall be entitled to one working-day per month to be taken as a mental health day with pay.

19.10 Emergency Leave

19.10.1 In the event of a bona fide emergency not covered elsewhere in Articles XVIII or XIX, leaves without pay of up to two (2) days per year shall be granted upon verbal or written request. The Employer agrees that approval will not be denied solely because the Employee was unable to make a written request before beginning the leave, provided that she 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.

19.11 General Leave

19.11.1 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 unreasonably be withheld. In any grievance involving the withholding of permission to take such leave, the onus lies with the Employer to show that permission was not unreasonably withheld. An Employee granted such a leave of absence must give the Employer three (3) months written notice of their intention to return.

19.12 Return from Leave

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

Article XX Payment of Wages:

20.01 Paydays

20.01.1 The Employer shall pay salaries and wages, up to date and biweekly in accordance with Appendix 1. 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.

20.01.2 When both the Employee and the Employer hold accounts under the same banking institution, the Employee may request that the Employer make use of direct deposit services offered by said banking institution. Any fees incurred in using direct deposit services shall be paid by the Employer.

20.01.3 With the written consent of the Employee, the Employer may make use of the professional services offered by a recognized financial institution for the purposes of maintaining the Employee's payroll records. This in no way absolves the Employer of the responsibility to provide the Employee with a detailed accounting of all deductions as specified in 20.01.1.

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

20.02 Pro-rata Pay

20.02.1 Where full-time employees become part-time they shall receive the wage rate, on a pro-rata basis according to their hours of work. For the purposes of this clause, pro-rata wages will be calculated on the basis of a thirty-five (35) hour week. Benefits for all Employees shall be paid in full by the Employer, as per Appendix 3.

20.03 Temporary Replacement Pay

20.03.1 When an Employee temporarily performs the duties of a higher-paying position, she shall receive the rate for that classification. When an Employee is temporarily assigned to a position paying a lower rate, her rate shall not be reduced.

20.04 Inclement Weather

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

Article XXI Hours of Work and Overtime:

21.01 Hours of Work

21.01.1 An Employee is responsible to the Employer for the number of hours for which 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 Supervisor.

- 21.01.2** Employees engaged in any of the following types of duties shall be deemed to be in the direct employ of the Employer and to be performing Local Service:
- (i) attending at and/or participating in Educational Schools held outside an Employee's regular working hours (Article 11.06);
 - (ii) performing Union business (Article 6.01.4, 6.02, 6.03, 11.03, 19.03);
 - (iii) travel time (Article 22.01);
 - (iv) attendance at a Convention of the Employer (Article 22.04);
 - (v) attendance at National Executive Board meetings; and
 - (vi) additional training held outside an Employee's regular working hours (Article 27.02).

21.01.3 In order to efficiently carry out the provisions of this Agreement, each Employee shall report on a biweekly basis to their supervisor or designate, indicating the number of days absent from work due to sickness, vacation, etc., and the number of hours of overtime worked during the reporting period.

21.01.4 The Staff Rep shall have the right to work at home subject to the approval of the Supervisor or designate. Such approval shall not be unreasonably withheld.

21.02 Overtime

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

21.02.2 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 five (5) 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 five (5) hours but not greater than ten (10) 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 fifteen (15) hours but not greater than twenty five (25) hours; and iv) at hours equal to triple the number of hours worked in excess of the regular hours past the maximum 35 hours greater than (25) twenty five hours.

For clarification:	In a given week:	up to 35 hrs = Regular
	between 35 hrs & 40 hrs = Regular	between 41 hrs & 50 hrs = Time and a half
	between 51 hrs & 60 hrs = Double time	over 60 hrs = Triple time

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

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

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

Article XXII Employment Expenses:

22.01 Travel Expenses

22.01.1 Where an Employee's job involves an assignment in a location at a distance from their home, the Employer shall pay mileage at the rate of thirty cents per kilometer from the Employee's home to the work site and back. Where an Employee elects to use public transportation for such travel, the Employer shall pay costs as verified by receipt. The Employee agrees, wherever possible, to

use the least expensive method of public transportation. The Employer shall pay the Employee's costs of transportation to and from work upon submission of receipts by the Employee. In cases where the Employee is asked to rent or acquire the use of a car for the purposes of being able to leave work after the hours of operation of public transportation, the employer shall pay the cost of the rental, gas, and parking. The Employee shall make every attempt to find the least expensive rental.

