

Collective Agreement Between



Local 1281

of

The Canadian Union of Public Employees

and



Local 3906

of

The Canadian Union of Public Employees

Expiry Date: December 31st, 2022

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DEFINITIONS:

Academic Year	A period of time between September 1 st and August 31 st
Year (of Service)	A period corresponding to 12 months of employment in the bargaining unit.
CUPE Local 3906:	As defined by its Constitution and by-laws
Employer:	The Canadian Union of Public Employees Local 3906 as represented by the Executive Committee.
Union:	The Canadian Union of Public Employees Local 1281.
Employees:	Those individuals within the bargaining unit as defined in Article 3.
Full-Time Employee:	Any regular salaried Employee normally employed for a thirty-five (35) hour work week.
Part-Time Employee:	Any Regular Employee employed for fewer than thirty-five (35) hours per week.
Casual Employee:	Those employees who are hired on an hourly or salaried basis to perform duties of a temporary, short-term nature 450 or fewer hours of work. This excludes elected officers.
Employee on Partial Layoff:	Any employee who has had their hours of work reduced, during the first six months of such a reduction in hours.
Spouse:	For the purpose of this Agreement, designates husband, wife, common-law husband, common-law wife, cohabitant or intimate friend, and shall be included in the immediate family.
Layoff:	Includes a reduction on the hours of employment.
Transfer:	Includes a lateral change in job classification.
Supervisor:	President of CUPE Local 3906 and/or their designate. There shall be no more than one (1) Supervisor and one (1) designate at any time. Employees shall be notified in writing of the names of the Supervisor and/or designate, and of any changes to either such position as they occur. The supervisor is the executive member responsible for directing the work of the staff.
Designate:	The designate provides support to the supervisor and will step into the Supervisor role in the absence of the Supervisor (ie/ vacation, medical leave).
Local Executive:	The Executive Committee of CUPE Local 3906

ARTICLE 1 - PURPOSE

- 1.01** The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and its employees represented by the Union; to define clearly the hours of work, rates of pay, and conditions of work; to provide for an amicable method of settling differences which may arise; to promote the mutual interest of the Employer and its employees.

ARTICLE 2 - EMPLOYER'S FUNCTIONS

- 2.01.1** The Union recognizes the function of the Employer to hire; transfer; promote; demote; relocate; layoff; recall; classify; maintain order and efficiency; determine the standards of the work to be performed; establish and enforce working rules; and discipline, suspend, or discharge its employees for just cause.
- 2.01.2** It is understood 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. The Employer agrees to exercise such rights in a fair, reasonable, and equitable manner, and in a manner which is consistent with this Collective Agreement.
- 2.01.3** 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.
- 2.01.4** Upon the election of a new CUPE 3906 President (or Supervisory designate) a transition meeting will take place between outgoing and incoming supervisors and members of the bargaining unit to discuss roles, responsibilities and expectations in the workplace. Upon request of either party, a follow-up meeting may take place after six months.
- 2.01.5** All Executive Officers shall undertake a workplace orientation once annually, normally at the beginning of the Executive turnover, and that such orientation includes a review of the CUPE 1281 Collective Agreement to be conducted by the CUPE 1281 Service Coordinator or their designate.

ARTICLE 3 - RECOGNITION

- 3.01** **Definition**
The Employer recognizes CUPE 1281 as the sole and exclusive bargaining agent for all its employees, save and except casual employees.
- 3.02** **Regular Employees**
- 3.02.1** The Employer and the Union share the objective of providing regular employment (35 hours) to the extent that it is possible.
- 3.02.2** An Employee shall be considered Full-Time when they are 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.
- 3.03** **Term Employees**
- 3.03.1** Notwithstanding the above, the Employer may hire term employees under certain circumstances. The Employer agrees that such appointments are not substitutes for, or alternatives to, regular appointments. Such employees may only be employed for periods of up to one (1) year, except in accordance with 3.03.1, and only to replace a regular employee on leave, or to act as an organizer or bargaining mobilizer. An organizer employed during a Union organizing drive may be retained until the completion of the certification hearing(s). A mobilizer employed during a round of bargaining may be retained until the ratification of the collective agreement.
- 3.03.2** Term employees shall enjoy all the rights and benefits of this Collective Agreement, save and except severance pay (23.03), layoff notice (12.01), benefits during layoff, public office leave (19.04) and general leave (19.13).
- 3.03.3** **Term Employee Conversion**
Should the Employer wish to convert a term position to a regular position, it shall be posted in accordance with Article 10.01. Should a term employee be awarded the position, all rights and benefits excluded by 3.03.2 shall apply retroactively to the date

of commencement of their employment.

3.04 Exclusion - Casual Employees

3.04.1 Definition

Casual employees are those employees 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 involving 450 hours or fewer of work, membership mailings, consultation and the following types of clerical work: data entry, telephone surveys, filing, assisting a regular employee with secretarial functions, benefit plan administration (outside of those duties falling under Appendix 2), and bargaining-team note-taking (outside of those duties falling under Appendix 2).

3.04.2 The Employer shall provide a written contract to a casual employee and shall forward a copy to the Union.

3.05 Hiring and Direction of Staff

The Employer agrees that in the event the hiring of an Employee to fill any available position in the bargaining unit, the bargaining unit shall be entitled to select one (1) designate to sit as an ex-officio member of the hiring committee. The Employer further agrees that the work of any Administrative Assistant, Support Staff, or other positions shall be carried out in consultation with the Staff Representatives. It is further understood that Part-Time Employees shall be supervised by the Chair of the Local (or designate).

3.06 The parties mutually agree that there is value in members of CUPE 3906 being hired as book-off employees/member mobilizers to perform work of the organization. The parties further agree that while book-off positions may overlap with bargaining unit work, they are not intended to displace work or members of the bargaining unit, nor shall they be used to replace regular employees on leave. Members of the Employer's Executive Committee will not retain their CUPE 3906 Executive Office in the event that they are hired as a Term or Regular Employee. A CUPE 3906 member who is booked-off as per 3.06 shall be considered excluded from the bargaining unit.

ARTICLE 4 – NO DISCRIMINATION/HARASSMENT

4.01 No Discrimination

4.01.1 The Employer agrees that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practised with respect to any employee or applicant for employment by reason of age; race; creed; colour; place of origin; ethnic origin; citizenship; ancestry; native language; political or religious affiliation, beliefs, or activities; sex; sexual preference or orientation; marital status; family status; parental status; number of dependants; place of residence; class; record of offences except where it relates to a bona fide qualification because of the nature of employment; Acquired Immune Deficiency Syndrome (AIDS), AIDS-related illnesses, AIDS-related Complex (ARC), positive Human Immune Deficiency Virus (HIV) test; handicap or disability which does not prevent the performance of the duties of a position; Union 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.

4.01.3 Employees are entitled to all protections afforded under the CUPE 3906 Equity Statement.

4.02 No Harassment

4.02.1 The Employer agrees that there shall be no form of harassment exercised or

practised with respect to any employee or any applicant seeking to become an employee, by reason of any grounds set forth in Article 4.01.1.

4.02.2 Definition

There shall be no harassment of any Employee by Officers and Members of the Employer. Any complaint alleging harassment may be made either to the Supervisor(s) or to another member of the Local Executive if either or both of the Supervisor(s) are a party to the complaint. Harassment shall be defined as conduct that is vexatious or should reasonably be understood to be unwelcome in an employment setting.

4.03 Harassment Grievances

4.03.1 An employee who alleges they have been subject to discrimination or harassed may submit a grievance under this Article. All grievances shall be submitted in writing within twenty (20) working days of the alleged incident(s) to the Union Steward, and to the Supervisor(s) or to another member of the Local Executive if either or both of the Supervisor(s) are a party to the grievance. At the same time, the Employer shall not create committees, sub-committees, and caucuses for the specific purpose of excluding any Employee.

4.03.2 The parties agree that certain committees, subcommittees, and/or caucuses may be created by members of CUPE 3906 in order to further the interests of persons 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.

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 President, or designate of the Local Executive not a party to the grievance. The grievor shall suffer no penalty or interference in their working conditions. In cases where the alleged harasser is a member of the bargaining unit, separation from the grievor pursuant to this clause shall not be considered disciplinary action.

4.03.4 Within five (5) working days of receipt of the grievance, at least two (2) of the Local 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 4.03.6, and determine what action shall be taken, which may include, but shall not be limited to, ordering an apology, counselling, continued separation. The grievor and the Union shall be informed of the decision within 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 suffers no penalty or interference in their 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 Local Executive Officers, the cost of which shall be borne by the Employer. The investigator shall be selected from a list of mutually agreed upon names.

