

THE COLLECTIVE AGREEMENT

BETWEEN



**THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3908**

AND



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

July 1, 2025 to June 30, 2028

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DEFINITIONS

CUPE Local 3908: As defined by its Constitution and bylaws.

Employer: The Canadian Union of Public Employees, Local 3908

Union: The Canadian Union of Public Employees and its Local 1281

Employees: Those individuals within the bargaining unit as defined in Article 3

Part-time
Employees: Any regular employee employed for fewer than twenty-five hours per week

Staff Relations
Officer (SRO): Refers to the person from the Employer group who is appointed by the Employer to supervise the staff and is the chair of the Staff Relations Committee. The SRO may, from time to time, assign a designate from within the SRC to supervise staff.

Staff Relations
Committee (SRC): Refers to a committee appointed by the Employer group within the first 30 days of taking office. The Staff Relations Committee (SRC) will be comprised of not more than three (3) and not less than two (2) members of the Employer group. The SRC shall normally include the Staff Relations Officer.

Spouse: For the purpose of this Agreement, designates a married partner, common-law partner, co-habitant or an intimate friend, and shall be included in the immediate family

Dependent Child(ren): Any child, stepchild, legally adopted child, non-adoptive child from a previous relationship, foster child, or child for whom the employee is the legal guardian who is:

- under 21 years of age, unmarried and receives full support and maintenance from the employee; or
- those over the age of 21, but under 25 years of age; and
 - is unmarried and receives full support and maintenance from the employee for the reason of full-time attendance at an accredited institute, college, university, or trades program/apprenticeship in Canada; or

- has a mental and/or physical disability, receives full support and maintenance from the employee, and is a resident of Canada.

Layoff:	Any reduction in the hours of employment
Total Layoff:	A complete reduction in the hours of employment
Transfer:	Includes a lateral change in job classification
Gender:	The pronoun “they” is used in the present document to refer to the singular or the plural, and to provide gender-neutral language.

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – EMPLOYER'S RIGHTS

- 2.01 The Union recognizes the right of the Employer to hire; transfer; promote; demote; relocate; layoff; recall; classify; maintain order and efficiency; determine the standards of the work to be performed; establish and enforce working rules; and discipline, suspend, or discharge its employees for just cause.
- 2.02 The Employer agrees to exercise such rights in a fair, reasonable, and equitable manner, and in a manner that is consistent with this Collective Agreement.

ARTICLE 3 – RECOGNITION

3.01 Definition

The Employer recognizes CUPE 1281 as the sole and exclusive bargaining agent for all its employees, save and except casual employees.

3.02 Term Employees

- 3.02.1 The Union recognizes the right of the Employer to hire term employees subject to Article 10.04. The Term employee is any Employee who is hired for periods of up to one (1) year to temporarily replace a bargaining unit member on leave of absence as approved by the Union.

- 3.02.2 Term employees shall enjoy all the rights and benefits of this Collective Agreement, save and except severance pay (23.03), layoff notice (12.01.2), benefits during layoff (12.03), bumping rights (12.02), public office leave (19.04) and general leave (19.14).

3.03 Exclusion of Casual Employees

3.03.1 Definition

Casual employees are those who are hired on an hourly or honorarium basis to perform duties of a temporary, short-term nature. Such employees shall not be hired so as to result in displacement, discharge or layoff of bargaining unit employees. Hiring of Casual employees is done in consultation with the Union.

3.04 Improper Hiring Procedure

Upon discovery that an employee who fits the bargaining unit definition in Article 3.01 has been improperly hired, either the employee shall be immediately laid off in accordance with Article 12 or the position shall be posted in accordance with Article 10.01, at the Employer's choice. Should the position be posted and a current member of the bargaining unit awarded the position in accordance with Article 11.01, the original employee shall be laid off in accordance with Article 12.