22.01.2 The Employer shall pay reasonable accommodation costs verified by receipt when it is unreasonable to expect an Employee to return home. The Employee shall attempt to locate reasonable accommodations that do not exceed the average costs of such lodgings within the area.

The Employer shall, upon request, provide the Employee with private hotel accommodations for the duration of all such events. Such events shall also include those times when the Employee is required to attend negotiations, conciliation or mediation meetings which take place over more than one day.

22.01.3 When, as a result of work, an Employee is required to stay away from home for one or more nights, a per diem of fifty (50) dollars shall be paid in advance to the Employee by the Employer.

22.01.4 All parking costs incurred by Employees in the performance of their duties shall be reimbursed by the Employer. Where a Local currently pays the daily parking costs for Employees at their usual place of work, that practice shall continue.

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

22.01.6 Payments made under Articles 22,01 and 22.02.4, shall not be considered to be part of taxable income to the Employee, and are not to be added as income on the Employee's T4 slip.

22.02 Professional Development

22.02.1 Each Employee shall be entitled to up to three (3) weeks leave with pay per contract year to attend courses of instruction, conferences, seminars and/or workshops that will assist the Employee in the performance of her current position or will better qualify the Employee for another position in the bargaining unit. The employer agrees that professional development shall include time spent at the CUPE National, Divisional, and Sectoral conferences and schools and that such related costs may be borne by the employer through the employee's Professional Development Fund.

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

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

22.02.4 The Employer shall pay up to \$1,500.00 per contract year per Employee towards the cost of attending the course, conference, seminar or workshop. When expenses exceed one hundred (100) dollars, the Employer shall make advance and direct payment. Otherwise, the Employee shall be reimbursed by the Employer upon submission of receipts.

22.03 Working Equipment

22.03.1 The Employer is responsible for providing and maintaining, when necessary and at no cost to the Employee, any equipment required for the performance of the Employee's duties.

22.04 Committees/Conventions

22.04.1 Where an Employee is required to attend the Employer's Jurisdictional Committee meetings, and

Divisional and National Conventions, the Employer shall provide transportation, accommodation and meals for Employees on the same basis as delegates to the Convention. Where such arrangements are not available, Article 22.01 of this Agreement shall apply.

Article XXIII Vacation Pay and Severance Pay:

23.01 Full-time Vacation Pay

23.01.1 At the time of total layoff, termination or resignation, a full-time Employee shall be entitled to, subject to Article 22.02, vacation pay as follows:

- a) in the first year of employment, she shall be paid 5.8% of her wages to date;
- b) in the second year of employment, she shall be paid 7.7% of her wages paid to date in the current year of employment;
- c) in the third or any subsequent year of employment, she shall be paid 9.6% of her wages paid to date in her current year of employment.

23.02 Part-time Vacation Pay

23.02.1 At the time of total layoff, termination or resignation, a part-time Employee shall be entitled to, subject to Article 22.02, vacation pay as follows:

- a) in the first year of employment, she shall be paid 2.9% of her wages to date;
- b) in the second year of employment, she shall be paid 3.85% of her wages paid to date in the current year of employment;
- c) in the third or any subsequent year of employment, she shall be paid 4.8% of her wages paid to date in her current year of employment.

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

23.02 Resignation

23.02.1 An Employee shall resign by giving at least twenty-eight (28) days' notice to the Employer.

23.03 Severance Pay

23.03.1 If the Employer is unable to provide comparable work for a displaced full-time Employee, as a result of the cessation of all, or part, of the Local's operations, or changes in operating methods, the Employee shall be given thirty (30) days notice, and four (4) weeks severance pay, at her current salary, plus three (3) weeks' pay for every year of employment, to a maximum of four (4) years.

23.03.2 If the Employer is unable to provide comparable work for a displaced part-time Employee, as a result of the cessation of all, or part, of the Local's operations, or changes in operating methods, the Employee shall be given thirty (30) days notice, and three (3) weeks severance pay, at her current salary, plus one (1) weeks pay for every year of employment, to a maximum of seven (7) years.

23.03.3 For the purpose of implementing this Article, an Employee who is laid off with no recall date, or

whose recall date is more than a year from the date of layoff, or who is laid off and whose recall date is canceled, or who waives her right to recall shall be considered to be terminated.

