

**COLLECTIVE AGREEMENT**

**BETWEEN**



**LOCAL 1281 OF THE CANADIAN UNION OF PUBLIC  
EMPLOYEES**

**AND**

***CUPE 3913***

**LOCAL 3913 OF THE CANADIAN UNION OF PUBLIC  
EMPLOYEES**

**EFFECTIVE FROM DECEMBER 1, 2024 - NOVEMBER 30, 2029**

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## **Definitions**

(1) Candidate - Any applicant being considered for hire to a position.

(a) External Candidate - Any Candidate who is not a member of the bargaining unit.

(b) Internal Candidate - Any Candidate who is a member of the bargaining unit.

(2) Day - Any calendar day.

(a) Work Day - Any weekday from Monday to Thursday that is not considered a holiday as listed in Article 16.01. For the purposes of administering this Collective Agreement, a Work Day for an Employee is equal to the number of regularly scheduled hours of work per Week divided by the number of regularly scheduled Days of work per Week as per 21.01.

(3) Employee - Any individual employed by the Employer.

(a) Casual Employee - Any Employee who performs non-bargaining unit work on a contract basis for periods of up to three (3) months or five hundred (500) hours (whichever is less) and is not a member of the bargaining unit.

(b) Full-Time Employee - Any Permanent Employee who works an average of at least thirty-five (35) hours per Week.

(c) Part-Time Employee - Any Permanent Employee who works less than an average of thirty-five (35) hours per Week.

(d) Permanent Employee - Any Employee who is a member of the bargaining unit.

(e) Term Employee - Any Employee who performs bargaining unit work on a temporary contract basis for periods up to one (1) year and is a member of the bargaining unit. Term Employees shall only be employed to replace Permanent Employees on leave or vacation.

(4) Employer - Canadian Union of Public Employees Local 3913 (CUPE Local 3913).

(a) Employer Representative(s) - Any individual(s) appointed by the Executive Committee of the Employer to represent it in any dealings with the Union. Unless otherwise designated, the Employer Representative is the Supervisor.

(5) Executive Committee - The governing body, for either the Employer or the Union, legally responsible for ratifying this Collective Agreement.

- (6) Layoff - As defined in the Employment Standards Act by the Ministry of Labour which, at the signing of this Collective Agreement, states in part, "when an Employer cuts back or stops the Employee's work without ending [their] employment".
- (a) Complete Layoff - When the Employer stops all of an Employee's work.
  - (b) Partial Layoff - When the Employer cuts back some of an Employee's work.
- (7) Party - A group that is legally entitled to participate in the administration of this Collective Agreement, namely the Employer or the Union.
- (8) Spouse - Any individual who is related to an Employee as a wife, husband, or common-law partner or is designated by an Employee to act in place of a wife, husband, or common-law partner.
- (9) Supervisor - Any individual, usually the Employer's President, who supervises Employees.
- (a) Designate Supervisor - Any individual that is appointed by the Supervisor to act on their behalf.
- (10) Union - Canadian Union of Public Employees Local 1281 (CUPE Local 1281).
- (a) President's Designate - Any individual that is appointed by the President to act on their behalf.
  - (b) Union Representative(s) - Any individual(s) appointed by the Executive Committee of the Union to represent it in any dealings with the Employer. Unless otherwise designated, the Union Representatives are the sub-unit Steward for CUPE 3913, the President, and the President's Designate.
- (11) Week - Any calendar week (starting at 12:01 am on Monday).
- (a) Work Week - Any Week that consists of Work Days.

## **Article 1 – Intent and Purpose**

- 1.01** The purpose of this Collective Agreement is to establish an orderly collective bargaining relationship between the Employer and its Employees represented by the Union; to define clearly the rates of pay, extent of Employee benefits, and hours and conditions of work; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interests of the Employer and its Employees.
- 1.02** The pronoun “they” is used in this Collective Agreement to refer to the singular or the plural with the intention of creating neutrality around gendered language.

## **Article 2 – Employer’s Function**

- 2.01** The Union recognizes the right of the Employer to hire; not hire; transfer; promote; demote; relocate; layoff; recall; 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 subject to the terms of this Collective Agreement.
- 2.02** The Employer shall exercise these functions in a fair, reasonable, and equitable manner and in a manner that is consistent with this Collective Agreement.
- 2.03** The Employer’s website shall be updated on the regular basis to reflect any changes, or within two (2) weeks of such changes. From time to time the Employer may update the website or utilize its email or SMS functions without the assistance of, but in consultation with, the Administration and Financial Coordinator. The Employer will update the Administration and Financial Coordinator of any changes within two (2) weeks of such changes.
- 2.04** The Employer shall ensure that its Finance Committee sets up a proper, separate account in one of the Employer’s financial institutions, and that monies are budgeted for and set aside on a regular basis in a way that ensures that all obligations in this Collective Agreement can be met.
- 2.05** In the event that the Employer ceases business or becomes insolvent, Employees shall receive all monies owed to them under the terms of this Collective Agreement prior to the Employer considering any and all claims from any of its creditors.

## **Article 3 – Recognition**

**3.01** The Employer recognizes CUPE Local 1281 as the sole and exclusive bargaining agent for all its Employees, save and except Casual Employees as per 3.05.

### **3.02 Permanent Employees**

The Employer shall provide full-time employment for all its Employees to the extent that it is possible. To meet this commitment, the Employer shall not hire multiple people on a part-time basis if it is possible to hire a single person or Full-Time Employee to accomplish the same duties.

**3.03** An Employee shall be considered a Full-Time Employee when they are employed for thirty-five (35) hours per Week. An Employee working less than thirty-five (35) hours per Week shall be considered a Part-Time Employee. Part-Time Employees are eligible for all entitlements in this Collective Agreement, prorated according to the Employee's regular weekly hours of work.

### **3.04 Term Employees**

Notwithstanding the above, the Union recognizes the Employer's right to hire Term Employees to perform bargaining unit work. The Employer agrees that such hiring is not a substitute for, or alternative to, regular hiring. Such Employees shall not be hired so as to result in the displacement, discharge, or lay-off of bargaining unit Employees. Such Employees may only be employed for periods of up to one (1) year and only to replace a Permanent Employee on leave or vacation. This period of one (1) year may be extended with a written agreement between the Union and the Employer.

Term Employees shall enjoy all the rights and benefits of this Collective Agreement save and except severance pay, layoff notice, benefits during layoff, bumping rights, public office leave, and general leave. Term Employees shall not have the right to grieve termination at the end of their contract.

### **3.05 Casual Employees**

Casual Employees are those who are hired on an hourly or honorarium basis to perform duties of a temporary nature. Casual Employees shall not be members of the bargaining unit and shall not perform bargaining unit work. Casual Employees may only be employed to work on special projects for periods of up to

three (3) months or five hundred (500) hours (whichever is less). This period may be extended with a written agreement between the Union and the Employer. The Union cannot unreasonably deny an extension of the period. If there is not an agreement to extend the period, the Parties shall meet within fifteen (15) Days to discuss the possibility of converting the casual work to bargaining unit work.

**3.06** The Employer shall notify the Union in writing prior to hiring Casual Employees. The Employer shall provide a written contract to a Casual Employee and immediately upon hire, forward a copy of that contract to the Union.

**3.07** If an Employee has been hired and the Employer has failed to inform all bargaining unit members of the initial posting, then the Employer shall post the position in accordance with Article 10. If a member of the bargaining unit is awarded the position in accordance with Article 11, the original Employee shall then be laid off in accordance with Article 12.

## **Article 4 – Discrimination and Harassment**

- 4.01** The Employer is committed to providing a workplace free of discrimination and harassment, as defined by the Ontario Human Rights Code (OHRC) and Occupational Health and Safety Act (OHSA), where all individuals are treated with respect and dignity, can contribute fully, and have equal opportunities. The Employer and the Union agree that harassment and discrimination shall not be tolerated, condoned, or ignored. This applies to any Employee or any applicant seeking to become an Employee, the Employer, and the Union.
- 4.02** Discrimination means any form of unequal treatment based on an Ontario Human Rights Code (OHRC) ground, whether imposing extra burdens or denying benefits. It may be intentional or unintentional. It may involve direct actions that are discriminatory on their face, or it may involve rules, practices or procedures that appear neutral, but disadvantage certain groups of people. Discrimination may take obvious forms, or it may happen in very subtle ways. Even if there are many factors affecting a decision or action, if discrimination is one factor, that is a violation of this Article.
- 4.03** Harassment is a course of vexatious comments or actions that are known, or ought reasonably to be known, to be unwelcome. It can involve words or actions that are known or should be known to be offensive, embarrassing, humiliating, demeaning or unwelcome. Harassment can occur based on any of the grounds of discrimination in the Ontario Human Rights Code or in this Collective Agreement. Harassment is also defined in the “Definitions” section of the Occupational Health and Safety Act (1990) under “workplace harassment”.
- 4.04** 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.
- 4.05** Harassment, as defined in the “Definitions” section of the Occupational Health and Safety Act (1990) under “workplace harassment”, and harassment and discrimination based on the following grounds, and any grounds that may be added to the Ontario Human Rights Code, are prohibited: age; race; creed; colour; place of origin; ethnic origin; citizenship; ancestry; native language; political or religious affiliation, beliefs, or activities; sex/pregnancy; sexual preference or orientation; gender identity, gender expression, marital status; family status; parental status; number of dependents; place of residence; working class background; receipt of public assistance; 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 illness, AIDS-related Complex (ARC), positive Human Immunodeficiency Virus (HIV) test; AIDS/HIV status; Chronic Fatigue Syndrome; handicap or disability which does not prevent the performance of the duties of a position; union or non-union membership or activity; occupational freedom of expression; association or relationship with a person identified by one of the above grounds; nor by reason of the exercise of any of the rights contained in this Collective Agreement.