ARTICLE 4 – NO DISCRIMINATION/HARASSMENT

4.01 No Discrimination

4.01.1 The Employer agrees that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to any employee or applicant for employment by reason of age; race; creed; colour; place of origin; ethnic origin; citizenship; ancestry; native language; political or religious affiliation, beliefs, or activities; sex; sexual orientation; gender expression or gender identity; marital status; family status; parental status; number of dependents; place of residence; class; record of offences except where it relates to a bona fide qualification because of the nature of employment; Acquired Immune Deficiency Syndrome (AIDS), AIDS-related illnesses, AIDS-related Complex (ARC), positive Human Immune Deficiency Virus (HIV) test; handicap or disability which does not prevent the performance of the duties of a position; union membership or activity; nor by reason of the exercise of any of the rights contained in this Agreement.

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

4.02 No Harassment

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

4.02.2 Harassment shall be defined as any vexatious comment or conduct that is known or should reasonably be known to be unwelcome, such as:

- (i) unwelcome remarks, jokes, innuendos, or taunts about a person;
- ii) insulting gestures or practical jokes of nature which cause awkwardness or embarrassment;

- (iii) offensive comments and/or actions which demean, humiliate or threaten an individual or group;
- (iv) displaying or distributing pornographic, pin-up pictures, or any other offensive material that promotes discrimination based on the prohibited grounds described in Article 4.01.1;
- (v) leering (suggestive staring);
- (vi) refusing to talk to, or work with, a person by reason of any of the prohibited grounds in 4.01.1;
- (vii) demands for sexual favours or unwanted sexual overtures;
- (viii) unnecessary physical contact, such as touching, patting or pinching;
- (ix) sexual assault;
- (x) physical assault;
- (xi) reprisal or threat of reprisal against any Griever, witness or any person involved in the investigation of a grievance under this Agreement.

4.02.3 Sexual Harassment

Sexual harassment shall be defined as:

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

4.02.4 Gender Harassment

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

4.02.5 Racial/Ethnic Harassment

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

4.02.6 Harassment from the Employer

Harassment from the Employer shall be defined as any vexatious comment or conduct, written or verbal, that is known or ought reasonably to be known to be unwelcome. All work-related complaints or concerns about Employees shall be directed to the Staff Relations Officer (SRO).

4.03 Harassment Grievances

- 4.03.1 An employee who alleges they have been subject to discrimination or harassment, or who has been assaulted, may submit a grievance under this Article. All grievances alleging a violation of Articles 4.01 and/or 4.02 shall be submitted in writing to the President and the Recording Secretary within six (6) months of the alleged incident(s). The parties agree that the Griever may include allegations regarding incidents that occurred more than 6 months prior to the filing of the grievance if the earlier incidents form part of a pattern of continuing harassing conduct.
- 4.03.2 An employee shall not be entitled to grieve being excluded from participating in CUPE Local 3908 committees and/or caucuses that exclude people on the basis of gender, sexual preference, race and/or ethnicity.
- 4.03.3 When a grievance under this Article has been filed, the Griever may request that contact with the alleged harasser be discontinued during the period of investigation of the grievance. Upon such request, the President shall ensure such separation. The Griever shall suffer no penalty or interference in their working conditions. In cases where the alleged harasser is a member of the bargaining unit, separation from the Griever pursuant to this clause shall not constitute discipline.
- 4.03.4 Within five (5) working days of receipt of the grievance, the Staff Relations Committee shall convene a meeting with the Griever and the Union. Upon the basis of the information provided in the meeting, the Staff Relations Committee shall conduct a thorough investigation of the allegations contained in the grievance, subject to Article 4.03.5, and shall, where the decision is that the allegations are grounded, make a recommendation to the executive committee, that will determine what action shall be taken. Such action may include appropriate discipline of the harasser and continued separation. The Griever

and the Union shall be informed of the decision within fifteen (15) working days of the meeting.

4.03.5 If the decision is to continue to separate the parties, the Employer shall ensure that the continuation of separation is arranged so that the grievor suffers no penalty or interference in their employment situation.