ARTICLE 5 - UNION SECURITY

- 5.01 Union Membership**
- 5.01.1** The Employer agrees that all employees, as a condition of continuing employment, shall become and remain members in good standing of the Union during the life of this Agreement. All future employees shall, as a condition of continued employment, become and remain members of the Union upon commencement of employment. It shall be the responsibility of the Union to convey to new employees all information concerning benefits of the Union.
- 5.01.2** The Employer currently recognizes and shall continue to recognize The Canadian Union of Public Employees Local 1281 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 members 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**
- The Employer agrees to inform all new employees that a Union agreement is in effect and to provide a copy to the employee upon commencement of employment. In addition, the Employer shall inform each new employee of the name and telephone number of the Union Steward.
- 5.03 Union Dues**
- The Employer shall deduct from each wage 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**
- The Employer agrees not to transfer or contract out any work or function covered by this Agreement, except as provided for in Article 3. In addition, for the purposes of this Agreement, the following shall not be considered contracting out: (i) the Employer's access to, and use of, CUPE National Staff; (ii) the duties performed by the Executive and Trustees of CUPE Local 3906; and (iii) the Employer's hiring of legal counsel. It is understood that the employer has always recognized and shall continue to recognize the employee as a qualified and competent servicing agent. While the employee recognizes the employer's need to access and use a CUPE National representative from time to time, the employer shall continue to maintain strategic use of such assistance as has been the case since January 1, 1995 (e.g. – National policy advice, strike and strike aversion policy formalities, scrutinizing at strike and ratification votes/counts etc.).

ARTICLE 6 - 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 the Canadian Union of Public Employees 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 Article 7, 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 Meetings

6.02.1 There shall be a Labour Management-Committee established, composed equally of at least one (1) representative of the Union and at least one (1) representative of the Employer. One of the Employer representatives shall be the supervisor or designate.

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

- (a) designation and prioritizations of the Employee's duties and responsibilities in accordance with the Union's priorities and activities;
- (b) dealing with any matters or problems arising from the Employer-Employee relationship.

6.02.2 The Committee shall meet within two (2) weeks of receipt of written notification by either Party. Meetings shall be for the purpose of discussing issues relating to the workplace and/or the administration of the collective agreement, provided that the Committee will not discuss grievances or changes to the collective agreement, unless otherwise mutually agreed to, prior to such meetings. The time and place of the meeting will be at the convenience of both parties.

6.03 Bargaining Committee

6.03.1 Any representative of the Union at the Bargaining committee who is employed by the Employer shall have the right to attend negotiating sessions held within working hours without loss of remuneration. Employees attending negotiation sessions outside their regular working hours shall be compensated for in accordance with Article 21.02.

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 31.02, each employee who is a member of the Union Bargaining Committee shall be entitled to five (5) days leave with pay to prepare for negotiations.

6.03.4 Meetings of the two bargaining teams may be held at neutral locations at the request of either party. Board and overnight residential rooms (if required) shall be paid for by the Employer.

6.03.5 The Union and the Employer agree to limit membership on their respective bargaining teams to a total of five (5) each.

6.04 Right to Participate

6.04.1 In order to effect the purpose of this Collective Agreement, and to provide for the conduct of the Employer's affairs in the manner most advantageous for the interests of the two parties, the parties agree that each Employee shall have the right to participation with voice, but no vote, in all meetings of the Executive, committees,

sub-committees, and all caucuses and other groupings of the Employer, save and except those that exclude persons as per Article 4.03.2. Attendance at all meetings of such bodies shall be at the expense of the Employer.

- 6.04.2** Notwithstanding the above, the Employer shall have the right to exclude the Union Steward and any employee from any management session.
- 6.04.3** For the purposes of this Collective Agreement, "management session" shall mean any discussion which has as its objective the consideration or development of CUPE Local 3906's position as Employer, including discussions related to collective bargaining, the administration of the Collective Agreement, hiring (except as provided for in Article 11.03), formal grievances and/or discipline, suspension or discharge of any employee.
- 6.04.4** Employees in the bargaining unit have the right to attend 3906/McMaster University bargaining meetings, grievances, and Labour-Management Committee meetings.
- 6.04.5** The parties agree that while the Employees have the right of participation (as per article 6.04), their primary role is an advisory one. As such, all decisions shall be strictly in the purview of the 3906 Local Executive Committee or the decision-making body of that committee.

ARTICLE 7 - GRIEVANCES

7.01 Definition

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

7.02 Grievance Procedure

7.02.1 Grievances shall be dealt with in the following manner:

Step One: Where an employee believes they may have a grievance, they shall discuss the matter with their immediate supervisor within twenty working days after they became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance. The immediate supervisor shall reply in writing within ten (10) working days after the matter is discussed with the grievor and the Union. If the meeting is not satisfactory to the Union, the grievance may proceed to Step Two or Three as appropriate.

Where the potential grievance relates to misconduct committed by the immediate supervisor against the grievor, the grievor may choose to bypass Step One and file a grievance directly at Step Two.

Step Two: Where the decision of the employee's supervisor is not satisfactory, the grievance shall be submitted in writing on the standard form prescribed in Appendix 5 to the Local Executive within ten (10) working days, signed by the Union Steward, or designate. A grievance committee consisting of not more than three (3) members of the Local Executive, including at least one member of each bargaining unit (where possible), shall meet and shall give its decision in writing to the grievor, copied to the Union Steward, within ten (10) working days. If the decision is not satisfactory to the Union, the grievance may proceed to Step Three.

Step Three: Where the decision of the Employer is not satisfactory to the Union, the

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

- 7.02.2** If the Union, an employee, or a group of employees choose not to grieve a particular situation, or withdraw a grievance at any stage, such action or lack of action shall not prejudice other grievances.
- 7.02.3** The time limits may be extended by mutual agreement in writing.
- 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 Two under Article 7.02.1.
- 7.02.6** Where the actions of a member of the Local Executive are being grieved, the executive member in question shall not be a member of the Grievance Committee. It is further understood that the executive member in question shall not be present for any discussions of the grievance at any meeting of the Local Executive.
- 7.03** **Group Grievance**
A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step Two under Article 7.02.1.
- 7.04** **Policy Grievance**
A policy grievance, defined as involving a question of general application or interpretation of this Agreement, may be initiated at Step Two under Article 7.02.1, signed by the Union Steward, or designate.
- 7.05** **Confidentiality**
The Employer recognizes the principle of confidentiality and agrees that the identity of any grievor(s), and the fact and substance of any grievance(s) shall only be made available to the parties involved, unless prior written notice is given to the grievor(s).

ARTICLE 8 - ARBITRATION

- 8.01.1** Where the matter is referred to arbitration by either party, the Union and the Employer shall each appoint a representative within five (5) working days of notification of intent to proceed to arbitration.
- 8.01.2** Both representatives shall meet within five (5) working days of appointment for the purpose of selecting a single arbitrator.
- 8.01.3** Where a single arbitrator has been agreed upon by both representatives, the arbitrator shall be requested, in writing, by the party requesting the arbitration, to set a place, time and date for the hearing within ninety days of such request.
- 8.01.4** Where the arbitrator does not accept the request to arbitrate, or where they are unable to set a hearing within the ninety days stipulated, the two representatives shall meet within five (5) working days of being so advised by the arbitrator, and shall select another arbitrator.
- 8.01.5** Where the representatives are unable to agree upon a single arbitrator within five (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 they appoint an arbitrator.

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

8.02 **Arbitrator Authority**

The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore the provisions of this Agreement or any expressly written amendment or supplement mutually agreed to and attached to the Collective Agreement, or to extend its duration, unless the Parties have expressly agreed, in writing, to give the Arbitrator specific authority to do so or to make an award which has such effect.

8.03 The parties affirm that an arbitrator or board of arbitration shall not have the authority to reach a decision on a grievance based on issues of timeliness.

ARTICLE 9 - DISCIPLINE

9.01 **Just Cause**

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

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 of no more than sixty (60) days to correct the situation complained of.

9.02.2

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

9.03 **Confidentiality**

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

9.04.1 **Step One: Notice of Meeting**

Subject to 9.07:

Prior to any consideration of discipline, the Supervisor who has received a complaint concerning an act, omission, or failure to conform to a required standard, including gender, sexual, class, racial or ethnic harassment, shall, within ten (10) 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 to discuss the subject matter of the complaint informally. The Notice of Meeting shall include a brief but clear statement of the allegations which form the basis of the complaint, as well as the time, place, and date of the meeting, and shall inform the employee in a timely manner of their right to Union representation at the meeting. If the complaint is dismissed by the Supervisor, the Notice of Meeting and all other relevant documentation concerning the meeting shall be destroyed.

9.04.2 **Step Two: Letter of Warning**

If the complaint is not dismissed, or otherwise resolved, as a result of the meeting referred to in 9.04.1, or where the employee waives explicitly, or implicitly by not attending, their opportunity for such meeting, the Supervisor may, within ten (10) working days of the meeting, send the employee a Letter of Warning. Where a Letter of Warning is sent to an employee, the Union shall be the only party to receive a copy. The Letter of Warning shall state that disciplinary action may be imposed, in accordance with the procedures herein contained, following a repetition of the act or omission which is the subject matter of the complaint and/or, where the complaint concerns the standard of the employee's work, if the employee fails to bring their

work up to a reasonable standard by a given date to be determined by the Employer. Such date shall give the employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning. No act, omission, or failure to conform to a required standard shall appear in a Letter of Warning which did not appear in the Notice of Meeting issued under 9.04.1.

9.04.3 Step Three: Discipline Meeting

Prior to imposing discipline, and within ten (10) working days of becoming aware of the circumstances which, in their opinion, provide *prima facie* grounds for disciplinary action, the Supervisor shall notify the employee and the Union in writing of the time and place of a meeting to discuss the matter. Such notice shall contain sufficient information and details of the complaint to enable the employee to make adequate response to the allegations, and shall inform the employee in a timely manner that they are entitled to Union representation at the meeting.