#### **4.06 Harassment Grievances**

An Employee who alleges they have been subject to harassment and/or discrimination may submit a grievance under this Article. All grievances shall be submitted in writing within thirty (30) Work Days of the alleged incident(s) by the Union, to the Employer Representative. If the Employer Representative is a party to the grievance, then the grievance shall be submitted to the Executive Committee.

The Employer may initiate a grievance at Step 2 as per Article 7.

The Parties agree that a grievor may rely on incidents that occur more than thirty (30) Work Days prior to the filing of the grievance if the earlier incidents form part of a pattern of harassing conduct. Earlier incidents themselves: shall not constitute harassment if they fall outside of the timelines herein, shall be associated with an alleged incident within the timelines, and shall be included when the grievance is initially filed. Earlier incidents that formed part of harassment grievances that were previously filed by either Party cannot be reintroduced as part of a new grievance.

**4.07** Within five (5) Work Days of receipt of a grievance filed under this article, the Executive Committee shall appoint at least two (2) Employer Representatives who shall communicate with the Union about the grievance.

**4.08** When a grievance under this Article has been filed by the Union, the grievor or the Union may request that contact with the alleged harasser be discontinued during the period that the grievance is being investigated. The Employer Representatives shall make a decision based on the request for separation within five (5) Work Days. During the period where the Employer Representatives are making a decision about separation, the Employee shall be permitted to work from home.

- 4.09** Where the alleged harasser is the Supervisor, the Employer Representatives shall either place the Employee on paid leave or shall restrict their duties until such time as the investigation is complete or a Designate Supervisor can be trained and appointed. Any decision to place an Employee on leave or restrict their duties shall not be considered disciplinary action. The grievor shall suffer no interference in their working conditions and shall suffer no loss in benefits or wages.
- 4.10** Any respondent in the grievance shall not be present for any of the decisions made by the Executive Committee or any discussions about the grievance filed against them, but the Executive Committee may consult with the respondent strictly on matters of procedure.
- 4.11** Within five (5) Work Days of receipt of the grievance, at least two (2) Employer Representatives shall convene a meeting with the grievor and the Union. Within fifteen (15) Work Days of the meeting the Employer shall notify the Union in writing of its decision made, in part, on the basis of an assessment of the information provided in that meeting, including if the Employer shall retain a third-party investigator to investigate the grievance and if any remedies are to be undertaken.
- 4.12** If the decision is to continue to separate the parties, the Employer shall ensure that the continuation of separation is arranged so that the grievor suffer no interference in their working conditions and shall suffer no loss in benefits or wages.
- 4.13** If the decision is to engage a third party to conduct an investigation, an investigator shall be appointed by the Employer within ten (10) Work Days. All costs associated with the investigation shall be paid by the Employer.

All findings and recommendations from the investigator shall be provided to the Employer's Executive Committee and the Union. The Executive shall inform the Union and the grievor of their decision and any actions to be taken, based on the recommendations from the investigator. Actions may include, but shall not be limited to, ordering an apology, counselling, and/or separation.

- 4.14** If the Employer is considering discipline as a result of an allegation of harassment, then the Employer shall engage a third party to conduct an investigation of the allegation as part of Step 1 of the disciplinary process (9.06). The investigation shall be concluded before the Employer considers any

discipline. Timelines shall be extended to allow for the conclusion of the investigation. An investigator shall be appointed by the Employer within ten (10) Work Days. All costs associated with the investigation shall be paid by the Employer.

- 4.15** If the Union is not satisfied with the written decision of the Executive Committee, the Union may refer the dispute to arbitration by way of written notice, and copied to the Executive Committee, within fifteen (15) Work Days.

## **Article 5 – Union Security**

### **5.01 Bargaining Unit Membership**

The Employer agrees that all Permanent and Term Employees, as a condition of continuing employment, shall become and remain members of the bargaining unit and pay dues. It is the responsibility of the Union to convey to new Employees all information concerning Union rights and benefits.

**5.02** The Employer currently recognizes and shall continue to recognize Local 1281 of the Canadian Union of Public Employees as the sole and exclusive bargaining agent for its Employees. Further, the Employer shall automatically recognize the certification of this bargaining unit with any other union it chooses to join. In the event that the bargaining unit member does choose to certify with another union, that new union shall be granted full and complete successor rights including this Collective Agreement. Further, the Employer shall recognize that new union as the sole and exclusive bargaining agent for the Employees.

### **5.03 New Employees**

Notwithstanding section 5.01, the Employer agrees to inform all new Employees that a Collective Agreement is in effect and to provide a copy to the Employees upon commencement of employment. In addition, the Employer shall inform each new Employee of the contact information of the Union Representatives.

### **5.04 Union Dues**

The Employer shall deduct union dues from each paycheque and shall deduct assessments as authorized from time to time by the Union. The amount of such dues and/or assessments shall be certified to the Employer in writing by the Union. Such dues and/or assessments, and a list of Employees from whom the deductions were made, shall be forwarded to the Union not later than the fifteenth of the month following the month in which the dues and assessments were deducted.

### **5.05 No Contracting Out**

In order to provide job security for the members of the bargaining unit, the Employer agrees that all duties and services performed by the bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any person, company or non-unit employee without consent of the union.

Should representatives of the Employer engage in bargaining unit work, that shall be considered contracting out. The Employer therefore agrees that its representatives shall not do bargaining unit work.

#### **5.06 COMMITMENT TO FULL-TIME WORK**

The Union and the Employer share the objective of providing regular full-time employment and job security to the extent that it is possible and mutually agreeable. Short-term and long-term contract and part-time employees will not be hired, and contracting out will not be utilized, so as to result in the displacement, discharge, or layoff of bargaining unit employees, nor a reduction in the number of positions in the bargaining unit or hours of work available to those positions.

## **Article 6 – Union Representation**

- 6.01** No Employee or group of Employees shall represent the Union in any meeting with the Employer without proper authorization of the Union.
- 6.02** The Employer and the Union shall provide each other with the names and email addresses of the Employer Representatives and Union Representatives with whom it may transact business arising from this Collective Agreement. The Employer and the Union shall also provide the other with its mailing address.
- 6.03** 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 Representatives. Any notice which does not meet this requirement shall be deemed to be null and void.
- 6.04** Where the Collective Agreement requires any communication to be provided in writing, it shall be sent by email, and a copy shall be sent by regular mail upon request.
- 6.05** Time spent by Employees meeting with the Employer in the processing of grievances and in Labour/Management Committee meetings, including meeting with an Employee's Supervisor to discuss matters pertaining to the Collective Agreement, is deemed work time.
- 6.06** Employer Representatives

Employer Representatives are any individuals appointed by the Executive Committee of the Employer to represent it in any dealings with the Union. Unless otherwise designated, the Employer Representative is its Supervisor.

### **Supervisor and Designate Supervisor**

A Supervisor is any individual, usually the Employer's President, who supervises Employees. A Designate Supervisor is any individual that is appointed by the Supervisor to act on their behalf. Employees shall have only one Supervisor at any time and shall be notified of the identity of the Supervisor.

- 6.07** Union Representatives

Union Representatives are any individuals appointed by the Executive Committee of the Union to represent it in any dealings with the Employer. Unless

otherwise designated, the Union Representatives are the sub-unit Steward for CUPE 3913, the President, and the President's Designate.

**6.08** 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.

**6.09 Labour/Management Committee**

There shall be a Labour/Management Committee established, composed of up to two (2) Union Representatives and two (2) Employer Representatives, one (1) of whom shall be the Supervisor.

**6.10** The Committee shall meet at the request of either Party for the purpose of discussing issues relating to the workplace and/or the administration of the Collective Agreement. Upon request, and within five (5) Work Days of such a request by either Party, the Committee shall meet at a time and place convenient to both Parties (this shall not be interpreted to preclude the advance scheduling of meetings). The Committee shall not discuss grievances, discipline, or changes to the Collective Agreement. Agenda items and documentation shall be exchanged at least two (2) full Work Days prior to the scheduled meeting. The chair of the meeting shall alternate between the Parties. Agenda items may be offered by either Party. Meetings shall normally proceed with all Employees on the Labour/Management Committee present.

**6.11** Employees attending as Union Representatives shall be compensated at their regular wage rate per hour for time spent in Labour/Management Committee meetings.

**6.12 Bargaining Committee**

The Union and the Employer shall advise each other of the names of their Representatives on their respective bargaining committees at the time that notice to bargain is given. The Bargaining Committees for the Employer and the Union shall be comprised of up to three (3) Representatives. Meetings of the bargaining committees may be held at neutral locations at the request of either Party. Meetings shall take place in the City of Guelph unless otherwise mutually agreed to by both Parties. Any costs associated with meeting locations shall be shared by both Parties.

**6.13** The Employer shall make available to the Union, upon request, information required by the Union, such as pension and benefit plans. The Employer shall provide all Employees with copies of all publications produced by the Employer intended for the use of the general membership or for the use of the Employees in the performance of their duties.

## **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 Collective Agreement, or any allegation that the Employer or the Union has acted in an inequitable manner, or has allowed an inequitable situation to arise and continue with respect to any matter covered by this Collective Agreement.

### **7.02 Grievance Procedure**

### **7.03 Informal Complaints**

If the Employee has a complaint or issue that is related to their work, then the Employee may speak with the Supervisor about it informally. If the complaint or issue is about the Supervisor, then they shall file a grievance in accordance with Step 1 of the grievance procedure (7.04).

### **7.04 Step 1**

If the Employee believes they may have a grievance, they may first meet with their Supervisor within twenty (20) Work Days after the Employee or Union would reasonably be expected to have become aware of the circumstances giving rise to the grievance. This meeting may happen with or without a Union Representative chosen by the Employee, as the Employee may elect. The Supervisor shall reply to the Employee, copied to the Union Representatives, in writing within ten (10) Work Days. In the event that the Supervisor is named in the dispute, the Employer shall appoint up to two (2) Employer Representatives to act on its behalf during the grievance procedure. Any respondent in the grievance shall not be present for any of the decisions made by the Executive Committee or any discussions about the grievance filed against them, but the Executive Committee may consult with the respondent strictly on matters of procedure.