Article XXIV Benefits:

See Appendix 3

Article XXV Health & Safety:

25.01 The Employer shall make all reasonable provisions for the health and safety of Employees during working hours, and the Union may bring to the attention of the Employer any suggestions in this regard. These suggestions must be reasonably dealt with, and the Union shall be advised of the manner in which they have been dealt with as soon as reasonably possible.

25.02 Computer Stations

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

25.02.2 The Employer shall ensure that emission levels from VDT equipment do not exceed those provided by current Ontario government standards and shall ensure that other computer station equipment adequately provides for the comfort and health of the Employee.

Article XXVI Job Description:

26.01 No Changes

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

26.02 New Positions

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

Article XXVII Technological Change:

27.01 No Dismissal

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

27.02 Training

27.02.1 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 XXVIII Conditions and Benefits:

28.01 All rights, benefits, privileges, and working conditions which Employees now enjoy, receive or

possess as Employees of the Employer, shall continue to be enjoyed and possessed in so far as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

Article XXIX Copies of Agreement:

29.01 The Union and the Employer desire every Employee to be familiar with the provision of this Agreement, and her rights and duties under it. For this reason, the Employer shall provide each Employee and the Union with a copy of this Agreement, at no cost, within twenty (20) days of ratification.

Article XXX No Strikes or Lockouts:

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

Article XXXI Duration:

31.01 This Agreement shall continue in force and effect from December 1st, 2005 to November 30th, 2011 unless the Union chooses to exercise its rights under section 31.04 of this Agreement. It is understood that this Collective Agreement is to come into effect immediately upon ratification by the parties and shall be retroactive to November 30th, 2005.

31.02 Either party to this Agreement may, not more than ninety (90) calendar days, and not less than thirty (30) calendar days prior to November 30th, 2011, notify the other party, in writing, that it desires to renew and/or amend the Agreement. A meeting shall be held within twenty (20) days, at which time the parties will commence negotiations on the proposed amendments and/or terms of a new Agreement.

31.03 Failing agreement by November 30th, 2011, 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.

31.04 Notwithstanding the above (31.01) the employer understands that after Dec. 1, 2006 the Union may serve notice of renewal of this Agreement between May 1 and August 31 of each subsequent year of this agreement, and that all of the timelines (not dates) provided for under sub-section 31.02 shall apply in that event. The Union in serving such notice understands that any additional monetary improvements that were to come into effect had this notice not been served, may cease, effective the 1st day of December following the Employee's notice.

31.05 After 2011, the terms of this Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing, not less than thirty (30) calendar days and not more than ninety (90) calendar days prior to the expiration date, that it desires to amend or renew this Agreement.

SIGNED this 24th Day of April, 2006 at Guelph, Ontario.

On Behalf of Local 3913
Of the Canadian Union of Public Employees

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

Appendix 1 - Salaries

Salaries shall be paid, according to length of service, as per the following grids:

Full-time (35 hours):

Years of Service	Rate per Hour	Biweekly	Annually
1	\$27.00	\$1,890.00	\$49,140.00
2	\$28.00	\$1,960.00	\$50,960.00
3	\$29.00	\$2,030.00	\$52,780.00
4	\$30.00	\$2,100.00	\$54,600.00
5	\$31.00	\$2,170.00	\$56,420.00
6	\$32.00	\$2,240.00	\$58,240.00
7	\$33.00	\$2,310.00	\$60,060.00
8	\$34.00	\$2,380.00	\$61,880.00
9	\$35.00	\$2,450.00	\$63,700.00
10	\$36.00	\$2,520.00	\$65,520.00
11	\$37.00	\$2,590.00	\$67,340.00
12	\$38.00	\$2,660.00	\$69,160.00
13	\$39.00	\$2,730.00	\$70,980.00

Part-time: Part-time employees shall be paid on a pro-rata basis. For the sake of clarity what follows are the pro-rated amounts for 20 hours per week.