4.03.6 The parties may agree to use an external investigator, with expertise in the area of human rights and harassment cases, to investigate the grievance and make recommendations to the Employer, the cost of which shall be borne by the Employer. The investigator shall be selected by mutual agreement.

ARTICLE 5 – UNION SECURITY

5.01 Union Membership

The Employer agrees that all employees, as a condition of continuing employment, shall become and remain members in good standing of the Union during the life of this Agreement. All future employees shall, as a condition of continued employment, become and remain members of the Union upon commencement of employment. It shall be the responsibility of the Union to convey to new employees all information concerning benefits of the Union.

5.02 New Employees

The Employer agrees to inform all new employees that a Union agreement is in effect and to provide a copy to the employee upon commencement of employment. In addition, the Employer shall inform each new employee of the name and telephone number of the Union Steward.

5.03 Union Dues

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

5.04 No Contracting Out

The Employer agrees not to transfer or contract out any work or function covered by this Agreement, except as provided for in Article 3.

5.05 Insolvency

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 6 – UNION REPRESENTATION

6.01.1 a No employee or group of employees shall represent the Union in any meeting with the Employer without proper authorization of the Union. The Employer shall provide the Union with the names, addresses and telephone numbers of its personnel with whom the Union may transact business arising from this Agreement. The Union shall provide the Employer with the name(s) of the Union's steward(s) with whom the Employer may transact business arising from this Agreement.

6.01.1 b Employer's Representative

One individual from the Executive Committee/Employer Group shall be appointed as the Employer's Representative, and they will have the final authority to represent the Employer to the Union and Employees, and they shall act in a manner that is consistent with the terms of this Agreement, and is not arbitrary, discriminatory or in bad faith. The Employer's Representative shall be the Union's point of contact for all purposes of this Agreement, except where otherwise explicitly provided herein.

6.01.1 c Shop Steward

The employer recognizes the right of the Union to represent the Employees who are covered by this Agreement. The Union shall provide the employer, in writing, with the names and position titles of its officers and the name of the person designated sub-unit Steward, and the name(s) of its Staff Representative(s). Likewise, the Employer shall supply the Union with a list of its designated authorities with whom the union may be required to transact business. On an annual basis, the Union shall appoint a Shop Steward, who has been elected by and from the members of the CUPE 3900s bargaining units, for the purpose of assisting the authorized CUPE Local 1281 Staff Representative in processing grievances and dealing with all matters pertaining to the function of the Union.

6.01.2 Notices in Writing

Where notice or reply to the Union is required by any clause of this Collective Agreement, such notice shall be in writing. For the purposes of this Agreement the term "in writing" shall refer to a letter drafted on Employer (CUPE 3908) letterhead, which shall be delivered by email to the Staff Representative at

office@cupe1281.ca, with a copy sent to admin@cupe1281.ca and president@cupe1281.ca.

6.01.3 The Union shall have the right, at any time, to have the assistance of representatives of the Union in dealing or negotiating with the Employer. Upon prior notice, such representatives shall have access to the Employer's premises in order to assist in the settlement of grievances as defined in Article 7, provided such access shall be granted only in the presence of a representative of the Employer.

6.01.4 Time spent meeting with the Employer regarding any matter involved in the administration of this Collective Agreement shall be deemed work time.

6.02 Labour-Management Committee

6.02.1 There shall be a labour-management committee established, composed of at least one (1) and no more than two (2) representatives of the Union, and two (2) representatives of the Employer, at least one of whom shall be a member of the Staff Relations Committee. Union representation at labour-management meetings shall normally be the employees but, at the employees' discretion and with advance notice to the Employer, one of the union representatives may be the authorized Union Representative (normally the Staff Representative or the Shop Steward). Meetings with Union Representation shall be held at a time which is mutually convenient and not later than ten (10) working days from the union's receipt of written notice.

6.02.2 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. The Committee shall not discuss grievances or changes to the Collective Agreement. The time and place of meetings shall be at the convenience of both parties.