### **7.05 Step 2**

If there is no satisfactory settlement, the grievance may be submitted in writing to the Employer within fifteen (15) Work Days. Up to two (2) Employer

Representatives shall meet with the Union within 5 (five) Work Days of submission of the written grievance; such meeting shall include the Union Representative and/or the Employee. The Executive Committee shall give its written decision to the Employee and the Union within ten (10) Work Days of such meeting.

**7.06 Step 3**

If the Union is not satisfied with the written decision of the Executive Committee, the Union may refer the dispute to arbitration by way of written notice copied to the Executive Committee within fifteen (15) Work Days.

**7.07** If the Union, an Employee, a group of Employees, or the Employer 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.

**7.08** Time limits may be extended by mutual agreement.

**7.09** 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.

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

**7.11 Group Grievance**

A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step 2 under Article 7.05.

**7.12 Policy Grievance**

A policy grievance, defined as a grievance involving a question of general application of or interpretation of this Collective Agreement, may be initiated at Step 2 under Article 7.05.

**7.13** The Employer may also grieve alleged violations of the Collective Agreement. An Employer's grievance against the Union shall be initiated at Step 2 as a Policy Grievance. The grievance shall be submitted in writing to the Union. Up to two (2)

Representatives of each Party shall meet within ten (10) Work Days to discuss the matter. If the grievance is not resolved, the Employer may submit the grievance to arbitration.

#### **7.14 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 on a need to know basis, and shall not be made available without prior written knowledge to and consent of the grievor.

## **Article 8 – Arbitration**

- 8.01** Where the matter is referred to arbitration by either Party, the Union and the Employer shall each appoint a Representative, and notify the other party of that Representative in writing, within five (5) Work Days of notification of intent to proceed to arbitration.
- 8.02** The Employer and the Union shall communicate and select a single Arbitrator within ten (10) Work Days of appointment. Such communication may be conducted by phone or email.
- 8.03** Where a single Arbitrator has been agreed upon by both Representatives, the Arbitrator shall be requested, in writing, within five (5) Work Days, by the Party requesting the arbitration, to set a place, time and date for the hearing within ninety (90) Days of such request.
- 8.04** Where the Arbitrator does not accept the request to arbitrate, or where they are unable to set a hearing within the ninety (90) Days stipulated, the two (2) Representatives shall, within five (5) Work Days of being so advised by the Arbitrator, select another Arbitrator as per 8.02.
- 8.05** Where the Representatives are unable to agree upon a single Arbitrator within five (5) Work Days of meeting for that purpose, or where two (2) 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, that the Minister of Labour appoint an Arbitrator.
- 8.06** The parties shall jointly and equally bear the fees and expenses of the Arbitrator.
- 8.07** Arbitrator Authority

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

## **Article 9 – Discipline**

### **9.01 Informal Complaints**

If the Supervisor has a complaint or has received a complaint in writing about an Employee that is related to their work then the Supervisor may speak with the Employee about it informally if the complaint would not lead to formal discipline under Step 1 of the disciplinary process (9.06).

### **9.02 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.

### **9.03 Progressive Discipline**

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, other than a verbal warning, an Employee shall be given a reasonable opportunity to correct the situation complained of except in the event of gross misconduct. The timeline within which the situation shall be corrected shall be specified in writing.

### **9.04 Verbal warnings or directions shall not be considered discipline.**

### **9.05 Confidentiality**

The Employer and the Union recognize the principle of confidentiality and agree that all information relating to disciplinary procedures shall only be made available to the Parties directly involved in the investigation and processing of the complaint. Details of the discipline shall be made available to the Employer's Executive Committee on a need-to-know basis. The Employer shall protect the personal information, disciplinary details, privacy and confidentiality of the Employee. Any emails, actions, and/or verbal comments that violate the concept of confidentiality shall be automatically considered a violation of Articles 4 and 9 and dismissed accordingly, with a letter detailing the violation and any action taken to remedy the issue. Such letter shall be addressed to the complainant and copied to the Employee within five (5) Work Days of the occurrence of the violation.

#### **9.06 Step 1: Notice of Meeting**

Subject to 9.09, 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 harassment, shall, within ten (10) Work Days of receiving the complaint, notify the Employee and the Union in writing and schedule a meeting to be held within five (5) Work Days from such notification, to discuss the subject matter of the complaint informally. The Notice of Meeting shall include a brief but clear statement of the allegations that form the basis of the complaint, as well as the time, place, and date of the meetings, and shall inform the Employee of their right to Union representation at the meeting. The Employee shall have access to, and full disclosure of, any and all information and material being used as evidence in the complaint. If any complaint is dismissed by the Supervisor, the related Notice of Meeting and all other relevant documentation concerning the meeting shall be destroyed.

If the Employer cannot reach a conclusion after the Step 1 meeting, the Employer may conduct an investigation, which may include interviewing any Parties with information related to the act, omission, or failure to conform. Should the Employer proceed to an investigation, the Employee and the Union shall be informed of the investigation and shall be provided the opportunity to request that specific persons, with information related to the incident, be interviewed. Only persons deemed by the Employer to be relevant to the investigation shall be interviewed. Any investigation shall be completed within fifteen (15) Work Days from the date of the Step 1 meeting. The Employer recognizes that disciplinary investigations should be completed as soon as possible. The Employee and the Union shall be notified of the outcome of any investigation.

#### **9.07 Step 2: Letter of Warning**

If the complaint is not dismissed by the Employer, or otherwise resolved, as a result of the meeting referred to in 9.06, or where the Employee waives explicitly, or implicitly by not attending or by not having their Representative attend, their opportunity for such meeting, the Supervisor may, within ten (10) Work Days of the meeting, send the Employee a Letter of Warning. The Letter of Warning shall state that disciplinary action may be imposed, 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 and included in the Letter of Warning. The Letter of Warning shall include information that shall allow the Employee to correct the situation, including the standard required. Such date shall give the Employee a 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(s) of Meeting issued under 9.06. Where any act, omission, or failure to conform to a required standard which did not appear in the Notice(s) of Meeting issued under 9.06 does appear in the Letter of Warning, such Letter of Warning shall be considered null and void and shall be destroyed.

### **9.08 Step 3: Discipline Meeting**

Prior to imposing discipline, and within ten (10) Work Days of becoming aware of the circumstances which, in the Employer's opinion, there are justifiable grounds for disciplinary action, other than a Letter of Warning, the Supervisor shall notify the Employee in writing of the time and place of a meeting to discuss the matter. Such notice shall contain sufficient information and details of the complaint to enable the Employee to make an adequate response to the allegations, and shall inform the Employee that they are entitled to Union representation at the meeting. The Employee shall have access to, and full disclosure of, any and all information and material being used as evidence in the complaint.

### **9.09 Notification of Action**

The Supervisor:

(1) shall, within ten (10) Work Days of such meeting advise the Employee, in writing, of their decision, and shall include the reasons for such decision if disciplinary action is to be taken; and

(2) shall, where the discharge or the suspension of the Employee is being considered, delay the imposition of discipline for five (5) Work Days on request from the Union and/or the Employee.

**9.10** It is agreed that the Employer has the right in cases of gross misconduct, to suspend an Employee during the period of its consideration of the matter, including the delay in 9.09 (2), and prior to the imposition of any other discipline. In all such cases, the suspensions shall be with pay.

**9.11 Disciplinary Files**

Both Parties agree that an Employee's file may contain entries of a disciplinary nature and that such file shall be deemed to be evidence of progressive discipline which may be used in any directly related grievance and arbitration, subject to 9.12.

**9.12** The record of disciplinary action and matters forming the basis of or raised during such a disciplinary action shall not be referred to or used against an Employee after a period of six (6) months following such an action, unless another directly related disciplinary action occurs during such a period. In such actions, the earlier action and matters forming the basis of or raised during such action may be referred to or used against an Employee for a further six (6) months following the subsequent disciplinary action. Any time during which an Employee is on Complete Layoff shall not be regarded as part of the six (6) month period(s) specified above.

**9.13** 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.

**9.14** Time limits may be extended by mutual agreement.

**9.15** A grievance related to the procedures set forth in this Article, or to any disciplinary action, suspension or discharge, may be initiated at Step 2. The grievance shall be filed within fifteen (15) Work Days of the date of the letter provided for in 9.06, 9.07, 9.08, or 9.09.

**9.16** 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.

**9.17** Where the Parties agree that a complaint against an Employee was filed for vexatious or discriminatory reasons, the Employer shall take any and all actions as may be necessary to prevent a negative working environment for the Employee, including, where reasonable, an ongoing separation of the Parties without penalty or interference in the Employee's working conditions.

**9.18** The Employees covered by this Collective 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.

- 9.19** Employees shall not be disciplined for participating in any job action organized by unionized workers.
- 9.20** Employees shall not be required or requested to perform the duties of any Employee who is proceeding with a job action against the Employer. It is understood that job actions shall include, but not be limited to, strikes and work to rule campaigns. There shall be no discipline or loss of pay for any Employee's participation in such job actions.
- 9.21** 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 or Designate 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 reasons other than arrest and/or incarceration or for activities which may have been related to or coincident with the arrest and/or incarceration. Further, it is understood that loss of wages for failure to perform scheduled duties shall not constitute discipline in the context of this Article.

## **Article – 10 Postings**

### **10.01 Notices**

Notice of a vacancy shall be posted when the Employer decides to fill an existing position which has become vacant or a new position which has been created in accordance with Article 26. Postings shall be sent by email to all Employees, Employees on Layoff, and the Union within seven (7) Days of the Employer's decision. The Employer shall send the posting to Employees on Complete Layoff by regular mail.