9.05 Notification of Action

The Supervisor shall, within ten (10) working days of such meeting, advise the employee and the Union, in writing, of their decision, and shall include the reasons for such decision if disciplinary action is to be taken.

9.06 Notwithstanding 9.02, 9.04.1 and 9.04.2, it is understood that the Employer reserves the right to discipline an employee for just cause (e.g. physical acts of violence, commission of indictable offences against the employer) without having first issued a Letter of Warning (9.04.2), subject to Articles 7 and 8, 9.04.3, and 9.05.

9.07 It is agreed that the Employer has the right to suspend an employee during the period of its consideration of the matter, and prior to the imposition of any other discipline. In all such cases the suspensions shall be with pay.

9.08 Disciplinary Files

9.08.1 Both parties agree that an employee's service file may contain entries of a disciplinary nature and that such files shall be deemed to be evidence of progressive discipline which may be used in any directly related grievance and arbitration, subject to 9.08.2.

9.08.2 The record of a disciplinary action and matters forming the basis of or raised during such a disciplinary action shall not be referred to or used against an employee after a period of eight (8) 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 eight (8) months following the subsequent disciplinary action. Any time during which an employee is on total layoff shall not be regarded as part of the eight (8) month period(s) specified above.

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

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

- 9.10** The employees covered by this Agreement shall have the right to refuse to cross picket lines that interfere with the performance of their duties. Failure to cross such picket lines shall not be grounds for disciplinary action. Wages shall not be deducted for any time not worked as a result of such refusal.
- 9.11** Any of the time allowances set out in this Article may be extended if mutually agreed to in writing by the Employer and the Union. Such agreement shall not be unreasonably withheld by either Party.
- 9.12** A grievance related to the procedures set forth in this Article, or to any disciplinary action, suspension or discharge, may be initiated at Step Two. The grievance shall be presented within ten working days of the date of the letter provided for in 9.04.1, 9.04.2 or 9.05.
- 9.13** In any grievance over discipline which proceeds to arbitration, the Arbitrator shall have the power to modify any penalty imposed by the Employer and to take whatever other action is justified and equitable in the circumstances. An employee who is found to have been unjustly suspended or discharged shall be immediately reinstated to their former position without loss of seniority and shall be compensated for all lost earnings and benefits (including pension contributions and other entitlements), and all records of disciplinary action shall be removed from their employment file.
- 9.14** Where it is established at any stage of the disciplinary procedure that disciplinary charges against an employee have been laid in a vexatious or discriminatory manner, the Employer shall take any and all actions as may be necessary to prevent repetition of such charges or a negative working environment for the employee.
- 9.15** 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.

ARTICLE 10 - POSTINGS

- 10.01 Notices**
Notice of a vacancy will be posted when an existing position has become vacant or a new position has been created, unless there is mutual agreement in writing.
- 10.02 Short-term Relief**
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 3.03.1 shall apply. Any additional work by an employee to cover the work of another employee, or provide short-term relief to an already filled position, will be paid for at the base rate of pay for that position, providing that such additional work has been approved by the Employer.
- 10.03** In the event the Employer opts to book-off a member to perform work as described in Article 3.04.1, or to work as a Bargaining Mobilizer, no posting shall be required. The Employer will notify the Union if such a book-off occurs.

ARTICLE 11 - APPOINTMENTS

- 11.01 Appointment by Seniority**

- 11.01.1** In filling vacancies or new positions pursuant to a notice of vacancy posted under Article 10.01, appointments shall be made of the applicant with the greatest seniority, subject, in the case of an Employee applying for a position in a job classification in which they have not worked before, to that Employee having the competence and ability to learn and perform the duties of the position after three (3) 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 three (3) month evaluation period in 13.01 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 their commencement of employment in the new position until such time as the current organizing drive to which they 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 they are not worked before, and where after three (3) months of training, evaluation, orientation, and full information regarding the requirements of the position, the Employee has failed to learn and perform the duties of the position, the Employee may elect to return to the position they held previous to their being appointed to the current position.
- 11.01.5** Where an Employee on total layoff is appointed to a position in a job classification in which they have not worked before, and where after three months of training, evaluation, orientation, and full information regarding the requirements of the position, the Employee has failed to learn and perform the duties of the position, the Employee 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 they were appointed and from which they are being laid off.
- 11.01.6** An Employee on layoff who elects not to apply for a position other than the position from which they were laid off, shall not be deemed to have forfeited any other right accorded to them by this Collective Agreement.
- 11.01.7** It is understood that where 11.01.4 is in effect, the original job shall only be filled by Term Employment as per 3.03, subject to 10.01.
- 11.01.8** Where an Employee is re-appointed to a position in a job classification in which they have already worked, they shall be, at the time of their reappointment, entitled to the rights and entitlements under this agreement (e.g., Vacation, Pay, Professional Development, etc.) at a level that is no less than their entitlement at the end of their previous appointment in that job category.
- 11.02** **Appointment Letter**
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, name and phone number of the Union steward and a copy of this Collective Agreement.
- 11.03** **Outside Hiring**
No new employees may be hired until regular employees have had ten (10) working days from receipt of the posting to apply.
- 11.04** The parties agree that the employer will, at its discretion, determine whether to fill the bargaining mobilizer position.

ARTICLE 12 - LAYOFFS AND RECALLS

- 12.01 Layoff Notice**
Employees being laid off shall be notified in writing by the Supervisor at least twelve (12) weeks in advance of the date of the layoff. If the employee does not have the opportunity to work their regular hours for twelve (12) weeks after notice of layoff, they shall be paid for that part in which work is not available.
- 12.02 Seniority during Layoff**
Seniority shall continue to accumulate during the first twelve (12) months of total layoff. Employees on total layoff shall retain seniority in the bargaining unit for twenty-four (24) months (14.02).
- 12.03 Layoff Grievances**
Grievances concerning layoffs shall be initiated at Step Two of the Grievance Procedure.
- 12.04 Bargaining Mobilizer**
Notwithstanding Article 3.06, In the event that the employer elects to fill the position per Article 11.04, the previous bargaining mobilizer shall have the right of first refusal to fill the position in the following twenty-four (24) months after their last day of work (layoff), contingent on a satisfactory completion of the probation period under Article 13 of the Collective Agreement.

ARTICLE 13 - PROBATION

- 13.01 Probation**
13.01.1 Newly hired employees shall be considered to be on probation for three (3) months from the commencement date of employment.
- 13.01.2** During the probationary period, employees shall enjoy the rights and privileges of this Agreement, except with respect to discharge, where 13.02 will apply. Probationary employees shall be given orientation, training and shall be evaluated once during (towards the end of the first (1st) month) and once towards the conclusion (towards the end of the second (2nd) month) of the probationary period in accordance with Article 15. Failure to evaluate shall be considered to be a satisfactory evaluation. Employees will not be subject to a probationary period when they fill vacancies or are appointed to different job classifications.
- 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 that the discharge was not for just cause. Probationary employees and the Union shall be given one (1) week written notice of the Employer's intention to discharge such an employee, except in cases of gross misconduct.

ARTICLE 14 - SENIORITY

- 14.01** Seniority is defined as the length of employment with the Employer or successor. Each employee shall begin to accrue seniority upon the commencement of their initial appointment into the bargaining unit, and shall continue to accrue unless discontinued as per Article 14.02.1. Seniority is used to determine, within the bargaining unit, priority for appointments to vacant and new positions (as per Article 11.01), layoff and recall, vacation scheduling and any other rights or benefits to which seniority applies in this agreement.

14.02 The staff representative with the earliest date of hire holds the title of Senior Staff Representative, while the staff representative(s) with less seniority hold the title of Staff Representative.

14.03 **Loss of Seniority**
Seniority shall be considered lost when an Employee: is discharged for just cause, and is not reinstated through the grievance procedure; resigns from employment and remains absent for a period of eighteen (18) months; retires and remains absent for a period of twenty-four (24) months; is absent from work in excess of eight (8) consecutive working days without notifying the Employer, unless such notice is not reasonably possible; fails to notify the Employer of their intention to return to work within eight (8) working days following receipt of recall notice; or is on total layoff for longer than twenty-four (24) months.

ARTICLE 15 - 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 with the employer, or for three (3) months from the commencement of duties in a new job classification in which they have not previously worked. The evaluation shall be in a format mutually agreed on by the employer and the employee.

15.02 After the one year period referred to in 15.01, the Employer shall evaluate the employee only in accordance with this Article. The Employee shall have the right to request an evaluation at any time.

15.03.1 All evaluations shall be in writing and provided to the employee within one (1) week of completion. The employee and/or their steward shall have the right to comment in writing, and such comments shall be appended to the evaluation. All evaluations shall be placed in the official personnel file for each employee.

15.03.2 No Employee shall be asked to evaluate or be required to complete an evaluation of a co-worker.

15.03.3 No self-evaluation will be used for disciplinary actions, assessment, and/or kept on formal record.

15.04 Personnel Files

15.04.1 The official personnel file for each employee shall be maintained at the CUPE 3906 Office and shall be available to the employee for inspection at any reasonable time upon prior notice. An employee who does not live in the vicinity of the CUPE 3906 Office may by written request, obtain copies of any and all documents in their personnel file at the time of the request. CUPE 3906 shall provide copies of the requested documents to the employee within a reasonable period of time following receipt of the request.