6.03 Bargaining Committee

6.03.1 Any representative of the Union on the Bargaining Committee who is employed by the Employer shall have the right to attend negotiating sessions held within working hours without loss of remuneration. Employees attending negotiating sessions outside their regular working hours shall be compensated in accordance with Article 21.01.2.

6.03.2 The Union will be entitled to select a negotiating committee of no more than three (3) people and at least one (1) shall be selected by the CUPE Local 1281 Executive to act as the Union's designated representative. The Union will advise the Employer of the names of the members of this committee at the time it gives notice to bargain to the Employer. The Employer will select a negotiating committee of not more than three (3) people and not less than two (2) people.

The Employer will notify the Union of the names on this committee within five (5) business days of the Union's notice to bargain.

6.04 Technical Information

The Employer shall make available to the Union, upon request, information required by the Union, excluding the record of management sessions.

ARTICLE 7 – GRIEVANCES

7.01 Definition

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

7.02 Grievance Procedure

7.02.1 All grievances shall be dealt with in the following manner:

Step One:

- a. The Union will file a written Notice of Grievance with the Employer's Representative within ten (10) business days of the date the incident first occurred, except for a grievance filed under Article 25 (Health and Safety), in which case the Union will have fifteen (15) business days or Article 4 (Harassment), in which case the Union will have thirty (30) business days.
- b. The Employer's Representative will provide the Union with a written response to the Notice of Grievance within ten (10) business days.
- c. The Union will seek to settle the dispute with the Employer's Representative or appointed designate from the Staff Relations Committee to the satisfaction of the Union, which may include a meeting. The Griever has the right to be present at this step. Where the Employer's Representative appoints a designate from the SRC, the designate's name and email contact information must be provided to the Union immediately. It is understood that the designate will be the Union's point of contact for the grievance going forward.

- d. Failing resolution of the grievance to the mutual satisfaction of the Union and the Employer, either may request an escalation of the resolution process to Step Two within ten (10) business days of the issuance of the Employer's response.
- e. Should no further request or response be brought forward by the Union within ten (10) days of the Employer's response being issued or a meeting taking place, the matter will be considered to be resolved to the mutual satisfaction of the parties, and no further action will be expected or required.

Step Two:

- a. Failing resolution of the grievance under Step One, the Union shall request a meeting between the Union and the Employer's Representative or appointed designate from the Staff Relations Committee to attempt to resolve the matter. This meeting will occur no later than ten (10) business days following the request.
- b. Failing resolution of the grievance to the mutual satisfaction of the Union and the Employer, either may request an escalation of the resolution process to Step Three after ten (10) business days following the last meeting attended by all parties.
- c. Should no further request or response be brought forward by the Union within sixty (60) days following the last meeting attended by all parties, the matter will be considered to be resolved to the mutual satisfaction of the parties, and no further action will be expected or required.

Step Three:

Failing resolution of the grievance under Step Two, the grievance will be resolved through the arbitration process as defined under Article 8.

7.03 Group Grievance

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

7.04 Policy Grievance

A policy grievance, defined as involving a question of general application or interpretation of this Agreement, may be initiated at Step Two under Article 7.02.1.

7.05 Confidentiality

All Parties to this agreement recognize the principle of confidentiality and agree 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.

ARTICLE 8 – ARBITRATION

- 8.01.1 Where the matter is referred to arbitration by either party, the Union and the Employer shall each appoint a representative within five (5) working days of notification of intent to proceed to arbitration.
- 8.01.2 Both representatives shall meet within five (5) working days of appointment for the purpose of selecting a single arbitrator.
- 8.01.3 Where a single arbitrator has been agreed upon by both representatives, the arbitrator shall be requested, in writing, by the party requesting the arbitration, to set a place, time and date for the hearing within ninety (90) days of such request.
- 8.01.4 Where the arbitrator does not accept the request to arbitrate, or where they are unable to set a hearing within the ninety (90) days stipulated, the two representatives shall meet within five (5) working days of being so advised by the arbitrator, and shall select another arbitrator.
- 8.01.5 Where the representatives are unable to agree upon a single arbitrator within five (5) working days of meeting for that purpose, or where two arbitrators have been selected but declined or were unable to set a hearing within the ninety (90) days specified, either party may request, in writing, to the President of the Ontario Federation of Labour that they appoint an arbitrator.
- 8.01.6 The parties shall jointly and equally bear the fees and expenses of the arbitrator.
- 8.02 Arbitrator Authority