**10.02** Notices shall contain the job title, qualifications, location(s), duties, hours of work, wage rate per hour, date of commencement of employment, the date of the notice, and the method of making an application. When a notice is posted for a position in Appendix 2, then the qualifications for that position shall be based on the Job Description (as outlined in Appendix 2).

**10.03** Notwithstanding the above, no vacancy shall be filled until present Employees and Employees on Complete and Partial Layoff have had ten (10) Work Days from receipt of the posting to apply as per Article 11.03. The Employer is not prevented from posting externally during this period.

## **Article – 11 Hiring**

**11.01** Hiring of all Term and Permanent Employees shall be conducted through the regular postings and hiring processes as per Articles 10 and 11.

### **11.02** Hiring Committee

The Employer shall establish a Hiring Committee consisting of, at minimum, the Supervisor and two (2) others. The Hiring Committee shall conduct all interviews and hiring and shall be formed before the Employer posts any position or hires any Employee (as outlined in Articles 10 and 11).

### **11.03** Hiring

In filling vacancies or new positions pursuant to a notice of vacancy posted under Article 10.01, Internal Candidates may apply to positions in which they have previously worked and shall be hired if they are qualified. Internal Candidates may apply to positions in which they have not previously worked and shall be given preference over External Candidates when they are qualified for the position. If more than one (1) Internal Candidate is qualified, then any applicant on Complete Layoff may be hired despite seniority. Otherwise, when more than one (1) Internal Candidate is being considered for a position and both candidates are qualified, then seniority shall decide which Internal Candidate may be hired.

**11.04** When a Permanent Employee is hired to a temporary position as a Term Employee, that Employee shall not forfeit any of their rights under this Collective Agreement upon hire. Permanent Employees or Employees on Partial Layoff shall be returned to their former position at the end of the term, provided the former position still exists. If such an Employee's Permanent position is eliminated during the term, that Employee shall be laid off as per Article 12. In the case of a vacancy created through the implementation of this Article, that vacancy shall be filled as per Article 11.

**11.05** Employees in the probationary period shall not be transferred or promoted to a vacant position until after the probationary period in Article 13 has expired, unless the Employer agrees.

**11.06** Where an Internal Candidate is hired to a position in which they have not worked before, and where after a trial period of six (6) months the Employee has failed to adequately perform the duties of the position, as documented in an evaluation,

the Employer shall allow the Employee to return to the position they held previously.

**11.07** 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.

**11.08** The Employer shall provide the successful candidate with a written hiring offer, copied to the Union within fifteen (15) Work Days of the Hiring Committee's decision to hire. The offer of hire shall be consistent with the rights and benefits of this Collective Agreement and shall:

(1) include the position title, workplace location, date of hire, hours of work, name and phone number of the Supervisor contact information of the Union, and a copy of this Collective Agreement; and

(2) make reference to where in the Collective Agreement there is information related to leave and vacation entitlements, expense reimbursements, and benefits.

The Employee shall be required to sign the offer of hire in order to accept the position.

**11.09** The hours of work in an Employee's offer of hire are based on the posted position as per 10.02. The Employee shall not suffer a reduction in those hours unless it relates to a layoff in Article 12 for a position that is not recalled.

**11.10** Union Observer

The Union shall be entitled to one (1) observer with speaking rights at all meetings that involve developing job descriptions and establishing interview questions conducted by the Employer regarding the filling of all vacant positions. The Union shall be notified at least five (5) Work Days in advance of all such meetings.

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

**11.12** Union Notification

The Union shall be notified in writing of all hirings, transfers, promotions, demotions, layoffs, recalls, and terminations at the same time as the Employee(s) affected subject to 12.03.

**11.13 Outside Hiring**

No new Employees may be hired until present Employees and Employees on Complete Layoff have had ten (10) Work Days from receipt of the posting to apply. The Employer is not prevented from posting externally during this period.

## **Article 12 – Layoffs and Recall**

### **12.01 Layoff**

When the Employer decides that circumstances require a reduction of Employees, Layoff shall be on the basis of reverse seniority and Article 12.05. A layoff is when the Employer cuts back or stops an Employee's work without ending their employment. A Complete Layoff is when the Employer stops all of an Employee's work. A Partial Layoff is when the Employer cuts back some of an Employee's work.

When an Employee on Complete Layoff waives their right to recall, loses their seniority as per 14.03, or when the employment relationship is otherwise severed, the Employee is terminated.

### **12.02 Layoff Notice**

Employees being laid off shall be notified in writing by the Executive Committee at least twelve (12) months in advance of the date of the Layoff. If the Employee does not have the opportunity to work their hours for twelve (12) months after notice of Layoff, they shall be paid for that part in which work is not available.

**12.03** In the event of a Layoff notice, the Employer shall meet with the Union Representative within ten (10) Days of notice of Layoff to discuss how to obtain such employment as is possible for the Employee(s) facing Layoff.

**12.04** An Employee who has received notice of Partial Layoff shall have the right to opt for Complete Layoff and shall receive benefits pay as per 12.07, and severance pay as per Article 23.

### **12.05 Bumping**

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

**12.06** An Employee who bumps another Employee shall be placed in the bumped Employee's position without undue delay. Until they are placed in their new position, they shall remain in their present one, with no loss of working hours, wages, benefits, or seniority.

**12.07 Entitlements During Layoff**

The Employer agrees to pay the full coverage to the group insurance plans (if any) for Employees during the first four (4) months of a Complete Layoff. Where the insurer allows, after the first four (4) months of a Complete Layoff, Employees so affected shall have the option of continuing this coverage through direct payment.

**12.08** Employees on Partial Layoff shall be entitled to 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.

**12.09 Layoff Grievances**

Grievances concerning Layoffs shall be initiated at Step 2 of the Grievance Procedure.

**12.10 Seniority During Layoff**

Employees on Complete Layoff shall retain and continue to accrue seniority in the bargaining unit as per 14.02 and 14.03. If seniority is lost as per 14.03 then Employees on Layoff shall no longer have seniority in the bargaining unit and shall not be eligible for recall.

**12.11 Recall**

Where a vacancy occurs in any position following a reduction of Employees as a result of which an Employee has been laid off, and where that Employee retains seniority in accordance with Article 14, the Employee so affected shall be offered the opportunity to fill the vacant position, subject to the conditions set forth in Article 11.03. Recall shall be on the basis of seniority as set forth in Article 11.03.

**12.12** Employees being recalled shall be notified in writing, by registered mail, at least one (1) month in advance of the date of the recall. If the Employee fails to notify the Employer, in writing, of their intention to return to work within ten (10) Work

Days of receiving the recall notice, they shall forfeit their seniority rights. It shall be the responsibility of the Employee to keep the Employer informed of their current address.

### **12.13 Severance Pay**

Upon completion of the 12 month layoff notice period, Employees shall be entitled to an additional six (6) months severance pay. It is understood that this still applies even if the Employee has received twelve (12) months' pay in lieu of the notice period.

## **Article 13 – Probation**

### **13.01 Length of Probation**

Newly hired Employees shall be considered to be on probation for nine (9) months (unless otherwise agreed to by both parties) from the commencement date of employment and for six (6) months from the commencement of duties in a new position.

**13.02** During the probationary period, Employees shall enjoy the rights and privileges of this Collective Agreement, except with respect to discharge, where 13.03 shall apply. Probationary Employees shall be given orientation, training and job expectations and shall be evaluated at least once during and once towards the conclusion of the probationary period as per Article 15. Employees shall be given at least five (5) Work Days' notice of such evaluations.

### **13.03 Probationary Discharge**

Probationary Employees may be discharged for just cause at any time during the probationary period. A grievance may be filed where the Union claims a violation of this Article or Article 5 with respect to discharge. Probationary Employees and the Union shall be given seven (7) Work Days' written notice of the Employer's intention to discharge such an Employee.

## **Article 14 – Seniority**

### **14.01 Accumulation of Seniority**

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

### **14.02 Retention of Seniority**

Seniority shall continue to accumulate during absence from work due to sick leave, the first thirty-two (32) months of Complete Layoff, holidays, vacations, and leaves of absence granted under Article 19.

### **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; is absent from work in excess of ten (10) consecutive Work 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 ten (10) Work Days following receipt of recall notice; or is on Complete Layoff for longer than thirty-two (32) months.

### **14.04 Seniority List**

The Employer shall maintain a seniority list for all Permanent and Term Employees. The list shall contain each Employee's position and the date upon which service commenced. An up-to-date seniority list shall be sent to the Union upon request and within five (5) Work Days.

### **14.05 Operation of Seniority**

Seniority shall operate on a bargaining unit-wide basis and shall determine preference and priority for hiring to vacant and new positions in accordance with Articles 3 and 11, Layoff and recall in accordance with Article 12, vacation scheduling in accordance with Article 17, and any other right or benefit to which seniority applies in this Collective Agreement.

## **Article 15 – Employee Evaluations and Records**

### **15.01 Evaluations**

The Employer shall have the right to evaluate Employees no more than once per calendar year except in accordance with Article 13.02 and when additional training is provided as described in 15.03. Employees shall be given at least five (5) Work Days notice of evaluations and shall be evaluated only on the basis of the duties outlined in their job description. The period evaluated shall not extend beyond six (6) months prior to the date of the evaluation or beyond the period when the Supervisor has been in their position, whichever is shorter. The Employer shall provide constructive feedback, including any area of concern.

**15.02** Evaluations may be performed in accordance with Article 13.02 during the probationary period.

**15.03** The Employer may evaluate an Employee as to any aspect of the job for which the Employer has, subsequent to the probationary period, provided additional training. There shall be no more than one evaluation per additional training period. Employees shall be given at least five (5) Work Days' notice of such evaluations.