Years of Service	Rate per Hour	Biweekly	Annually
1	\$27.00	\$1,080.00	\$28,080.00
2	\$28.00	\$1,120.00	\$29,120.00
3	\$29.00	\$1,160.00	\$30,160.00
4	\$30.00	\$1,200.00	\$31,200.00
5	\$31.00	\$1,240.00	\$32,240.00
6	\$32.00	\$1,280.00	\$33,280.00
7	\$33.00	\$1,320.00	\$34,320.00
8	\$34.00	\$1,360.00	\$35,360.00
9	\$35.00	\$1,400.00	\$36,400.00
10	\$36.00	\$1,440.00	\$37,440.00
11	\$37.00	\$1,480.00	\$38,480.00
12	\$38.00	\$1,520.00	\$39,520.00
13	\$39.00	\$1,560.00	\$40,560.00

Cost of Living Adjustment (COLA)

The Employer shall raise the salary for all bargaining-unit members by the equivalent of the amount by which the rate of inflation increases in any calendar year, based on the Consumer Price Index for Guelph for that period. Payment of COLA shall be made as a single lump sum payment once per year no later than the 1st day of February of the following year.

Appendix 2 - Job Descriptions

It is understood that this Appendix forms an official Section of the Collective Agreement and any violation of it by the Employer shall be subject to the grievance procedure.

Current Staff Representative (35 hours per week)

The Staff Rep (SR) shall carry out her duties at the direction of the Supervisor. The employee shall be informed of the identity of the Local Supervisor, and of any changes, and shall have the right to refer all other directives or suggestions to the Local Supervisor for decision. The duties of the SR shall include the items below, and other related duties. It is understood that it is not the responsibility of the SR to act as the secretary or note-taker for the bargaining team or any committee of the Local. Employees may have voice but no vote in all discussions concerning the Employer's budgets and financial arrangements. Employees may be excluded from management sessions as defined in Article 6.05.2 and 6.05.3.

It is understood that items 2 through 8 are not the sole responsibility of the SR, but that members of the Local Executive will share the responsibility of performing these duties as provided by Local by-laws. All committee chairs shall ensure that the SR is informed in writing of all committee decisions and decision-making policies. Unless otherwise directed by the Supervisor, the SR is free to make the day-to-day decisions necessary for the implementation of Local policy.

1. Executive Assistant: The SR is a resource person and advisor for the Local Executive and assists it in the carrying out of its duties. The SR is responsible for the training of the Executive Committee. The SR will, unless otherwise advised, attend all Executive meetings and shall report verbally to the meeting, as deemed appropriate by the Supervisor. When requested, the SR shall attend membership and departmental membership meetings, Local committee meetings and Conventions.

2. Membership Service: The SR is a resource person, chief negotiator and an advisor for members with work-related problems. In this regard, the SR shall a) provide assistance with grievances; b) provide advice and/or referral for employment insurance problems, immigration, health and other legal matters; and c) advise members as to their rights and obligations under the Collective Agreement, National Constitution and Local By-laws. It is understood that the SR is the chief media spokesperson in relaying any information regarding the process of negotiations, and is a media spokesperson together with the Local Chair (or designate) in relaying any information with respect to job action.

3. Grievances, arbitrations, and other legal matters: The SR advises members; assists stewards and officers in the processing of grievances; prepares and presents grievance settlements and grievance arbitrations, Labour Relations Board (or equivalent) proceedings, and Employment Insurance Appeals. However, the SR shall have the right to refuse to present a particular grievance arbitration, Labour Relations Board proceeding, or Employment Insurance Appeal should she be unwilling to undertake such a presentation because s/he reasonably feels she is unqualified to present it, or on any other reasonable grounds. When this right is exercised, the Employer is bound to hire legal counsel to present such a case; nor does this provision take away the right of a member of 3913 to file a grievance and have it pursued.

4. Stewards' Network: The SR trains stewards, does research for stewards, and co-ordinates the setting up of the stewards' network in the Local.

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

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

7. Publicity: The SR prepares posters, newspaper ads, etc., for meetings and campaigns; and assists in the production of Local newsletters, pamphlets, bulletins, etc. The employer understands that the priorities of the local (as specified in 8 below) shall take precedence over the participation of the SR in Publicity.

8. Office Administration: The SR, in conjunction with the other staff and the Local Supervisor, ensures the smooth and efficient running of the Local Office. . The employer understands that the priorities of the Local (e.g. grievance, arbitration, bargaining and so on) shall take precedence over the participation of the SR in Office Administration. For this reason, participation in the day to day activities of the Local (including but not limited to) – mail, reception desk, reception phone, photocopying, benefits distribution/inquiries, shall be at the discretion of the SR.