The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore the provisions of this Agreement or any expressly written amendment or supplement mutually agreed to and attached to the Collective Agreement, or to extend its duration, unless the Parties have expressly agreed, in writing, to give the Arbitrator specific authority to do so or to make an award which has such effect. Notwithstanding the foregoing, the Arbitrator shall have the power to interpret and apply the requirements of human rights and other employment-related statutes, despite any conflict between those requirements and the terms of this Agreement.

ARTICLE 9 – DISCIPLINE

9.01 Just Cause

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

9.02 Progressive Discipline

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

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

9.03 Confidentiality

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

9.04.1 Step One: Notice of Meeting

Subject to 9.07:

Prior to any consideration of discipline, the Staff Relations Officer who has received a complaint concerning an act, omission, or failure to conform to a required standard, including gender, sexual, racial or ethnic harassment, shall, within ten (10) working days of receiving the complaint, notify the Employee and the Union in writing and schedule a meeting to be held within five (5) working days to discuss the subject matter of the complaint informally. The Notice of Meeting shall include a brief but clear statement of the allegations which form the basis of the complaint, as well as the time, place, and date of the meeting, and shall inform the Employee of their right to Union representation at the meeting. If the complaint is dismissed by the Local's President, the Notice of Meeting and all other relevant documentation concerning the meeting shall be destroyed.

9.04.2 Step Two: Letter of Warning

If the complaint is not dismissed, or otherwise resolved, as a result of the meeting referred to in 9.04.1, or where the Employee waives explicitly, or implicitly by not attending, their opportunity for such meeting, the Staff Relations

Officer may, within ten (10) working days of the meeting, send the Employee a Letter of Warning. Where a Letter of Warning is sent to an Employee, the Union shall also be notified. The Letter of Warning shall state that disciplinary action may be imposed, in accordance with the procedures herein contained, following a repetition of the act or omission which is the subject matter of the complaint and/or where the complaint concerns the standard of the Employee's work, if the Employee fails to bring their work up to a reasonable standard by a given date to be determined by the Employer. Such date shall give the Employee 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 of Meeting issued under 9.04.1.

9.04.3 Step Three: Discipline Meeting

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

9.05 Notification of Action

The Staff Relations Committee:

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

9.06 Notwithstanding 9.02, 9.04.1 and 9.04.2, it is understood that the Employer reserves the right, in extreme situations, to discipline an employee for just cause without having first issued a Letter of Warning (9.04.2), subject to Articles 7 and 8, 9.04.3, and 9.05.

9.07 It is agreed that the Employer has the right in extreme situations to suspend an employee during the period of consideration of the matter, including the delay in 9.05 (ii), and prior to the imposition of any other discipline. In all such cases, the suspensions shall be with pay.