**15.04** An Employee may request from the Employer an evaluation of their performance of a particular skill for which they have received training. There shall be no more than one (1) such evaluation per training period. Employees shall be given at least five (5) Work Days' notice of such evaluations.

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

### **15.06 Employee Files**

Employee files shall be maintained electronically and shall be available to the Employee at any time. Employee files may contain only: hiring offer to any position in the bargaining unit, evaluations conducted in accordance with this article, any disciplinary documents in accordance with the timelines set out in Article 9, and other documents which may be required by the Collective Agreement. An Employee shall have the right to respond in writing to any

document contained in their Employee file. Such response shall remain in the file for as long as the documents remain on file.

**15.07** Employee files are confidential and shall not be shared in any manner with anyone (other than the Supervisor, Designate Supervisor, Employer Representatives, and the Executive Committee on a need to know basis) including any employer or agency, without the prior written consent of the Employee concerned, except as required by law.

## **Article 16 – Holidays**

### **16.01 Statutory Holidays**

All Employees shall be given the following paid holidays: Winter Holiday closure which is inclusive of Christmas Eve, Christmas Day, and New Year's Day (See Appendix C), Good Friday, Easter Monday, May Day, Victoria Day, Canada Day, Civic Holidays, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, International Women's Day, International Day of Mourning, Family Day, Employee's Birthday, and such others as are proclaimed by the federal government or the provincial or municipal government in the employment area.

All Employees shall be entitled to one (1) paid week off at the end of each Winter and Summer semester. For clarity, this is understood to be the final week of each semester.

### **16.02 Substitution**

When a holiday or holidays as defined in 16.01 falls on a Day that is not a Work Day, the first Work Day thereafter shall be considered the holiday.

Notwithstanding Article 21, 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 rate per hour.

### **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 notice, the Employee shall be entitled to observe such alternate holidays. Alternate holidays shall substitute holidays listed in 16.01 and shall not be in addition to the holidays listed in 16.01. When an Employee wishes to observe alternate holidays, they shall be paid two and one half (2 1/2) times their rate per hour if they are required to work that Day and shall be paid their regular wages on the holiday Day for which they are making a substitution. Where Employees wish to observe more alternate holidays than the number of holidays listed in 16.01, the Employee and Employer shall make scheduling arrangements to accommodate the Employee (e.g. compressed Work Week), where possible, but this shall not result in additional time off with pay.

## **Article 17 – Vacations**

### **17.01 Entitlement**

Full-Time Employees are entitled to an annual vacation with pay on the following basis:

(1) less than one (1) year of continuous employment, three (3) Weeks; (2) after one (1) year of continuous employment, four (4) Weeks;

(3) after two (2) years of continuous employment, five (5) Weeks;

(4) after three (3) years of continuous employment, six (6) Weeks;

(5) after five (5) years of continuous employment, seven (7) Weeks;

(6) after ten (10) years of continuous employment, eight (8) Weeks.

In addition to pay for the above, there shall be an additional payment of \$200.00 for every week of vacation entitlement to be known as vacation bonus.

Employees will receive the vacation bonus in the first pay period in December of each year. The vacation bonus payments will be included as pensionable earnings.

**17.02** Subject to advance notice, the Employee shall be entitled to carry over all or part of the unused portion of entitled vacation with pay from one employment year to the next. Vacation cannot be carried over beyond the employment year after it was originally accrued. Any unused vacation shall be paid out at the Employee's wage rate per hour for the year in which it was accrued plus ten per cent (10%). Vacation may be taken in advance of entitlement with the approval of the Employer.

**17.03** Employees may waive vacation in excess of two (2) Weeks, taking regular wages owed plus ten percent (10%). Vacation may be taken in advance of entitlement with the approval of the Employer.

### **17.04 Scheduling**

All requests for vacation shall be made in writing to the Employer, at least two (2) Weeks in advance, indicating the dates being requested, and signed by the

Supervisor or Designate Supervisor. Approval or denial, in full or in part, of a vacation request shall be sent to the Employee in writing within three (3) Work Days of receiving the request. Vacation requests shall not be unreasonably denied.

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

**17.06** Upon request, an Employee shall be entitled to receive their vacation in consecutive Weeks up to a maximum of two (2) Weeks. Vacation requests of more than two (2) Weeks shall be made in accordance with 17.04. Such requests shall not be unreasonably denied.

**17.07** Holidays During Vacation

When a statutory holiday (as defined in 16.01) falls within an Employee's vacation period, their vacation shall be extended by one (1) Day either at the beginning or end of the vacation period, at the Employee's choice.

**17.08** Sick Leave During Vacation

Sick leave shall be substituted for vacation where it can be medically certified that an illness or accident occurred while on vacation.

## **Article 18 – Personal Information and Electronic Monitoring**

**18.01** The Employer recognizes the right of privacy of its Employees with respect to their personal information. The Employer shall not collect, use, or disclose any Employee's personal information without their expressed consent except where required by law.

**18.02** Any collection, use, or disclosure of an Employee's personal information shall be done in accordance with the Principles Set Out in the National Standard of Canada Entitled Model Code for the Protection of Personal Information, CAN/CSA-Q830-96.

### **18.03 Electronic Monitoring**

There shall be no electronic monitoring of Employees by the Employer for any purpose without the written consent of the Employee.

**18.04** An Employee may withdraw their consent under this Article at any time.

## **Article 19 – Leaves**

### **19.01 General Conditions**

Leave is paid unless otherwise indicated.

**19.02** Unless otherwise specified in the Collective Agreement, request for any leave by an Employee under the provisions of this article shall be made in writing to their Supervisor as soon as is practical or in accordance with the timelines specified for the leave being requested and shall specify the time(s) and date(s) being requested. Approval or denial of any leave request shall be sent to the Employee in writing within three (3) Work Days of receiving the request. No request for leave under the provisions of this article shall be unreasonably denied. All leave in this Article refers to Full-Time Employees and is prorated for Part-Time Employees as per Article 3.03.

**19.03** The Employer may request documentation to substantiate a request for leave in excess of five (5) consecutive Work Days from a medical practitioner, or other authority, as applicable. Any cost associated with requested documentation shall be paid for or reimbursed by the Employer.

**19.04** The Employer shall pay for all benefits included in Article 24 while an Employee is on paid leave, and shall also pay for all benefits included in Article 24 for up to one (1) year while an Employee is on Compassionate Leave. Employees on unpaid leave shall have the option to continue their insured benefits plan by paying the Employer's portion of the contribution for the duration of their unpaid leave if permitted by the insurer. Employees on unpaid leave shall also have the option to maintain their pension credits by paying their own contributions if permitted by the Multi Sector Pension Plan (MSPP).

### **19.05 Sick Leave**

Sick leave is the period of time an Employee is absent from work as a result of being sick. An Employee shall determine if they are sick until timelines in 19.03 come into effect.

**19.06** Sick leave shall not require request and approval as per 19.02. Employees shall inform the Supervisor in writing that they are taking sick leave as soon as is practical.

**19.07** Sick leave shall be earned at a rate of one (1) Day per month, starting at the time of hire, up to a maximum of Eighty (80) Days that can accumulate and be carried forward from year to year. Sick leave shall be granted to each Employee up to Eighty (80) Days per year.

**19.08** The Employer and the Union agree that tracking sick leave shall be the responsibility of the Employer but that sick leave can only accumulate once the Employer, Union, and the Employee have signed a document, once annually, not more than thirty (30) Days after December 31st each year, outlining the total accumulated sick leave for each Employee. Unused sick leave Days shall accrue to a maximum of Eighty (80) Days and shall be paid in full upon Layoff, retirement, or resignation.

**19.09** Sick leave shall be calculated using the definition of Work Days (see Definitions).

**19.10 Union Business**

Upon written request to the Supervisor, Employees shall be entitled to leave in order to carry out negotiations or to attend to other Union responsibilities up to a maximum of four (4) Weeks per year. Request for leave shall be provided at least three (3) Days in advance or two (2) Weeks in advance if the leave being requested is in excess of one (1) Week.

**19.11** Upon notice to bargain pursuant to Article 31, any Employee who is a member of the Union's bargaining committee during negotiations with the Employer shall be entitled to six (6) Days leave to prepare for negotiations and shall have the right to attend negotiating sessions with pay.

**19.12 Public Office Leave**

Upon written request at least six (6) Weeks in advance, an Employee who is elected or appointed to a full-time position with the Union or anybody 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 for a period up to two (2) years subject to renewal on application to the Employer for successive two (2) year periods. An Employee granted such a leave of absence shall give the Employer sixty (60) Days written notice of intention to return.

**19.13 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 that Employee the difference between their earnings and benefits and the payment they receive for jury service or court witness, excluding payment for traveling, meals and other expenses for up to two (2) years. The Employee shall present proof of service and the amount of the pay received.

#### **19.14 Penitentiary Leave**

Employees shall be entitled to up to one (1) month leave without loss of pay or benefits for a period of time spent in a Canadian jail as a result of reasonable actions by an Employee undertaken with the purpose of implementing the directions of their Supervisor. Should such an incarceration extend for more than one (1) month, the Employer shall grant the Employee leave without pay for the remainder of the incarceration. The Employer shall pay all fines levied on the Employees by criminal courts as a result of such actions by the Employee. It is agreed that Employees have the right to refuse to undertake any action which the Employee reasonably expects could result in a fine or incarceration.

#### **19.15 Bereavement Leave**

Employees shall be granted, upon request, ten (10) Days leave with pay in the case of the death of a friend or family member (including pets). Where travel more than one thousand (1000) kilometers from the place of residence of the Employee is required, an additional two (2) Days leave with pay shall be added to such bereavement leave.