15.04.2 The parties agree that the labour management committee's files may contain entries of reported incidents of harassment and abuse of the employee by members of the executive committee, stewards council and bargaining unit (Local 3906). Copies of these incident reports shall also be contained in the employee's file.

ARTICLE 16 - HOLIDAYS

16.01 Statutory Holidays

All employees shall be given the following paid holidays: Christmas Eve, Christmas Day, an employee's normally scheduled hours between Christmas and New Year's

Day, New Year's Day, Family Day, International Women's Day, Good Friday, Easter Monday, May Day, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, the employee's birthday, and such others as are proclaimed by the federal government or the provincial or municipal government in the employment area. Employees shall be entitled to time off to attend, or participate in, local activities for the Day of Mourning.

16.02 Substitution

When a holiday or holidays as defined in 16.01 falls on a day which is not a regular working day, the first regular working day thereafter shall be considered the holiday for both salaried and hourly employees. This does not include any holidays that fall in the period in which the office is closed for the holidays in December and January. If an employee is required to work that day, they shall be compensated at the rate of two and one half (2^{1/2}) times their regular wages. If an Employee opts to work on one of the holidays listed in Article 16.01, they will be credited with an equivalent vacation day in lieu.

16.03 Alternate Holidays

The Employer recognizes that an employee may, for religious reasons, wish to observe holidays other than those listed in 16.01. In such cases, and subject to advance written notice, the employee shall be entitled to observe such alternate holidays.

ARTICLE 17 - VACATIONS

17.01 Entitlement

17.01.1 Regular Employees or Term Employees covering for a Regular Employee shall be entitled to an annual vacation with pay on the following basis:

- (i) after six (6) months of employment, three (3) weeks;
- (ii) after one (1) year of employment, four (4) weeks;
- (iii) after two (2) years of employment, five (5) weeks;
- (iv) after three (3) years of employment, six (6) weeks;
- (v) after four (4) years of employment, seven (7) weeks;
- (vi) after six (6) years of employment, eight (8) weeks;
- (vii) after 15 (15) years of employment, ten (10) weeks

Employees shall be entitled to the above annual vacations paid on the basis of the employees' regular weekly hours of work during the three (3) 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 (12) months of employment prior to the commencement of the vacation.

17.01.2 Calculation

Vacation eligibility, per 17.01.1, is calculated by days, with the understanding that each week of entitlement is equivalent to five (5) days of vacation time for full-time staff and on a pro-rated basis for part-time staff. Thus, for the purpose of clarity, a Staff Representative working full-time with 7 weeks of entitlement is to receive 35 days of vacation per year (7 weeks x 5 days/week = 35 days)

17.01.3 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 (12) months of

employment prior to the commencement of the vacation.

- 17.01.4 Usage**
Usage for both Staff Representatives and Administrative Coordinators is on a day-for-day basis whereby one day off work constitutes one day of vacation time.
- 17.02 Carry-Over and Buy Back**
17.02.1 The Employer, at the request of the employee, will buy back up to three (3) weeks of the employee's regular paid vacation time. This can occur at any point during the year.
- 17.02.2** An e-mail will be sent to all employees one week before September 1 annually letting them know how many, if any, unused vacation days remain from their entitlement year. An employee can request some or all of the remaining days to be paid on the first pay in September.
- 17.02.3** On September 1, the current vacation days entitlement will be zeroed and re-set with the allotment for the new year. This allotment will be re-set in such a way that reflects the carry-over if unused days not paid out from the previous entitlement year, which will be listed separately from the current year's entitlement (ie/ an employee with 20 days for the current year and 6 carry-over days will be reflected in the tracking sheet as having 20+6 days)
- 17.03 Scheduling**
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. Vacation schedules shall be granted on the basis of seniority.

ARTICLE 18 – SICK LEAVE

- 18.01 Definition**
Sick leave is the period of time an employee is absent from work with full pay and benefits by virtue of being sick or disabled, exposed to a contagious disease or under compulsory quarantine, under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 18.02 Sick Leave**
Sick leave with full pay shall be granted to each employee for any illness or incapacity up to sixty-five (65) 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, and, to a maximum of thirty (30) days and shall be considered outstanding sick leave benefits to be paid in full upon retirement or resignation.
- 18.03 Usage Calculation**
Sick days are applied on a one-for-one basis; that is, an employee uses one sick day for each day of the compressed work week that they are ill for. However, if an employee is sick for all four (4) days of the compressed work week, it is understood that they will only utilize four (4) sick days in that week
- 18.04 Certificate of Illness**
An employee may be required to produce a certificate from a medical practitioner for any illness in excess of eight (8) working days, certifying that they were unable to carry out their duties. The cost of a medical certificate requested by the Employer

shall not be borne by the employee. In the event of major illness or injury, an Employee may be required to produce a certificate from a medical practitioner certifying that they are able to return to work.

ARTICLE 19 - LEAVES

- 19.01 Requests**
Where written request is required, it shall be made to the Employer, indicating the time(s) and date(s) being requested and signed by the employee's immediate supervisor(s) indicating their approval. No request for leave shall be denied solely because the employee did not submit their request in time.
- 19.02 Union Business**
- 19.02.1** Upon written request at least three (3) working days in advance, employees shall be entitled to three (3) days paid leave per year in order to process CUPE 1281 grievances not under this Collective Agreement. Leave beyond the three (3) days will be without pay.
- 19.02.2** Upon written request at least three (3) working days in advance, employees nominated to serve on an arbitration board or as an arbitrator shall be entitled to leave without pay on the days when the board is required to meet, to a maximum of five (5) days per employee per year.
- 19.03 Union Meetings and Conventions**
- 19.03.1** Upon written request at least three (3) working days in advance, leave with pay shall be granted to employees attending the CUPE 1281 Convention. Leave with pay up to a maximum of four (4) working days in a twelve (12) month period shall be granted for attendance at other CUPE 1281 Meetings.
- 19.03.2** Upon written request at least three (3) working days in advance, and agreement of the Employer, leave with pay shall be granted to employees attending a local labour council (on behalf of either CUPE 1281 or CUPE 3906), or any other labour board or affiliated organization that they have been elected or appointed to (in any capacity). Reasonable agreement for such leave will not be withheld. Time spent travelling to and attending these meetings is considered time work. The parties are amenable to discuss the various organizations covered by this clause, with the joint expectation that any leave asked for under this clause will be relevant to the goals of the labour movement.
- 19.03.3** Upon written request at least three working days in advance, leave with pay shall be granted to employees chosen to represent the Union at any authorized Labour Convention or educational seminar. Such leave is to be confined to the actual duration of the Convention or educational seminar and the necessary travelling time. Such leave shall not exceed a total of one (1) week. Leave of absence without pay in excess of five (5) working days noted above shall be granted upon written request.
- 19.03.4** 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 possible. The employer shall ensure that it will endeavour to allow the Local by-laws to reflect this provision. Where delegate status is not allowed by the body holding the convention, conference or educational seminar, employees will be registered on staff credentials where possible.
- 19.04 Public Office Leave**
- 19.04.1** Upon written request at least three (3) 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.

19.04.2 Upon written request of at least three (3) weeks in advance, an Employee who has elected to run for public office shall be granted a leave of absence for five (5) days without pay to engage in election activities.

19.05 **Jury Leave**

The Employer shall grant leave of absence to an employee who serves as a juror or witness in any court. The Employer shall pay such employee the difference between their normal earnings and benefits and the payment they receives for jury service or court witness, excluding payment for travelling, meals and other expenses. The employee will present proof of service and the amount of pay received.

19.06 **Penitentiary Leave**

Employees shall be entitled to up to one month leave without loss of wages or benefits for a period of time spent in a Canadian jail as a result of reasonable actions by any employee undertaken with the purpose of implementing the directions of the Executive 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 employees by criminal courts as a result of such actions by the employee. It is agreed that employees have the right to refuse to undertake any action which the employee reasonably expects could result in a fine or incarceration.

19.07 **Bereavement Leave**

Upon request, an employee shall be granted reasonable leave with pay upon the death of a relative, spouse, or close associate. Such leave shall be up to fifteen (15) working days, at the employee's request. Request for additional leave without pay shall not be unreasonably withheld.

19.08 **Compassionate Leave**

Upon request, an employee shall be granted leave with pay of up to fifteen (15) working days 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 weeks of leave without pay shall be granted. Request for additional leave without pay shall not be unreasonably withheld.

19.09 **Preventive Medical Care Leave**

Employees shall be entitled to up to five (5) days leave with pay per academic year in order to engage in personal preventive medical and dental care for themselves or a dependant. Pregnant employees shall be entitled to an additional three working days. On request, employees may be required to show proof of medical or dental care for the duration of their absence from work. If such proof will result in a monetary expense to the Employee, the cost of such proof will be borne by the Employer.

19.10 **Maternity, Parental and Adoption Leave**

19.10.1 **Right to Continue Working**

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

19.10.2 **Leave of Absence – Pregnancy and Parental Leave**

Normally only after at least three months of employment and upon written request at least one month in advance, a leave of absence of up to 17 weeks of pregnancy leave for birth mothers, up to 61 weeks of parental leave for birth mothers who took

pregnancy leave, and up to 63 weeks of parental leave for birth mothers who do not take pregnancy leave and all other new parents. In the case of maternity leave, such leave may be taken at any time within the period six months before the birth of the child. In the case of parental or adoption leave, such leave shall commence on the date of their birth or adoption.