9.08 Disciplinary Files

- 9.08.1 Both parties agree that an Employee's service file may contain entries of a disciplinary nature and that such files shall be deemed to be evidence of progressive discipline which may be used in any directly related grievance and arbitration, subject to 9.08.2.
- 9.08.2 The record of a disciplinary action and matters forming the basis of or raised during such a disciplinary action shall not be referred to or used against an employee after a period of twelve (12) months following such an action, unless a directly related disciplinary action occurs during such a period. In such actions, the earlier action and matters forming the basis of or raised during such action may be referred to or used against an employee for a further twelve (12) months following the subsequent disciplinary action. Any time during which an Employee is on total layoff shall not be regarded as part of the twelve (12) month period(s) specified above.
- 9.08.3 Failure to grieve previous discipline, suspension or discharge, or to pursue a grievance to arbitration, shall not be considered to be an admission that such discipline, suspension or discharge was for just cause.
- 9.09 The Employer agrees that an employee shall not be disciplined solely for failure to perform their duties because they are arrested and/or incarcerated, provided that the Employee notifies their Supervisor of the arrest and/or incarceration and the expected duration thereof as soon as possible. The Employer, however, reserves the right to discipline an employee for just cause for failure to perform their duties for other reasons than arrest and/or incarceration or for activities which may have been related to or coincident with the arrest and/or incarceration. Further, it is understood that loss of salary for failure to perform scheduled duties shall not constitute discipline in the context of this Article.
- 9.10 The employees covered by this Agreement shall have the right to refuse to cross picket lines that interfere with the performance of their duties. Failure to cross such picket lines shall not be grounds for disciplinary action. Salary shall not be deducted for any time not worked as a result of such refusal.
- 9.11 Any of the time allowances set out in this Article may be extended if mutually agreed to in writing by the Employer and the Union. Such agreement shall not be unreasonably withheld by either Party.
- 9.12 A grievance related to the procedures set forth in this Article, or to any disciplinary action, suspension or discharge, may be initiated at Step Two. The grievance shall be presented within ten (10) working days of the date of the letter provided for in 9.04.1, 9.04.2 or 9.05.

- 9.13 In any grievance over discipline which proceeds to arbitration, the Arbitrator shall have the power to modify any penalty imposed by the Employer and to take whatever other action is justified and equitable in the circumstances. An Employee who is found to have been unjustly suspended or discharged shall be immediately reinstated to their former position without loss of seniority and shall be compensated for all lost earnings and benefits, and all records of disciplinary action shall be removed from their employment file.
- 9.14 Where it is established at any stage of the disciplinary procedure that disciplinary charges against an Employee have been laid in a vexatious or discriminatory manner, the Employer shall take any and all actions as may be necessary to prevent repetition of such charges or a negative working environment for the Employee.

ARTICLE 10 – POSTINGS

10.01 Notices

- 10.01.1 Notice of a vacancy shall be posted when the Employer decides to fill an existing position which has become vacant or a new position is created. Notice shall be posted within seven (7) calendar days of the Employer's decision, for a period of at least five (5) working days, within the Employer's workplace. Copies of all notices shall be sent by mail to employees on total layoff and the Union. Notices to employees outside the Peterborough area shall be sent by registered mail.
- 10.01.2 Notices shall contain the classification, qualifications, location(s), duties, hours of work, salary rate, date of commencement of employment, the date of the notice, and the method of making an application.
- 10.02 When the Employer increases the working hours of a position by more than one and one-half (1 1/2) days per week cumulatively from the time of the last posting or such that the position is converted from part-time to full-time, it shall be considered a new position and posted in accordance with 10.01.
- 10.03 No vacancy shall be filled until employees on total layoff have had ten (10) working days from receipt of the posting to apply.

10.04 Short-Term Relief

Where additional hours become available as a result of a position becoming temporarily vacant as a result of sickness, leaves, or resignations, the Employer shall make every effort to offer the available hours, on the basis of seniority, to part-time employees and employees on lay-off who have the ability to perform the requirements of the position. Where no part-time employee or employees on

lay-off have the ability or where no employee with the ability accepts the offer, Article 3.03.1 shall apply.

ARTICLE 11 – APPOINTMENTS

11.01 Appointment by Seniority

11.01.1 In filling vacancies or new positions pursuant to a notice of vacancy under Article 10.01, appointments shall be made of the applicant with the greatest seniority, subject, in the case of an Employee applying for a position in a job classification in which they have not worked before, to that Employee having the competence and ability to learn and perform the duties of the position after three (3) months of training, monthly evaluations, orientation, and full information regarding the requirements of the position.