9. Committee Service: With the exception of the Internal Labour/Management Committee, the SR is a resources person and advisor to all Local 3913 committees and shall be consulted (subject to her availability) on all matters and decision making of these committees in order to assist the committees in the carrying out of their respective duties.

10. It is understood that the emphasis placed on the tasks in this job description may vary from time to time. The Staff Representative shall set priorities in consultation with her supervisor. The Employer agrees however, that it is not the responsibility of the SR to keep the office open.

11. It is understood that both parties share the progressive aim of unionizing workers on campus. Hence the Employer agrees that time spent by the SR working towards this aim shall be considered work time. The SR agrees that this time shall not be considered as overtime work and hence not subject to overtime pay. The parties understand that the Local's grievances and negotiations shall take precedence.

(See also the performance evaluation comments as made by the Staff Rep on June 24th, 1999).

Current Assistant Staff Representative (20 hours per week)

It is understood that the Assistant Staff Rep (ASR) shall carry out her duties at the direction of the Supervisor, and that her work also takes place in consultation with, and under the advisement of, the Staff Rep (SR). The employee shall be informed of the identity of the Local Supervisor, and of any changes, and shall have the right to refer all other directives or suggestions to the Local Supervisor for decision. The duties of the ASR shall include the items below, and other related duties. It is understood that it is not the responsibility of the ASR to act as the secretary or note-taker for the bargaining team or any committee of the Local. Employees may have voice but no vote in all discussions concerning the Employer's budgets and financial arrangements. Employees may be excluded from management sessions as defined in Article 6.05.2 and 6.05.3.

It is understood that items 2 through 8 are not the sole responsibility of the ASR, but that members of the Local Executive will share the responsibility of performing these duties as provided by Local by-laws. All committee chairs shall ensure that the ASR is informed in writing of all committee decisions and decision-making policies. Unless otherwise directed by the Supervisor, the ASR, in consultation with the SR, is free to make the day-to-day decisions necessary for the implementation of Local policy.

1. Executive Assistant: The ASR assists the SR in being a resource person and advisor for the Local Executive and assists it in the carrying out of its duties. The ASR is responsible for assisting in the training of the Executive Committee. The ASR will, unless otherwise advised, attend all Executive meetings and shall report verbally to the meeting, as deemed appropriate by the Supervisor. When requested, the ASR shall attend membership and departmental membership meetings, Local committee meetings and Conventions.

2. Membership Service: The ASR assists the SR in being a resource person, and an advisor for members with work-related problems. In this regard, the ASR shall assist the SR with a) providing assistance with grievances; b) providing advice and/or referral for employment insurance problems, immigration, health and other legal matters; and c) advising members as to their rights and obligations under the Collective Agreement, National Constitution and Local By-laws.

3. Grievances, arbitrations, and other legal matters: The ASR assists the SR in advising members; assisting stewards and officers in the processing of grievances; preparing and presenting grievance settlements and grievance arbitrations, Labour Relations Board (or equivalent) proceedings, and Employment Insurance Appeals. However, the ASR shall have the right to refuse to present a particular grievance arbitration, Labour Relations Board proceeding, or Employment Insurance Appeal should she be unwilling to undertake such a presentation because s/he reasonably feels she is unqualified to present it, or on any other reasonable grounds. When this right is exercised, the Employer is bound to hire legal counsel to present such a case; nor does this provision take away the right of a member of 3913 to file a grievance and have it pursued.

4. Stewards' Network: The ASR assists the SR in the training of stewards, doing research for stewards, and co-ordinating the setting up of the stewards' network in the Local.

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

6. Publicity: The ASR assists the SR in the preparation of posters, newspaper ads, etc., for meetings and campaigns; and assists in the production of Local newsletters, pamphlets, bulletins, etc. The employer understands that the priorities of the Local (as specified in 7 below) shall take precedence over the participation of the ASR in Publicity.

7. Office Administration: The ASR, in conjunction with the other staff, and the Local Supervisor, ensures the smooth and efficient running of the Local Office. The employer understands that the priorities of the Local (e.g. grievance, arbitration, bargaining and so on) shall take precedence over the participation of the ASR in Office Administration.

8. Committee Service: With the exception of the Internal Labour/Management Committee, the ASR assists the SR in being a resource person and advisor to all Local 3913 committees.