19.10.2 Leave of Absence- Pregnancy and Parental Leave

Normally only after at least three months of employment and upon written request at least one month in advance, a leave of absence of up to 17 weeks of pregnancy leave for birth mothers, up to 61 weeks of parental leave for birth mothers who took pregnancy leave, and up to 63 weeks of parental leave for birth mothers who do not take pregnancy leave and all other new parents. In the case of maternity leave, such leave may be taken at any time within the period six months before the birth of the child. In the case of parental leave or adoption leave, such leave shall commence on the date of their birth or adoption.

19.10.3 Supplementary Employment Benefits

The Employer agrees to register a SEB 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.

19.11 Mental Health Days

Employees shall be entitled to five (5) working days per academic year as mental health days with pay.

19.12 Emergency Leave

In the event of a bona fide emergency not covered elsewhere in Articles 18 or 19, leaves without pay of up to five (5) working 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 they do 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.

19.13 Assistance with Political Campaigns

An Employee wishing to participate in a municipal, provincial, or federal election campaign shall be entitled to an additional paid day of leave on any or all municipal, provincial or federal election days for purposes of working on the campaign.

19.14 General Leave

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. In the event that the leave is taken as a result of an employee being hired to work for CUPE Ontario or CUPE National, the leave may be extended for an additional two (2) years. 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 intention to return.

19.15 Return from Leave

Employees returning from leave pursuant to Articles 18 or 19 shall be returned to their former positions, or if the former position no longer exists, shall be returned on terms no less favourable than those enjoyed previous to such leave, at the prevailing rate of pay and with all rights and privileges and benefits as then current in the Collective Agreement

ARTICLE 20 - PAYMENT OF WAGES

20.01 Paydays

20.01.1 The Employer shall pay salaries and wages biweekly in accordance with Appendix 1. Each employee shall receive with their pay an itemized statement of the wages and deductions for the pay period and year to date figures. Such payment will be made by direct deposit every second Friday at 12:00 a.m.

20.01.2 Employees may, upon giving at least five (5) days' notice in writing, receive on the last day preceding the commencement of their annual vacation all wages which may fall due during the period of their vacation.

20.01.3 Any errors in pay will be brought to the attention of the Employment Supervisor and will be corrected with five (5) business days via cheque or direct deposit.

20.02 Temporary Replacement Pay

When an employee temporarily performs the duties of a higher-paying position, they shall receive the rate for that classification, at the "starting" salary rate (outlined in Appendix 1). When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

20.03 Inclement Weather

In the event of an employee being unavoidably detained due to inclement weather while on the Employer's business, the Employer agrees to continue payment of all wages and benefits for that period. An employee is also paid for any day that McMaster University closes due to inclement weather.

20.04 Pro-rata Pay

Where Full-Time Employees become Part-Time Employees, they shall receive their regular wage rate, on a pro-rata basis according to the hours worked. For the purposes of this clause, pro-rata wages will be calculated on the basis of a thirty-five (35) hour week.

20.05 Upon completion of a round of bargaining between CUPE 3906 and McMaster University, all Employees shall receive a lump sum payment of \$1,000.00 in recognition of the extra work and hours undertaken during bargaining.

ARTICLE 21 - HOURS OF WORK AND OVERTIME

21.01 Hours of Work

21.01.1 An hourly paid employee is responsible to the Employer for the number of hours for which they are hired, to a maximum appointment of a thirty-five (35) hour week. The employer understands that the process of bargaining with McMaster on behalf of all bargaining units (1, 2 & 3) may require overtime. Likewise, overtime may be necessary during the September and January CUPE 3906 dental enrolment/opt out period. During this process, "prior approval" shall be made less stringent and the Employer's approval shall not be withheld unreasonably. Employees shall be allowed to set the scheduling of their hours of work with the approval of the Local supervisor or supervisors.

21.01.2 In order to efficiently carry out the provisions of this Agreement, each hourly paid employee shall report on a biweekly basis to their supervisor(s), indicating the number of days absent from work due to sickness, vacation, etc., the number of straight-time hours worked, the number of overtime hours worked, the total number of CA holiday hours, and the total number of statutory holiday hours worked for each period. On the date of pay, the approved Hours of Work Tracking Sheet (including

amendments, if any) will be provided to the Employee along with the Payroll Deductions form. A copy of the Hours of Work Tracking Sheet will be provided to each part-time employee at each pay day.

21.01.3 In order to efficiently carry out the provisions of this Agreement, each salaried employee shall report on a bi-weekly basis to their supervisor, indicating the number of days absent due to sickness, vacation, etc., during the reporting period in an agreed upon hard-copy format, to be left in the Supervisor's mailbox.

21.01.4 The parties agree that the normal work week for salaried employees shall be thirty-five (35) hours (normally four (4) days a week), understanding that the length of the work week will vary. The primary concern of the parties is the completion of the work required of salaried employees, rather than the number of hours worked.

21.01.5 The parties agree that the work week for the Administrative Coordinator shall be 35 hours (35) hours per week (normally 8 hours from Monday to Thursday and 3 hours on Friday).

21.01.6 The hours of work for all employees, both hourly and salaried, are inclusive of a paid eating period of up to one (1) hour per day, including during overtime hours, which may be taken outside of the workplace if the employee so chooses.

21.02 Overtime

21.02.1 Overtime for employees shall be worked on a voluntary basis with the prior written approval of the employee's immediate supervisor. The employee's agreement to work overtime may not unreasonably be withheld. It is agreed that salaried employees do not have access to the compensation provisions laid out in this article until their 45th hour workers.

21.02.2 Overtime shall be compensated for employees who have worked in excess of their regular hours in a given week as follows:

- i) at a rate equal to their regular hourly rate for hours up to 35 in a single week;
- ii) at a rate equal to one and one half (1.5) times the regular hourly rate for hours up to 36 to 44 in a single week;
- iii) at a rate equal to double the regular hourly rate for all hours above 44 in a single week.

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 Local supervisor shall have the right to direct the employee to take such time off.

21.02.4 For the purposes of this article, 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.

21.03 Working from Home

21.03.1 The Employer agrees that it may occasionally be preferable for an Employee to perform some duties at home. Arrangements for an Employee to perform work at home shall always be by prior mutual agreement in writing only. In particular, the Employees understand that the employer's agreement to work at home reflects the employer's function to set workplace priorities.

21.03.2 For the purposes of overtime determination, work at home shall be deemed the same as work at the office.

21.03.3 The Employer agrees to complete a T2200 form for employees when requested.

ARTICLE 22 - EMPLOYMENT EXPENSES AND PROFESSIONAL DEVELOPMENT

22.01 Travel Expenses

22.01.1 Where an employee's job requires travel to a location other than, or in addition to, their normal work location, the Employer shall pay mileage at the rate set by CUPE National from the employee's normal place of employment to the other location, and back, or from the employee's home to the other location and back, whichever is the lesser. Where an employee elects to use public transportation for such travel, the Employer shall pay costs as verified by receipt, accommodation shall also be paid as verified by receipt.

22.01.2 A half-day per diem of or a full-day per diem that accords with the CUPE National rate and guidelines for meals and incidental expenses shall be provided in accordance with 22.01.1. For the purpose of this Article, off-campus bargaining sessions convened during conciliation and/or mediation will be considered "out-of-town". In the event that an Employee incurs in the course of the performance of their out-of-town employment duties and provides receipts demonstrating daily costs exceeding their allotted per diem, the Employee shall be entitled for reimbursement of such costs, to a maximum of \$100.00 per working day.

22.01.3 All off-site parking costs incurred by employees in the performance of their duties shall be reimbursed by the Employer provided that the parking costs are verified by receipt.

Further, in the event that an Employee is requested by the Employer to bring their own vehicle to the workplace, any parking costs incurred shall be reimbursed by the Employer. If an employee is required to work on a non-scheduled work day, any parking costs incurred will be reimbursed by the Employer.

22.01.4 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.

22.01.5 Where the employee attends conventions, conferences, negotiations, conciliation, mediation with the agreement of the employer (which will not be unreasonably withheld), and under special emergent circumstances beyond the control of the employee(s) and the Local (i.e. unexpected McMaster bargaining strategies), upon approval by both the President and Treasurer of Local 3906, etc., the employer shall provide the employee with private hotel accommodations for the duration of all such events which take place outside the city of Hamilton. Provision of such accommodations is entirely at the discretion of the employer where attendance is required within the city of Hamilton, except where the employee is required to attend negotiations, conciliation or mediation meetings which take place over more than one consecutive day. Wherever hotel accommodations are provided, they shall be private accommodations. The employer reaffirms its commitment under section 19.03.3 of Article 19 – Leaves.

22.01.6.1 An HSR monthly bus pass (or the monetary equivalent of such towards a monthly pass for an alternative public transport system or University parking permit) will be provided by the Employer for the Employee's use. Provisions will be made to provide this money up-front in an agreed upon format should a need arise.

22.01.6.2 The administration of this benefit will be at the Employee's discretion up to a total monetary equivalent of twelve (12) months multiplied by the cost of an HSR bus pass per month.