#### **19.16 Compassionate Leave**

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

#### **19.17 Maternity, Parental, Kinship, and Adoption Leave**

#### **19.18 Right to Continue Working**

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

#### **19.19 Leave of Absence**

Employees shall be eligible for pregnancy, parental, kinship, and/or adoption leave after thirteen (13) Weeks of employment and normally upon written request normally at least one (1) month in advance. The Employer agrees to pay the Employee any difference between Employment Insurance and the Employee's regular hourly rate per hour for the duration of pregnancy, parental, kinship, and/or adoption leave up to one (1) year. Such leave may be taken at any time within the period six (6) months before and twelve (12) months after the birth, adoption, or kinship placement of a child. Employees are required to provide proof of application and receipt or denial of Employment Insurance.

#### **19.20 Supplementary Unemployment Insurance Benefits (SUB)**

The Employer agrees to register a SUB plan pursuant to Employment Insurance (EI) regulations and to make appropriate amendments as may be permitted up to the maximum permitted under the Employment Insurance Act (or whatever name is applied to this Act) for Leaves except for those provided for in Article 19.19.

In respect of the statutory Employment Insurance leaves, the Employer shall make payments to the Employee as follows:

(1) For up to the first two (2) Weeks, payments equivalent to ninety-five per cent (95%) of their weekly wage;

(2) For the maximum number of Weeks during which an Employee is eligible to receive statutory Employment Insurance benefits for leaves including but not limited to EI Sickness Benefits, EI Compassionate Care Benefits and EI Benefits for Critically Ill Children and any additional leaves which may be added to statutory Employment Insurance benefits during the life of this Collective Agreement, payments equivalent to the difference between the EI benefits the Employee is eligible to receive and ninety five per cent (95%) of their weekly wage;

(3) Should the Employee be ineligible to receive statutory Employment Insurance benefits for leaves as defined in paragraph 2 of this Article, the Employer shall pay to the Employee the equivalent of one hundred per cent (100%) of their

weekly wage for the eligibility period plus two (2) Weeks (e.g., for Compassionate Care, the Employee would receive one hundred per cent (100%) of their weekly wage for the full 26 Week eligibility period plus an additional two (2) Weeks).

#### **19.21 Personal Days**

Employees shall be entitled to one (1) Day per month to be taken as a personal day. Employees shall notify the Employer as early as possible that they are taking a personal day. Personal days shall accumulate throughout the year should an employee not take one during a particular month. Personal days must be used the year they are accumulated; they will not roll over annually.

#### **19.22 Emergency Leave**

In the event of a bona fide emergency not covered elsewhere in Article 19, leaves without pay of up to two (2) Days per year shall be granted upon verbal or written request. The Employer agrees that approval shall not be denied solely because the Employee was unable to make a written request before beginning the leave, provided that they do so as soon as possible. In the case of a verbal request, the Employee shall obtain written approval as soon as possible.

#### **19.23 Educational or Professional Development Leave**

Upon the request of an Employee to pursue educational or professional endeavours related to their job with the Employer, the Employer may grant leave of absence without pay for up to one (1) year, with the possibility of extension for one (1) additional year, to any Employee, upon written request at least six (6) Weeks in advance. An Employee granted such a leave of absence shall give the Employer three (3) months written notice of their intention to return.

**19.24** 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. An Employee granted such a leave of absence shall give the Employer three (3) months written notice of intention to return.

#### **19.25 Return from Leave**

Employees returning from leave pursuant to Article 19 shall be returned to their former positions, or if their former position(s) no longer exists, shall be hired to a position in accordance with Article 11.

## **Article 20 – Payment of Wages**

### **20.01 Paydays**

The Employer shall pay wages up to date and 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 shall be made either by direct deposit or cheque.

**20.02** Any fees incurred in using direct deposit services shall be paid by the Employer.

**20.03** Employees may, upon written request, receive all wages which fall due during the period of their upcoming vacation. Such wages shall be paid to the Employee on the last Day preceding the commencement of their annual vacation.

### **20.04 Unavoidable Detainment**

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

## **Article 21 – Hours of Work and Overtime**

### **21.01 Hours of Work**

- (a) An Employee can be hired to a position (see Appendix 2) for a maximum of thirty-five (35) hours per Week. Employees shall be allowed to set the scheduling of their hours of work with the approval of the Supervisor who shall not unreasonably withhold such approval.
- (b) The Employer shall make all reasonable efforts to ensure Employees have Fridays off thereby resulting in three day weekends. The Employer shall not schedule meetings with Employees on Fridays when the Employee has availability for the meeting on an alternative work day.
- (c) Employees shall be able to flex their working days. If an employee chooses to flex their schedule and work on a Friday, Saturday, or Sunday, then they shall be paid their normal hourly rate.
- (d) Should the Employer require an Employee to work on a Friday, Saturday, or Sunday, then the Employee shall be compensated at two times (2X) the hourly rate, and a per diem shall be provided to Employees in accordance with Article 22.
- (e) The Employer may require the Labour Relations Coordinator to work up to six (6) Fridays per calendar year when in bargaining with the University of Guelph. Those Fridays shall be compensated at the Employee's normal hourly rate, however the Employee shall be granted two (2) additional work days off, to be taken off at the Employee's discretion, for each Friday worked.

**21.02** Employees shall be paid for any activities performed at the request of the Employer including any travel time to and/or from those activities. Travel time to and from the Employee's workplace shall only be paid if the Employee is carrying out job duties during the travel time and only with the prior written approval of the Employer. Approval shall not be unreasonably denied.

**21.03** Each Employee shall report their hours to the Supervisor on a biweekly basis.

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

**21.05** Employees have the right to primarily work at home. Any changes to these arrangements are subject to the mutual agreement of the Supervisor or Designate Supervisor and Employee. Such approval shall not be unreasonably withheld.

### **21.06 Overtime**

Overtime shall be worked on a voluntary basis with the prior approval of the

Employee's Supervisor.

**21.07** Overtime shall be compensated in a given Week as follows:

Number of Hours	Rate per Hour
36 to 45 Hours	1.5 x Rate per hour
46 to 60 Hours	2 x Rate per hour
61 + Hours	3 x Rate per hour

**21.08** Overtime shall be compensated for by overtime pay. Employees may request, in writing, to be compensated by time off in lieu of overtime pay up to a maximum of two (2) Weeks during each employment year.

**21.09** A Week is any calendar Week (starting at 12:01 am on Monday).

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

**21.11** Employees shall not work more overtime than the equivalent of two (2) Weeks of their regular weekly hours during an employment year. When Employees have worked the equivalent of two (2) Weeks of their regular weekly hours in overtime during an employment year, a Labour/Management Committee meeting shall be held. In the event that an Employee is about to exceed this limit, the Supervisor shall discuss with the Employee the tasks and duties that the Employee shall not perform in order to limit the hours to the regular weekly hours.

## **Article 22 – Employment Expenses**

### **22.01 Travel Expenses**

The Employer shall pay mileage to its Employees to travel to work at the rate of fifty-five (55) cents per kilometer from the Employee's home to the worksite and back. Where an Employee elects to use public transportation for such travel, the Employer shall pay costs as verified by receipt. The Employee agrees, wherever possible, to use the least expensive method of public transportation. The Employer shall pay the Employee's costs of transportation to and from work upon submission of receipts by the Employee. In cases where the Employee is asked to rent or acquire the use of a car for the purposes of being able to leave work after the hours of operation of public transportation, the Employer shall pay the cost of the rental, gas, and parking. The Employee shall make every attempt to find the least expensive rental.

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

The Employer shall, upon request, provide the Employee with private hotel accommodations for the duration of all such events. Such events shall also include those times when the Employee is required to attend negotiations, conciliation or mediation meetings which take place over more than one (1) Day.

**22.03** When, as a result of work, an Employee is required to stay away from home for one (1) or more nights, a per diem of eighty-six (86) dollars shall be paid in advance to the Employee by the Employer.

**22.04** All parking costs incurred by Employees in the performance of their duties at places other than the Employer's place of work shall be reimbursed by the Employer. The Employer shall reimburse Employees for the purchase of a parking permit at the Employer's place of work upon submission of the appropriate receipt.

**22.05** Employees shall make a reasonable effort to submit expense claims within thirty (30) Days of the date the expense was incurred. The Employer shall reimburse Employees no later than two (2) pay periods after receipt of the claim.

**22.06** Payments made under Articles 22.01 and 22.10 shall not be considered to be part of taxable income to the Employee and are not to be added as income on the Employee's T4 slip unless required by the Canada Revenue Agency.

**22.07 Professional Development**

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

**22.08** In addition to the paid leave provided in this article, Employees may request additional paid leave using time in lieu as per article 21.08. Such requests shall not be unreasonably denied.

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

**22.10 Professional Development Fund**

The Employer shall pay up to \$3000.00 per contract year per Full-Time Employee prorated for Part-Time Employees towards the cost of attending a course, conference, seminar or workshop, including transportation and accommodation, if required. When expenses exceed one hundred (100) dollars, the Employer shall make an advance and direct payment. Otherwise, the Employee shall be reimbursed by the Employer upon submission of receipts. A per diem of \$86 shall be provided for each day of the leave. The per diem, transportation, and accommodation costs shall not be included in the \$3000.00 professional development fund amount.

**22.11 Working Equipment**

The Employer is responsible for providing and maintaining any equipment required for the performance of the Employee's duties.

**22.12** The Employer shall provide Full-Time Employees with a computer, together with the necessary peripherals in order for the Employee to be able to work from home whenever necessary. Employees shall have input into the selection of the

computer that the Employer purchases. It is understood that the equipment shall remain the property of the Employer. The Employer shall ensure such equipment and bear any expenses incurred by the Employee for maintenance and expendables.

### **22.13 Committee Meetings and Conventions**

Where an Employee is required to attend the Employer's jurisdictional committee meetings, Provincial Conventions, or National Conventions, the Employer shall provide transportation, accommodation and meals for Employees on the same basis as delegates to the meeting or convention. Where such arrangements are not available, Article 22.01 of this Collective Agreement shall apply.