10. It is understood that the emphasis placed on the tasks in this job description may vary from time to time. The ASR shall set priorities in consultation with the other staff.

11. Where time allows, it is understood that both parties share the progressive aim of unionizing workers on campus. Hence the Employer agrees that time spent by the ASR working towards this aim shall be considered work time. The ASR agrees that this time shall be considered paid time, as long as it is approved by the Supervisor. The parties understand that the Local's grievances and negotiations shall take precedence.

Current Administrative Coordinator (20 hours per week)

The Administrative Coordinator (AC) shall carry out her duties as listed below and under the supervision of the Local supervisor. The Employer agrees that the AC's work also takes place in consultation with, and under the advisement of, the Staff Rep. The employee shall be informed of the identity of the Local Supervisor, and of any changes, and shall have the right to refer all other directives or suggestions to the Local supervisor for decision.

It is understood that items 2 through 9 are not the sole responsibility of the AC, but that members of the Local Executive will share the responsibility of performing these duties as provided by the Local By-laws.

- 1. Office Administration:** The AC, in conjunction with the other staff, and the Supervisor, ensures the smooth and efficient running of the Local Office. These duties are to include day-to-day activities of the Local including, but not limited to providing information and assistance to members, checking email, reception desk, reception phone, photocopying, benefits distribution and inquiries.
- 2. Records:** Keeping all records in an orderly and accessible manner.
- 3. Grievances and Arbitrations:** The AC assists the staff in the processing and documentation of grievances.
- 4. Contract Negotiations:** The AC is a support person for the staff in contract negotiations, and assists in associated tasks.
- 5. Publicity:** The AC may assist in the production of posters, newspaper ads, etc... for meetings and campaigns, and may assist in the production of Local newsletters, pamphlets, bulletins, website, etc...
- 6. Office Supplies:** Ensure that appropriate office supplies are purchased.
- 7. Union Business:** Booking rooms and equipment and making travel arrangements for the purposes of CUPE 3913 business at the request of the Local supervisor or designate.
- 8. Research:** Undertaking specific research activities at the request of the other staff and/or the Local supervisor.
- 9. Member Outreach:** Assisting the executive in coordinating member outreach.
- 10.** It is understood that the emphasis placed on the tasks in this job description may vary from time to time. The AC shall set priorities in consultation with the other staff and/or her supervisor.

Appendix 3 - Benefits Plan

The Employer agrees that the benefits of the Staff Representative as described in this Agreement shall also apply to her spouse and immediate family members.

The plan is to be administered by an Employer Health Plan Committee consisting of the Chairperson, Financial Officer, and one other Executive member of the Local.

Both Parties to this Agreement understand that it is difficult to secure adequate group benefits such as dental insurance and life insurance given the small size of the bargaining unit. At the same time the Employer shall undertake to investigate any and all avenues towards this end. To this extent, it should be understood that the benefits offered here reflect those contributions the employer feels it can effectively make in certain areas. It is also understood that roughly between one tenth (1/10) and one ninth (1/9) of the base salary for full-time employees in Appendix 1 is set aside in partial remedy of this situation.

There is a maximum expenditure of \$2,000 annually per Employee or eligible dependents (includes spouse and children of Employee, up to the age of 18). In the event of an emergency (defined as injuries resulting from accident; medication costs incurred due to illness), the Employee may draw more than, \$2,000 up to a maximum of \$3500, subject to the approval of the Health Plan Committee. The used portion of the plan is to be considered a taxable benefit to the Employee (to be added as income on Employee's T-4 slip). In the event of layoff or dismissal, the unexpended portion of the fund remains with the Employer subject to Article 18.02.

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

Examples of allowable expenses include (but are not limited to):

1. Dental (non-cosmetic), includes annual cleaning
2. Eyeglasses/Contacts
3. Drugs prescribed by a physician or dentist, dispensed by a registered pharmacist
4. Oral contraceptives
5. Any emergency ambulance services
6. Any type of physical and/or psychological therapy provided by a health-care provider recognized by the relevant federal or provincial authorities

Where possible, the least expensive alternative is to be chosen.

RRSP Contribution

On the first of each month the Employer shall contribute \$800 for fulltime staff, subject to Letter of Understanding #5, and \$100 each for part-time staff to a Retirement Savings Plan, administered by an institution of the Employee's choice.