- 22.02 Evening Work**
Where an employee is directed to work in the evening, i.e., after 7 p.m., after having worked at least six (6) hours during the same day, a dinner allowance not to exceed \$15.00, subject to verification by receipt, will be provided by the Employer. If such evening work is not concluded prior to 10 p.m., the employer will also provide, subject to verification by receipt, taxi service to the employee's home or to another site of their choice, the cost of which does not exceed the former or one hundred (100) dollars.
- 22.03 Professional Development**
- 22.03.1** Each employee shall be entitled to up to five (5) days leave with pay per academic year to attend courses of instruction, conferences, seminars and/or workshops that the employer and employee agree will assist the employee in the performance of their current position. Employees may accrue to ten (10) days for such leave.
- 22.03.2** It is agreed that any regular employee may use time off in lieu of overtime pay (Article 21.02.3) or vacation days (Article 17) in addition to the paid leave taken in accordance with this Article.
- 22.03.3** The Employer shall pay up to \$2,000 per academic year for each Regular Employee towards the cost of attending the course, conference, seminar or workshop required by the employer. The employer shall consider on a case-by-case basis any conferences, seminars or workshops which carry costs in excess of \$1,500. When expenses exceed \$100.00, the Employer shall make advance and direct payment. Otherwise, the employee shall be reimbursed by the Employer upon submission of receipts. Unused entitlements under this clause may be carried forward for use in subsequent years, to a maximum of \$5,000. It is understood that this amount includes only registration and material costs, and that any additional costs – travel, hotel, per diems – are to be paid separately, unless the registration costs include these items.
- 22.04 Working Equipment**
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 as determined by the Employer.
- 22.05** Employees shall be provided standard business cards of their choosing, at the Employer's expense.
- 22.06** Each Employee shall be entitled to an annual clothing allowance of \$400.00 on the first pay of each Academic Year.
- 22.07** Employment-related cell phone expenses will be reimbursed, normally to a maximum of \$80.00 per month for each Staff Representative. Employees will endeavour that cell phone expenses be kept to a minimum and will produce receipts and/or billing demonstrating employment-related costs. When claiming for costs above \$80.00, documentation of the expenses must be provided.
- 22.08** The Employer will continue purchase labour law books and update them as required, and ensure that all employees have access to these resources.

ARTICLE 23 - VACATION AND SEVERANCE PAY

- 23.01 Vacation Pay**
- 23.01.1** At the time of total layoff, termination or resignation, a regular employee shall be entitled to, subject to Article 23.02, vacation pay as follows:
a) in the first year of employment, they shall be paid 5.8% of their wages to date;

- b) in the second year of employment, they shall be paid 7.7% of their wages paid to date in the current year of employment;
 - c) in the third or any subsequent year of employment, they shall be paid 9.6% of their wages paid to date in their current year of employment.
- 23.01.2** Such vacation pay shall be reduced by the amount of wages paid to the regular employee while taking their current year's vacation entitlement.
- 23.02** **Resignation**
An employee shall resign by giving at least twenty-eight (28) days' notice to the Employer, in writing, whenever possible. The parties recognize the increase in workload a resignation may cause to other members of the bargaining unit, and as such, the Employee will endeavour to give more notice if possible.
- 23.03** **Severance Pay**
23.03.1 The Employer shall pay an Employee whose employment is terminated through a total layoff, five (5) weeks' pay at their current wages, plus five (5) weeks' pay for every year of completed employment with the Employer (to a limit of ten (10) years).
- 23.03.2** In the event of a termination through total lay-off preceded within twenty-four (24) months by a partial lay-off, a regular employee shall receive severance pay calculated at the employee's pre-partial layoff monthly wages or at the post-partial layoff monthly wages, whichever is higher.
- 23.03.3** For the purpose of implementing this Article, a regular employee who is laid off with no recall date, or whose recall date is more than a year from the date of layoff, or who is laid off and whose recall date is cancelled, or who waives their right to recall shall be considered to be terminated.

ARTICLE 24 – BENEFITS AND PENSION

- 24.01** **Health and Dental Plan**
24.01.1 All regular Employees, their spouses and/or dependents shall be enrolled in the "Equitable Life Insurance Plan" (TELIP) Policy 821600. Full cost of enrolment shall be paid by the Employer, excepting Long Term Disability premiums.
- 24.01.2** The Employer shall set aside \$1,600.00, per Employee, per academic year, for payment of benefits not covered by the "Equitable Life Insurance Plan" (TELIP).
- 24.02** **Multi-Sector Pension Plan for Employees**
All Employees shall be enrolled in the Multi-Sector Pension Plan, as per Appendix 3 – Multi-Sector Pension Plan. For each enrolled Employee, the Employer shall contribute 7.0% of gross regular wages to the MSPP each month. Each enrolled Employee shall contribute 1.5% of their gross regular wages to the MSPP each month.
- 24.03** This will certify that employee and employer contributions submitted to InBenefits up to 60 days after an employee's termination date are with respect to time worked prior to termination unless otherwise notified.

ARTICLE 25 – HEALTH AND SAFETY

- 25.01.1** 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.
- 25.01.2** Except where minute-taking is outlined in an employee's job description (Appendix 2), Employees shall not be required to take minutes during meetings conducted by the

Employer and/or for CUPE Local 3906 business.

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

25.02.3 The Employer agrees to facilitate the Occupational Health Clinic for Ontario Workers (OHCOW) making an ergonomic assessment of the workplace at the request of an employee. The Employer will cover any cost associated with the assessment, including but not limited to the cost of implementing any reasonable recommendations coming out of the assessment.

25.03 Violence in the Workplace

The Employer and the Union have a zero tolerance policy toward violent behaviour in the workplace.

Workplace violence is defined as any incident in which an employee is threatened, coerced, abused, or sustains physical, emotional or psychological harm or injury in, at, or related to the workplace. This included but is not limited to situations covered by the Ontario Human Rights Act, as well as racialized, gender-based, personal and domestic violence and bullying.

It is expected that employees will report incidents of workplace violence to their CUPE 1281 steward, as well as to their Supervisor as specific circumstances dictate and, as necessary, file an incident report detailing the incident. Such reported incidents will be investigated and, as, appropriate, a summary of each investigation will be provided to the co-chairs of the Labour-Management Committee.

The Employer shall pay fully the legal costs and shall provide legal council, upon request, for any bargaining unit member who is involved in an investigation and/or prosecution as a result of violence arising during the performance of assigned contract work.

The Employer and the Union recognize that where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents, including time off from work. The employee will not lose wages for participation in such recovery.

Where the employee is a victim of violence, the Employer agrees to reimburse the employee for any counselling sessions with a licensed counsellor of the employee's choice.

The parties agree that information and training with respect to workplace violence, including domestic violence, is essential in promoting a safe and security-conscious work environment, and will work jointly to continue to enhance efforts in this regard.

All violations of this Article are grievable.

ARTICLE 26 - JOB DESCRIPTIONS

26.01 No Changes

Job descriptions are set out in Appendix 2. They shall not be changed, nor shall new regular duties beyond those specified be added to an employee's job without the

agreement of the Union.

- 26.02 New Positions**
Where the Employer wishes to create a new bargaining unit position not covered by Appendix 2 during the term of this Agreement, the job description shall be subject to negotiation between the Employer and the Union. Should the parties be unable to reach agreement, the job description may be submitted to Arbitration in accordance with Article 8.
- 26.03** When CUPE 3906 organizes a new bargaining unit, or if an existing bargaining unit experiences significant growth or secures a new benefit, the parties agree to meet to review the staffing levels in the office and the impact that the change may have on workload.

ARTICLE 27 – TECHNOLOGICAL CHANGE

- 27.01 No Dismissal**
No employee shall be dismissed or suffer any other reduction in their hours of work because of mechanization or technological changes. An employee who is displaced from their position by virtue of technological change or improvements will suffer no reduction in normal earnings and will be given the opportunity to fill other vacancies according to seniority.
- 27.02 Training**
In the event that the Employer should introduce new methods or machines which require new or greater skills that 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. It is understood that such training is the responsibility of the Employer and is not to be confused with the provisions covering Professional Development under this agreement.

ARTICLE 28 – COPIES OF AGREEMENT

- 28.01** The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and duties under it. For this reason, the Employer shall provide each employee and the Union with both an electronic copy and a hard copy printed by McMaster MPS a copy of this Agreement, at no cost, within sixty (60) days of ratification.

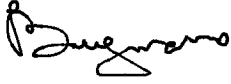
ARTICLE 29 - DURATION OF AGREEMENT

- 29.01** This agreement shall continue in force and effect from January 1st 2020 to December 31, 2022 unless the bargaining unit 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.
- 29.02** Either party to this Agreement may, not more than one hundred and twenty (120) days prior to December 31st, 2022, present the other party, in writing, proposed terms of a renewal of this Agreement and/or amendments to the Agreement. A meeting shall be held within twenty days, at which time the parties will commence negotiations on the proposed amendments and/or terms of a new agreement.
- 29.03** Failing agreement by December 31, 2022, 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 lockout.
- 29.04** Notwithstanding the above (29.01) the employer understands that the bargaining unit

may serve notice of renewal of this agreement between August 1 and December 31, 2021, and that all of the conditions provided for under sub-section 29.02 shall apply in that event. The bargaining unit, 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 bargaining unit's notice.