### **22.14 Communication Costs**

The Employer shall pay 50% of the following for their Employees:

- (a) Home internet
- (b) Personal cell phone

The Employee shall be reimbursed by the Employer upon submission of receipts.

## **Article 23 – Vacation and Severance Pay**

### **23.01 Vacation Pay**

At the time of Complete Layoff or resignation Employees shall be paid for the remainder of their vacation for the current employment year plus ten per cent (10%).

### **23.02 Resignation**

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

### **23.03 Severance Pay**

Severance pay shall be paid when an Employee is terminated, when an Employee waives their right to recall, or when the seniority of an Employee on Partial or Complete Layoff expires. The Employee shall be given thirty (30) Days notice, and four (4) Weeks severance pay, at their current rate per hour, plus three (3) Weeks pay for every employment year, to a maximum of twelve (12) Weeks. This provision is not subject to proration as per Article 3.03.

## **Article 24 – Benefits**

### **24.01 Benefits Plan**

The Employer agrees that Employee benefits as described in this Collective Agreement shall also apply to the Employee's spouse and/or immediate family members. It is understood that all Employees be enrolled in a group benefits plan, with the following outlined minimums. The employer shall pay one hundred percent (100%) of the premium costs for its full-time employees and their dependants with the following minimum terms and conditions:

- (a) Extended Health Care Program without single or family deductible, except as noted, including:
  - (i) Prescription Drug plan;
  - (ii) Costs for all drugs legally requiring a prescription at 100%, with a maximum \$5 deductible per prescription, per year;
  - (iii) Cost for dispensing fee to a maximum of \$5.00;
  - (iv) Semi-Private Hospital Coverage;
  - (v) Vision care Plan with a minimum of \$200 for eyeglasses or contact lenses in any period of twenty-four (24) consecutive months;
  - (vi) One eye exam in any period of twenty-four (24) consecutive months to a maximum of \$120 per examination;
  - (vii) Supplementary Health Benefits as described in benefits booklet; Paramedical 100% of the costs, up to a maximum of \$500 per person per specialty in a benefit year for the paramedical specialists listed below:
    - (1) Licensed psychologists, social workers, or psychotherapists;
    - (2) Licensed massage therapists;
    - (3) Licensed speech therapists;
    - (4) Licensed physiotherapists;
    - (5) Licensed naturopaths;

- (6) Licensed osteopaths, including a maximum of one x-ray examination each benefit year;
  - (7) Licensed chiropractors, including a maximum of one x-ray examination each benefit year;
  - (8) Licensed podiatrists or chiropodists, including a maximum of one x-ray examination each benefit year.
- (b) Group Life Insurance at one and a half times (1.5x) annual salary to the next \$1,000;
  - (c) Long-Term Disability Plan based on 60% of wages to a maximum of \$3,500 monthly;
  - (d) Basic dental plan providing nine (9) month recall examinations for adults and dependants at O.D.A. rates;
  - (e) Emergency Travel Assistance Plan, including one-hundred per cent (100%) the cost of:
    - (i) A semi-private hospital room
    - (ii) Other hospital services provided outside of Canada
    - (iii) Out-patient services in a hospital
    - (iv) The services of a doctor;
    - (v) Accidental Death and Dismemberment coverage.

The Employee shall provide the Employer with the information required by the plan about their spouse and/or immediate family members in order for the Employer to enroll them in the plan. When the benefits are up for renewal the Administrative Financial Coordinator shall work with the Executive to negotiate the new benefits.

#### **24.02 Extended Health Benefits Fund**

The Employer shall also set aside the amount of \$2500 annually per each Employee, spouse, and/or immediate family member for any benefits not covered by the plan, such as gym membership, fitness classes, prescriptions made by a naturopath, and other items/programs that promote health and wellness. It is understood that this amount shall not be carried over from year to year and that the unexpended portion (if applicable) remains with the Employer.

### **24.03 Registered Retirement Savings Plan (RRSP) Contribution**

On the first of each month the Employer shall contribute the following amounts for each Full Time Employee, prorated for Part Time Employees to a Registered Retirement Savings Plan administered by an institution of the Employee's choice.

December 1, 2024 - \$700

December 1, 2025 - \$725

December 1, 2026 - \$750

December 1, 2027 - \$775

December 1, 2028 - \$800

### **24.04 Multi-Sector Pension Plan (MSPP)**

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

(1)

(a) "Plan" means the Multi-Sector Pension Plan

(b) "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 to 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.

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

(c) "Eligible Employee" means all Employees in the bargaining unit who have completed five hundred (500) hours of employment with the Employer.

(2) Commencing on December 1, 2021, each Eligible Employee shall contribute

for each pay period an amount equal to half of one per cent (0.5%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to ten per cent (10%) of Applicable Wages to the Plan.

- (3) 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.
- (4) 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, and Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article 4 of the Collective Agreement include:

(a) To be Provided at Plan Commencement

date of hire;  
date of birth;  
Social Insurance Number;  
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); and gender.

(b) To be Provided with each Remittance

name;  
Social Insurance Number; monthly remittance;  
pensionable earnings;  
year to date contributions; and  
Employer portion of arrears owing due to error, or late enrolment by the Employer.

(c) To be Provided Initially and as Status Changes

full address;  
termination date where applicable (MM/DD/YY);  
marital status, and any change to marital status; and  
date of death (if applicable);

(d) To be Provided Annually but no later than December 31

current complete address listing for all Eligible Employees;  
period(s) of absence due to illness or disability, including WSIB  
(while Employee retains seniority);  
period(s) of lay-off, while subject to recall;  
period(s) of absence for pregnancy or parental leave;  
period(s) of strike or lockout;  
other leaves of absence; and  
hours worked by Employees covered by the Collective Agreement  
who are not yet eligible Employees, in the month and cumulatively  
since their date of hire.

(5) The Employer agrees to be bound by the terms of the Collective Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto.

(6) The Parties agree that the Employees will, during the first 6 months following the signing of this Collective Agreement, explore other pension plan options with the intention of switching into a defined benefit pension plan. Should the Employees find a more favourable plan, Article 24.04 shall be reopened and updated to reflect the change.

## **Article 25 – Health and Safety**

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

### **25.02 Computer Stations**

The Employer acknowledges the right of an Employee to refuse or stop working where the Employee believes that their health and/or safety is in danger.

**25.03** It is understood that no Employee shall be disciplined in any way for having exercised their right to refuse work where the Employee believes that their health and/or safety is in danger.

## **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 other than those specified be added to an Employee's job without the agreement of the Union. The Parties shall meet to discuss the potential duties within ten (10) Work Days of notice to the Union. Subsequently, the Employer shall prepare a job description and provide it to the Union as per 10.01.

### **26.02 New Positions**

When the Employer wishes to create a new bargaining unit position not covered by Appendix 2 during the term of this Collective Agreement, Representatives of the Parties shall meet to discuss the potential duties of the new position within ten (10) Work Days of notice to the Union. If the Parties do not agree on a new job description within thirty (30) Days of the meeting, the Employer shall provide a job description to the Union and may post the new position. The Union may grieve the job description if it violates the Collective Agreement.

## **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 shall suffer no reduction in normal earnings and shall 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 technology which require new or different skills than are possessed by an Employee or Employees under the present methods of operation, the Employer shall provide training for the Employee(s) affected at the Employer's expense. If the Employee is unable to learn the skills necessary in a reasonable time frame, the Employee may be hired to a new position in accordance with Article 11 or laid off in accordance with Article 12 .

## **Article 28 – Conditions and Benefits**

**28.01** All rights, benefits, privileges, and working conditions which Employees now enjoy, receive, or possess as Employees of the Employer, shall continue to be enjoyed and possessed in so far as they are consistent with this Collective Agreement, but may be modified by mutual agreement between the Employer and the Union. Any agreement to modify the rights, benefits, privileges, and working conditions in this Collective Agreement outside of bargaining shall be ratified by the Employer and the Union.

## **Article 29 – Copies of Collective Agreement**

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

## **Article 30 – No Strikes or Lockouts**

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

## **Article 31 – Duration**

- 31.01** This Collective Agreement shall continue in force and effect from December 1, 2024 to November 30, 2029. It is understood that this Collective Agreement is to come into effect immediately upon ratification by the parties and shall be retroactive to December 1, 2024.
- 31.02** Either Party to this Collective Agreement may, not more than ninety (90) Days, and not less than thirty (30) Days prior to November 30, 2029, notify the other Party, in writing, that it desires to renew and/or amend the Collective Agreement. A meeting shall be held within twenty (20) Days, at which time the Parties shall commence negotiations on the proposed amendments and/or terms of a new Collective Agreement.
- 31.03** Failing agreement by November 30, 2029, this Collective Agreement shall continue in force until a new Collective 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.
- 31.04** After 2029, the terms of this Collective Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing, not less than thirty (30) Days and not more than ninety (90) Days prior to the expiration date, that it desires to amend or renew this Collective Agreement.

## Appendix 1 – Wage Rates Per Hour

All Employees shall be paid according to the wage rate table below.

Date	Wage Rate Per Hour	% Increase
December 1, 2024	\$45.78	6.5%
December 1, 2025	\$48.30	5.5%
December 1, 2026	\$50.47	4.5%
December 1, 2027	\$52.24	3.5%
December 1, 2028	\$54.07	3.5%

### Cost of Living Adjustment (COLA)

Any Cost of Living Adjustment (COLA) shall be based on the annual Consumer Price Index (CPI) for the province of Ontario. If the amount of inflation is greater than the wage increase then a payment shall be made for the difference before February 1. If COLA data for the previous year is not available until after February 1 then the payment shall be made on the next pay date after the data is available.