Multi-Sector Pension Plan

The Employer agrees to make contributions on behalf of all full-time employees to the Multi-Sector Pension Plan, as per Appendix 5.

Appendix 4 - Supplementary Unemployment Benefits Plan

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

1. For the first two weeks, payments equivalent to 95% of her regular weekly wage;
2. For up to fifteen (15) additional weeks during which she is eligible to receive E.I. benefits, payments equivalent to the difference between the E.I. benefits the Employee is eligible to receive and 95% of her regular weekly wage;
3. Should the Employee be ineligible to receive E.I. benefits during the period of her maternity, parental or adoption leave, the Employer shall pay to the Employee the equivalent of 100% of her regular weekly wage for seventeen (17) weeks.

Appendix 5

PARTICIPATION AGREEMENT

The Agreement made this _____ day of _____ 2006.

BETWEEN

CUPE 3913
(the "Employer")

-AND-

MULTI-SECTOR PENSION PLAN
by its Trustees
(the "Trustees")

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

1. The Employer shall make contributions to the Plan in accordance with the terms of the collective agreement dated the ____ day of _____, 2006 (the "Collective Agreement"), failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of the Participation Agreement and the Agreement and Declaration of Trust dated _____, as amended ("Declaration of Trust") which established the plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than the contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefits payments and that the Trustees have the authority to amend benefits, if necessary or advisable.
5. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust of any subsequent amendments as they are made.
6. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, which the

Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

- i) To Be Provided Once Only At Plan Commencement
 - Date of Hire
 - Date of Birth
 - Date of First Contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
 - Gender

- ii) To Be Provided With Each Remittance
 - Name
 - Social Insurance Number
 - Monthly Remittance
 - Pensionable Earnings
 - Year to Date Contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer

- iii) To Be Provided Initially and As Status Changes
 - Full Address
 - Termination Date Where Applicable (MM/DD/YY)
 - Marital Status

EMPLOYER:

MULTI-SECTOR PENSION PLAN, by its Trustees

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 24th Day of April, 2006 at Guelph, Ontario.

On Behalf of Local 3913
Of the Canadian Union of Public Employees

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

Letter of Understanding # 2 - Re: Vacation Time

Regarding Article XVII (Vacations) it is understood that the Employee proposed another week of vacation time for after each of the fifth and sixth year of continuous employment. The Employer agrees that this is deserved and would have acceded to the proposal except for the reason that the Employer does not believe that the Local can function efficiently and be able to fulfill its mandate were the current Staff Rep to take the proposed vacation time at a given stretch. The Employer argued that the current Staff Rep was fundamental to the functioning of the Local and hence had to deny the extra vacation time as proposed.

SIGNED this 24th Day of April, 2006 at Guelph, Ontario.

On Behalf of Local 3913
Of the Canadian Union of Public Employees

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

Letter of Understanding # 3 - Re: Computer, Peripherals, Email, and Expendables

Pursuant to Article 21.01.4, the Employer shall provide full-time Employees with a computer of the Employee's choice, together with the necessary peripherals in order for the Employee to be able to work from home whenever necessary. It is understood that the equipment shall remain the property of the Employer. The Employer shall insure such equipment and bear any expenses incurred by the Employee for maintenance and expendables.

SIGNED this 24th Day of April, 2006 at Guelph, Ontario.

On Behalf of Local 3913
Of the Canadian Union of Public Employees

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

Letter of Understanding # 4 - Re: Privacy Guidelines

In order to ensure that the Employer adheres to federal and provincial standards with regard to protecting the privacy of Employees, the Employer agrees that all current and future Executive members shall familiarize themselves with, and act on the relevant privacy guidelines.

SIGNED this 24th Day of April, 2006 at Guelph, Ontario.

On Behalf of Local 3913
Of the Canadian Union of Public Employees

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

Letter of Understanding #5 – Re: Multi-Sector Pension Plan

Notwithstanding the RRSP Contribution included in Appendix 3, it is understood that once participation in the Multi-Sector Pension Plan (Appendix 5) is confirmed, the RRSP contributions for full-time staff shall be discontinued.

SIGNED this 24th Day of April, 2006 at Guelph, Ontario.

On Behalf of Local 3913
Of the Canadian Union of Public Employees

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