Signed on behalf of the parties:

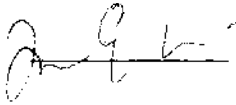
For the Union:



Francesca Brugnano

Brad Walchuk

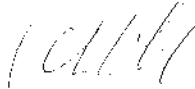
Brad Walchuk



Mary Ellen Campbell



Lyndall Musselman, President, CUPE 1281

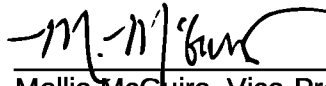


Saira Chhibber, Staff Representative, CUPE 1281

For the Employer:



Nathan Todd, President, CUPE 3906



Mollie McGuire, Vice-President, CUPE 3906



Chris Fairweather, Treasurer, CUPE 3906

APPENDIX 1 – SALARIES

As of the date of the agreement, wages shall be paid, according to length of service, as per the following grid:

Year	Staff Representative(s) and Senior Staff Representative	Administrative Coordinator
Start	\$67,725.00	\$25.56/hr
1	\$71,788.00	\$27.09/hr
2	\$76,096.00	\$28.72/hr
3	\$79,901.00	\$30.16/hr
4	\$83,896.00	\$31.67/hr
5	\$87,251.00	\$32.94/hr
6	\$89,869.00	\$33.93/hr
7	\$91,666.00	\$34.61/hr
8	\$93,500.00	\$35.30/hr
9	\$94,902.00	\$35.83/hr
10	\$96,326.00	\$36.37/hr
11	\$97,770.62	\$36.92/hr

Date	Bargaining Mobilizer
January 1, 2020	\$25.56/hr
January 1, 2021	\$27.09/hr
January 1, 2022	\$28.72/hr

To compensate for additional workload, where a vacancy exists in one of the full-time salaried positions, while the hiring process is underway, the remaining Employees will be paid a premium rate of one and one half (1.5) times their rate on the grid. It is agreed that this provision is limited to a three (3) month period (extendable by mutual agreement between the parties), at which point the position must be filled as per Articles 10 and 11. In the event the a Staff Representative is qualified for, and agrees to, help provide support to a newly hired Administrative Coordinator, they will receive an additional \$500.00 per month for the first three months of that Administrative Coordinator's employment.

The Senior Staff Representative will receive an additional salary of \$500.00 per month for the first three months of the new Staff Representative's probationary period to reflect the increased workload and training involved with hiring a new Staff Representative.

Cost of Living Adjustment

Effective July 11, 1999, the Employer shall raise the wages for bargaining-unit members by the equivalent of the amount by which the rate of inflation in any calendar year beginning September 1, based on the Consumer Price Index for Ontario for that period, exceeds three per cent (3%).

APPENDIX 2 – JOB DESCRIPTIONS

The Employer and the Union jointly undertake to review all job descriptions included in this agreement three (3) months after the positions have been filled. Agreement to any changes shall be by mutual consent.

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.

The employee shall carry out their duties as transmitted to them by the Supervisor. It is understood that the emphasis placed on the tasks in this job description may vary from time to time. The Employees shall set priorities in consultation with their supervisor.

All committee chairs shall ensure that the employees are informed in writing of all committee decisions and decision-making policies.

Senior Staff Representative (35 hours/week)

The duties of the Staff Representative shall include the items below, and other related duties.

Employees may have voice but no vote in all discussions concerning the Employer's budgets and financial arrangements. Employees may be excluded from management sessions as defined in Article 6.04.

It is understood that items 2 through 5 are not the sole responsibility of the Staff Representative, but that members of the Local Executive will share the responsibility of performing these duties as provided by Local by-laws. Unless otherwise directed by the Executive, employees are to make the day-to-day decisions necessary for the implementation of Local policy.

1. Executive Assistant: The Staff Representative is a resource person and advisor for the Local Executive and assists it in the carrying out of its duties. This may include providing relevant training for new executive members, including the provision of background information and institutional memory for Local decisions, procedures and practices. The Staff Representative will, unless otherwise advised, attend all Executive meetings and shall report verbally to the meeting, as deemed appropriate by the Executive. When requested, the Staff Representative shall attend membership and departmental membership meetings, Local committee meetings and the National Convention.

2. Membership Service: The Staff Representative is a resource person and an advisor for members with work-related problems. In this regard, the Staff Representative shall a) provide advice and/or referral for unemployment insurance problems, immigration, health and other legal matters; and b) advise members as to their rights and obligations under the Collective Agreement, National Constitution and Local By-laws.

3. Grievances, arbitrations, and other legal matters: The Staff Representative will assist with the Grievance Officer, advises members; assists stewards and officers in the processing of grievances and may be asked to prepare and present grievance settlements and grievance arbitrations, Labour Relations Board (or equivalent) proceedings, and Unemployment Insurance Appeals. However, the Staff Representative shall have the right to refuse to present a particular grievance arbitration, Labour Relations Board proceeding, or Unemployment Insurance Appeal should they be unwilling to undertake such a presentation because they reasonably feels they are unqualified to present it, or on any other reasonable grounds. Nothing in the above precludes the Employer from hiring legal counsel or using the service of CUPE National to present such a case; nor does this provision take away the right of a member of CUPE 3906 to file a grievance and have it pursued.

4. Office Administration: The Staff Representative ensures the smooth and efficient running of

the Local Office. This includes, keeping regular office hours to provide service to the membership, administering benefits, and answering emails and phone inquiries. They shall assist with the provision of general information to members about CUPE 3906, including notification of general membership and other meetings, newsletters, and distributing information as requested and approved by supervisors. The Staff Representative shall keep all records in an orderly and accessible manner. The Staff Representative shall also ensure that appropriate office supplies are purchased and available to executive officers, book meeting rooms when required, and assist in travel arrangements for Union business.

5. Stewards' Network: The Staff Representative assists the Chief Steward(s) in training stewards, doing research for stewards, and co-ordinating the setting up of the stewards' network in the Local.

6. External Liaison: Upon request by the Supervisor and/or designate, The Staff Representative, in conjunction with the appropriate executive member, is a liaison between the Local and other campus and non-campus groups (Unions, associations, student councils, etc.).

7. Committee Service: With the exception of the Internal Labour/Management Committee, the Staff Representative is a resource person and advisor to all Local 3906 committees and may be consulted (subject to their availability) on all matters of these committees in order to assist the committees in the carrying out of their respective duties.

8. Contract Negotiations: The Staff Representative assists the other Staff Representative in meeting the requirements of all tasks associated with contract negotiations, as reasonably required.

Staff Representative (35 hours/week)

The duties of the Staff Representative shall include the items below, and other related duties.

Employees may have voice but no vote in all discussions concerning the Employer's budgets and financial arrangements. Employees may be excluded from management sessions as defined in Article 6.04.

It is understood that items 2 through 5 are not the sole responsibility of the Staff Representative, but that members of the Local Executive will share the responsibility of performing these duties as provided by Local by-laws. Unless otherwise directed by the Executive, employees are to make the day-to-day decisions necessary for the implementation of Local policy.

1. Executive Assistant: The Staff Representative is a resource person and advisor for the Local Executive and assists it in the carrying out of its duties. This may include providing relevant training for new executive members, including the provision of background information and institutional memory for Local decisions, procedures and practices. The Staff Representative will, unless otherwise advised, attend all Executive meetings and shall report verbally to the meeting, as deemed appropriate by the Executive. When requested, the Staff Representative shall attend membership and departmental membership meetings, Local committee meetings and the National Convention.

2. Membership Service: The Staff Representative is a resource person and an advisor for members with work-related problems. In this regard, the Staff Representative shall a) provide advice and/or referral for unemployment insurance problems, immigration, health and other legal matters; and b) advise members as to their rights and obligations under the Collective Agreement, National Constitution and Local By-laws.

3. Grievances, arbitrations, and other legal matters: The Staff Representative, with the Grievance Officer, advises members; assists stewards and officers in the processing of grievances and may be asked to prepare and present grievance settlements and grievance arbitrations, Labour Relations Board (or equivalent) proceedings, and Unemployment Insurance Appeals. However, the Staff Representative shall have the right to refuse to present a particular grievance arbitration, Labour Relations Board proceeding, or Unemployment Insurance Appeal should they be unwilling to undertake such a presentation because they reasonably feels they are unqualified to present it, or on any other reasonable grounds. Nothing in the above precludes the Employer from hiring legal counsel or using the service of CUPE National to present such a case; nor does this provision take away the right of a member of CUPE 3906 to file a grievance and have it pursued.

4. Contract Negotiations: The Staff Representative 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. The Staff Representative may assist the Communications Officer and Chief Steward to coordinate media releases relaying any information with respect to job action. Be it noted that during contract negotiations, executive assistant, office administration and/or other duties may be reduced in recognition of time required for bargaining.

5. Office Administration: The Staff Representative assists the the other Staff Representative in ensuring the smooth and efficient running of the Local Office. This includes, keeping regular office hours to provide service to the membership, administering benefits, and answering emails and phone inquiries. They shall assist with the provision of general information to members about CUPE 3906, including notification of general membership and other meetings, newsletters, and distributing information as requested and approved by supervisors. The Staff Representative shall keep all records in an orderly and accessible manner. The Staff Representative shall also ensure that appropriate office supplies are purchased and available to executive officers, book meeting rooms when required, and assist in travel arrangements for Union business.

6. Publicity: The Staff Representative assists the Communications Officer and Chief Stewards in the preparation of posters, newspaper ads, etc., for meetings and campaigns; in the production of

Local newsletters, pamphlets, bulletins, etc.; and in the development and distribution of media releases.