## **Appendix 2 – Job Descriptions**

This Appendix forms part of the Collective Agreement and any violation of it by the Employer shall be subject to the grievance procedure.

This Appendix shall define all of the bargaining unit work in the Collective Agreement. Anything that is not outlined here is not considered bargaining unit work. The Job Descriptions in this section shall not be eliminated, reduced, or removed without agreement by both the Employer and the Union.

### **(1) Common Language**

- (a) The emphasis placed on the tasks in any job description may vary from time to time and not all duties may be required at any given time. An Employee's Supervisor shall determine what duties shall be performed.
- (b) The Supervisor for all Employees is as defined in this Collective Agreement. All Employees shall be notified of the identity of the Supervisor (in writing) and all duties shall be carried out in consultation with that Supervisor. Further, all Employees shall carry out their duties:  
  
at the direction of the Supervisor (no other individual, member, committee, or committee chair may instruct or supervise an Employee without the written permission of that Employee's Supervisor); and  
  
without binding the Employer (e.g. legally or financially) unless they have received prior written authorization from the Supervisor which explicitly permits them to bind the Employer.
- (c) At the request of the Supervisor, Employees shall provide an update on the tasks they have been undertaking.
- (d) Employees shall not have signing authority for any of the Employer's accounts (financial or otherwise) under any circumstances.
- (e) Employees shall not have the authority to speak on behalf of the Employer to any group including the media without permission from their Supervisor.
- (f) Employees shall not be required to act as a Supervisor and shall not have any authority over one another regardless of seniority or job title. All Employees shall be treated equally in accordance with the Collective Agreement.

- (g) Employees shall be asked, from time to time and in accordance with the operational needs of the Employer, to carry out other duties commensurate with their positions that are not explicitly mentioned in their job descriptions.
- (h) There are currently 2 job titles for which there are descriptions in this Appendix. These are:
  - Administrative and Financial Coordinator
  - Labour Relations Coordinator
- (i) While bargaining unit work belongs to the bargaining unit it does not restrict members of the Employer from performing overlapping duties. The Employer and its members have a right to perform these duties as outlined in their Bylaws and have a right to participate in the running of their Local. Members of the Employer may perform any of the duties described in this Appendix as long as that work does not eliminate or reduce any bargaining unit work for an Employee.

## (2) Job Descriptions

### (a) **Administrative and Financial Coordinator**

- (i) *On a regular basis, it is expected that the AFC will:*
  - (1) Continue with the current financial and benefit duties carried out by the Finance Assistant.
  - (2) Assist with the training of any new member/s of the Finance Committee
  - (3) Be available for in-person, teleconference, or video conference for up to and including two (2) hours per week to meet and consult with the Finance Committee or individual members of that Committee on issues relating to the finances of the Local
  - (4) Continue to process and digitize the union records of CUPE 3913.

- (ii) *On an annual basis, it is expected that the AFC will:*
- (1) Carry out an audit on behalf of CUPE 3913 members, which includes auditing the files and accounts any of the Local's committees at least once every calendar year
  - (2) Be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization
  - (3) Carry out an annual inspection of any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local, and report their findings to the membership
  - (4) Send to the National Secretary-Treasurer, with a copy to the assigned CUPE National Representative, the following documents: Completed Trustee Audit Program, Completed Trustees' Report, Finance Officer's Report to the Trustees, Recommendations made to the President and Finance Officer of the Local, Finance Officer's response to recommendations, Concerns that have not been addressed by the Local Executive Committee.
- (iii) *During a bargaining round, it is expected that the AFC will:*
- (1) Assist the Bargaining Committee with the negotiating of financial proposals.
- (iv) *In terms of strictly administrative duties, it is expected that the AFC will:*
- (1) Function as the Administrative Coordinator (AC) to the President, who will remain the Chief Administrative Officer with final approval. They will co-ordinate responsibilities for the running of the Local. The AC will report directly to the President on all administrative matters.
  - (2) The duties of the AC will be the same as their duties as Website Admin with a focus on the Locals' Google Drive, or any future software the Local might use for administrative purposes.

- (3) Primary AC duties shall be shared with the President and shall involve administrating all meetings, including updating calendars, creating Zoom meetings and sending out links, updating, deleting, or archiving folders.
- (4) The AC will also pay and update the Local's bills. A payment method will be set up to ensure that they can do this online, or payment made automatically.
- (5) Be available to meet on a monthly basis in-person or via teleconference or video conference with the members of the Finance Committee to discuss any issues relating to the administration of the Local.

(v) *Finance:*

- (1) Claim management and benefits payments.
- (2) Report on benefits payments
- (3) Communicate with members on benefits
- (4) Update benefit requests online
- (5) Update members benefits family members if needed
- (6) Track members activities and benefits balance

(vi) *Administration:*

- (1) Create events and assign teleconference or remote links in coordination with the President and/or Vice President Internal
- (2) Update website content in coordination and consultation with the President and/or Vice President Internal
- (3) Obtain newsletters and publish into the website and social media accounts in coordination with the President and/or the Vice President Internal
- (4) Update executives and stewards contacts profiles on website in coordination with President and Vice President Internal
- (5) Import members list three times every semester and ensure that records are updated

- (6) Create, publish, and monitor surveys in coordination with the Executive and Internal Committee
- (7) Create mailing distribution list
- (8) Admin the stewards reporting portal and ensure that stewards are reporting in coordination with Unit Stewards. Those do not report more than three (3) time will be flagged for removal from payroll
- (9) Handle any technical difficulties on the website and communicate with maintenance company to fix them
- (10) Export members list for special requests such as election.

(vii) *Permissions:*

- (1) Role based Login: Assign roles of access for members, executive directors, financial access, etc.
- (2) Create roles for specific tasks
- (3) Activate and de-activate users.

(viii) *Publishing:*

- (1) Every time changes are applied to the website the AFC will be responsible to publish the new updates through special controlled procedure.
- (2) Ensure social media accounts are synched with the website and vice versa in coordination with the President and the Internal Committee.
- (3) Ensure new members are added and confirm that changes are applied in coordination with the Unit Stewards
- (4) Update documents: CA, Bylaws, CUPE National documents.
- (5) Update hyperlinks for other website or useful links/resources.

**(b) Labour Relations Coordinator (LRC)**

(i) *Grievance Coordination*

The LRC shall advise and represent members on behalf of the Employer in relation to workplace disputes with the University of Guelph.

The LRC shall work with stewards and officers in the drafting and processing of grievances.

The LRC shall administer grievances through the various steps in the grievance procedure as set out in the Employer's Collective Agreement with the University of Guelph. The LRC shall also, upon request and in accordance with direction from their Supervisor, provide representation to members on behalf of the Employer at one or more steps of the grievance procedure.

The LRC shall gather pertinent information related to grievances and provide all information to their Supervisor, Designate Supervisor, or the Grievance Committee for consideration and direction before settling a grievance based on that direction or referring a grievance to arbitration.

The LRC shall draft minutes of settlement in relation to workplace disputes between the Employer and the University of Guelph.

The LRC shall brief legal counsel retained by the Employer in connection with disputes under consideration for referral to arbitration or litigation in any other forum (for example, Ontario Labour Relations Board) as directed by their Supervisor.

The LRC shall maintain all of the the Employer's grievance files in an organized manner that has been agreed upon with their Supervisor so that grievance files may be readily accessible as may be needed by their Supervisor, members of the Executive and Grievance Committees, and legal counsel retained on behalf of the Employer.

(ii) *Membership Service*

The LRC shall act as a general resource person and advisor to members with work-related concerns and disputes. In this context, the LRC shall provide members with general advice as to their rights and obligations under the Collective Agreement between the Employer and the University of Guelph , and provide referrals to

government departments or other agencies (e.g. Employment Insurance, Ministry of Health).

The LRC will, at the request of the Supervisor, provide training or education to members of the Employer.

(iii) *Executive Assistance*

The LRC shall act, from time to time and at the request of the Supervisor, as a resource person and advisor to members of the Employer's Executive Committee.

The LRC shall attend, at the request of the Supervisor, scheduled Executive Committee meetings, membership meetings, committee meetings, conventions, and any other meetings.

(iv) *Contract Negotiations*

The LRC shall act as a resource person and advisor for the Bargaining and Negotiating Committees, and assist in tasks associated with contract negotiations, including research, drafting of contract proposals, bargaining, organizing around the bargaining process, conciliation, mediation, and preparation for job action.

(v) *Committee Service*

The LRC shall be a non-voting member of the Grievance Committee and the Labour/Management Committee (with the University of Guelph).

The LRC shall also be a non-voting member of the Bargaining Committee and/or the Negotiating Committee at the request of their Supervisor.

(vi) *External Communications*

The LRC shall act as a liaison between the Employer and the University of Guelph in conjunction with their Supervisor and other designated members of the Employer's Executive Committee.

## Appendix C – Holiday Shut-Down Schedule

M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6							
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6						
		16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6					
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6				
				16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6			
					16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6		
						15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6

# Memorandum of Agreement

By signing this Memorandum of Agreement the Parties agree to the terms outlined in this Collective Agreement this \_\_\_\_\_, 2024.

## For the Employer:

\_\_\_\_\_  
*Kimber Mulford*  
\_\_\_\_\_  
Kimber Mulford (Jan 29, 2025 15:03 EST)  
\_\_\_\_\_  
*Kyle McDaniel*  
\_\_\_\_\_  
Kyle McDaniel (Jan 27, 2025 12:08 EST)  
\_\_\_\_\_  
\_\_\_\_\_

## For the Union:

\_\_\_\_\_  
*Jeffrey Cornelissen*  
\_\_\_\_\_  
*Shelby Serkstan*  
\_\_\_\_\_  
Shelby Serkstan (Jan 27, 2025 11:45:31)  
\_\_\_\_\_  
*Ryan London*  
\_\_\_\_\_  
\_\_\_\_\_

mb/coope491