7. Committee Service: With the exception of the Internal Labour/Management Committee, the Staff Representative is a resource person and advisor to all Local 3906 committees and may be consulted (subject to their availability) on all matters and decision making of these committees in order to assist the committees in the carrying out of their respective duties.

Full-Time Administrative Coordinator (35 hours/week)

The Administrative Coordinator will work with the executive committee. Their primary role will be the administration and processing of benefits. This includes processing claims, answering member inquiries, and preparing annual reports on benefits. They will also be responsible for Job Postings administration, including checking over all postings that come in from the University to ensure they are in line with the Collective Agreements, and posting them to the website. They will also be partly responsible under the direction of the Staff Supervisors for ensuring the day-to-day functioning of the 3906 office.

It is understood that items 3 through 6 are not the sole responsibility of the Administrative Coordinator, but that members of the Local Executive will share the responsibility of performing these duties as provided by the Local by-laws. Unless otherwise directed by the Staff Supervisor, employees are to make the day-to-day decisions necessary for the implementation of the Local policy.

1. **Executive Assistant:** The Administrative Coordinator is a resource person and advisor for the Local Executive in all matters relating to benefits and postings and assists it in the carrying out of its duties. This may include providing relevant training for new executive members, including the provision of background information and institutional memory for

Local decisions, procedures and practices. When requested, the Administrative Coordinator shall attend Executive meetings, General Membership meetings and departmental membership meetings and Local committee meetings and report verbally to the meeting as deemed appropriate by the executive.

2. **Bargaining Assistant-** When requested by their supervisor, and in consultation with the Staff Representatives, the Administrative Coordinator will assist the bargaining team. Their primary duty will be to attend the bargaining team caucus meetings as well as bargaining meetings and take comprehensive minutes. They may also be asked to help prepare information regarding the bargaining unit's current benefits, and help provide relevant information and institutional memory or past bargaining rounds to the bargaining team if needed. It is understood that tasks around bargaining assistance may be limited from time-to-time during routinely high work-volume periods of core administrative work during the year (for example, September with dental enrollments and opt out times). At these times, the core administration work will take precedence and the bargaining assistance and grievance work will be reduced until the busy period is finished
3. **Benefits Administration:** The Administrative Coordinator will work with the benefits and advocacy officer and staff representatives to ensure the smooth administration of all union administered benefits. They are responsible for the orientation of the newly elected Benefits and Advocacy Officer to make sure they get the training and knowledge needed to perform their executive role. The Administrative Coordinator is responsible for processing benefits claims, answering benefits inquiries, and following-up on benefits related matters and to draft the annual benefits funds reports (upon request by McMaster University).
4. They will liaise with the benefits carriers (e.g., Prosure and Equitable Life) in order to negotiate premiums, inquire about claims, and have members reimbursed for claims (where needed). They will track and prepare annual reports on the access, use and financials of all Local administered benefits funds: they will report these findings in an easy-to-read spreadsheet/summary for to serve as consultations to the Benefits and Advocacy Officer/Benefits Committee, staff, and executive to help make decisions on benefits administration and budget projections. At the end of bargaining and/or any time a change to a benefit occurs, the Administrative coordinator will be responsible for writing and updating the benefit booklets on the website, and/or collaboration with Staff Representatives to alert the membership affected by these changes and to provide the members with the updated benefits information. In addition, they will act as a resource person and advisor to the benefits committee.
5. **Postings Administration:** The Administrative Coordinator is responsible for retrieving all postings from the departments and schools across campus from Mosaic and to ensure that they are compliant with the requirements set out in the collective agreements. They will work with chief stewards and staff representatives to communicate any irregularities on postings forms to the Local Executive committee. Where appropriate, and in consultation with the chief stewards and staff representatives, the Administrative Coordinator will take the necessary steps to correct job posting errors, save and except the filing and processing of grievances. They will follow up with McMaster University on initial inquiries regarding postings, attend grievance meetings, and take minutes during these meetings.

6. **Administration and Maintenance of Membership Lists:** In consultation with the Local Executive Committee and Staff Representatives, the Administrative Coordinator will prepare and maintain a current member information database. They will maintain a term-by-term membership list based on the information in the Dues Reports as provided periodically to the Employer by the McMaster University administration. They will ensure that the most recent term-by-term lists provided by the University are updated for the purpose of contract negotiation-related votes, General Membership Meetings, and Special General Membership Meetings.
7. **General Administration:** The Administrative Coordinator ensures the smooth and efficient running of the Local office. This includes keeping regular office hours to provide service to the membership, administering benefits, and answering e-mails and phone inquiries. They shall assist with the dissemination of general information to members about CUPE 3906, including notification of general membership meetings, newsletters, and distributing information as requested and approved by supervisor(s). The Administrative Coordinator shall keep all records in an orderly and accessible manner. They shall also ensure that appropriate office supplies are purchased and available to the executive officers, book meetings when required, and assist in travel arrangements for Union business. The Administrative Coordinator will also assist on other administrative duties assigned by the Executive.

Bargaining Mobilizer (usually 10 hours per week and up to 35 hours per week)

The average expected weekly hours worked are 10, but the job will vary based on the progress made at the bargaining table. There is some expectation, particularly at the time of deadline bargaining (or another critical juncture) that you will see the workload increased substantially, but this increase will nevertheless be in line with the *Employment Standards Act*.

The general tasks & role of the Bargaining Mobilizer are as follows:

1. **Education & Publicity**

The Bargaining Mobilizer will help educate members on the collective bargaining process, union membership, and the key dates and events of the collective bargaining process as they unfold. This may include: face-to-face canvassing, small-group discussions with members; the creation of email/website content; the production of posters and/or other promotional media.

2. **Member Engagement Building**

The Bargaining Mobilizer will also be tasked with creating strategies & campaigns aimed at building general membership support & activism around the bargaining process. This may include: organize events and structure tests; face-to-face canvassing; small group discussions with members; large group discussions with members; coordinating volunteers; social-mapping of departments.

3. **Training & Skill-sharing**

The Bargaining Mobilizer will help identify and recruit interested members into the bargaining support committee and provide this committee with effective tools and strategies for mobilization. This may include: one-on-one coaching on face-to-face canvassing; mentoring / shadowing with members; leading information sessions on the topic of mobilizing.

4. **Committee Support**

The Bargaining Mobilizer will be a non-voting member of the bargaining support team and will help coordinate & organize its activities. The bargaining mobilizer will work closely with the chair(s) of the bargaining support committee, along with the bargaining team and the executive, under the direction of the employment supervisor (or their designate); other duties as assigned.

5. Campaign Support

The Bargaining Mobilizer will help with the creation and implementation of campaigns in support of key bargaining issues/demands. This may include: coordinating with the bargaining and bargaining support teams; the creation of promotional media (physical & digital); assisting with the organizing & running of events.

APPENDIX 3 – MULTI-SECTOR PENSION PLAN

PARTICIPATION AGREEMENT

The Agreement made this ___10th___ day of _____February_____ 2020.

BETWEEN

CUPE 3906
(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:

The Employer shall make contributions to the Plan in accordance with the terms of the collective agreement dated the ___10___ day of _____February_____, 2020 (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.

1. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
2. 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.
3. 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.
4. 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.
5. 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

.01 In this Article, the terms used shall have the meanings as described:

“Plan” means the Multi-Sector Pension Plan

“Applicable Wages” means the basic straight time wages for all hours worked and in addition

- i) the straight time component of hours worked on a holiday; and
- ii) holiday pay, for the hours not worked; and
- iii) vacation pay; and

iv) sick pay paid directly by the Employer (but not short term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and

v) All other payments, premiums, allowances and similar payments are excluded.

“Eligible Employees” means all employees in the bargaining unit.

.02 Commencing ____February 10____ each Eligible Employee shall contribute for each pay period an amount equal to ____1.5____% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to ____7.0____% of Applicable Wages to the Plan.

The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

EMPLOYER:

MULTI-SECTOR PENSION PLAN, by its Trustees

APPENDIX 4 - SUPPLEMENTARY EMPLOYMENT 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 one (1) week of leave, payments equivalent to one hundred per cent (100%) of their regular weekly wage;
- 2)** For up to sixteen (16) additional weeks during which they are eligible to receive E.I. benefits, payments equivalent to the difference between the E.I. benefits the employee is eligible to receive and one hundred per cent (100%) of their regular weekly wage;
- 3)** Following the first seventeen (17) weeks of leave, a top-up totalling the difference between the Employees weekly E.I. benefits and ninety per cent (85%) of their regular weekly wage for 52 weeks; In the case of birth parents who take pregnancy leave, or 46 weeks in all other cases;
- 4)** Should the employee be ineligible to receive E.I. benefits during the period of their maternity, parental or adoption leave, the equivalent of ninety-five per cent (95%) of their regular weekly wage for the first seventeen (17) weeks, and payments equivalent to fifty per cent (50%) of their regular weekly wage for a maximum of an additional eighteen (18) weeks.

APPENDIX 5 - GRIEVANCE FORM

GRIEVANCE TYPE: _____

NAME: (if applicable) _____

POSITION: (if applicable) _____

CLAUSES OF AGREEMENT VIOLATED:

DETAILS OF GRIEVANCE:

REDRESS SOUGHT:

Grievor (if applicable)

Unit Steward

Date: _____