11.01.2 New employees shall not be transferred or promoted to a vacant position until the one (1) year evaluation period in 15.01 has expired, unless the Employer agrees.

11.01.3 Where an Employee is appointed to a position in a job classification in which they have not worked before, and where after three (3) months of training, evaluation, orientation and full information regarding the requirements of the position, the Employee has failed to learn and perform the duties of the position, the Employee may elect to return to the position they held previous to them being appointed to the current position.

11.01.4 Where an Employee on total layoff is appointed to a position in a job classification in which they have not worked before, and where after three (3) months of training, evaluation, orientation, and full information regarding the requirements of the position, the Employee has failed to learn and perform the duties of the position, the Employee shall be laid off in accordance with Article 12.01; notwithstanding Article 12.02, such an Employee shall not have the right to “bump” anyone in the job classification into which they were appointed and from which they are being laid off.

11.01.5 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.

11.02.1 Appointment Letter

Normally, within fifteen (15) working days following the Employer’s decision to hire, the successful candidate will be provided with a written offer of appointment, copied to the Union, setting out the position title and workplace location, commencement date, hours of work, entitlement to expense allowances, benefit information, name and phone number of the Union Steward and a copy of this Collective Agreement.

11.02.2 Employee List

The Employer will provide a list of all new bargaining unit members to the Union in writing within one (1) month of their offer of hire and no later than one (1) month of their contract starting. This list shall include the name of the new bargaining unit member(s), their start date and contact information, including phone and home address. The employee contact list shall be submitted to the Union by e-mail to president@cupe1281.ca and admin@cupe1281.ca.

11.03 Union Observer

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

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

11.04 Union Notification

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

11.05 Outside Hiring

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

11.06 Membership and Employer Training and Educationals

11.06.1 Additional Training and Educationals for CUPE 3908 Membership

The Employer may, at the Employer's discretion, use the educational resources of the Canadian Union of Public Employees or any other body with which CUPE 3908 is affiliated. Where the Employer intends to hire outside instructors and/or facilitators for members' training, the Union shall be informed in writing, including the reasons for such hires.

ARTICLE 12 – LAYOFFS AND RECALLS

12.01 Layoff

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

12.01.2 Layoff Notice

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

12.01.3 In the event of a layoff notice, the Employer shall meet with the Staff Representative to discuss how to obtain such employment as is possible for the Employee(s) facing layoff.

12.01.4 An Employee who has received notice of partial layoff shall have the right to opt for total layoff and shall receive severance pay as per 23.03.

12.02 Bumping

12.02.1 Where a position is reduced or eliminated, the Employee in that position may "bump" (claim the position of) any less senior employee. An Employee who is bumped may, in turn, bump any less senior employee. If there is no less senior employee, an Employee who is bumped may be laid off.

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

12.03 Benefits During Layoff

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

12.04 Layoff Grievances

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

12.05 Seniority during Layoff

Seniority shall continue to accumulate during the first eighteen (18) months of total layoff (Article 14.02). Employees on total layoff shall retain seniority in the bargaining unit for twenty-four (24) months (Article 14.03).

12.06 Recall

12.06.1 Where a vacancy occurs in any position following a reduction of personnel as a result of which an Employee has been laid off, and where that Employee retains seniority in accordance with Article 14, the Employee so affected will be offered the opportunity to fill the vacant position, subject to the conditions set forth in Article 11.01.1. Recall shall be on the basis of seniority as set forth in Article 11.01.1.

12.06.2 Employees being recalled shall be notified in writing, by registered mail, at least one (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) working 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.

ARTICLE 13 – PROBATION

13.01 Probation

13.01.1 Newly hired employees shall be considered to be on probation for three (3) months from the commencement date of employment.

13.01.2 During the probationary period, employees shall enjoy the rights and privileges of this Agreement, except with respect to discharge, where 13.02 will apply. During the probationary period, employees shall be given orientation, training, and monthly evaluations in accordance with Article 15.

13.02 Probationary Discharge

Probationary Employees may be discharged for just cause at any time during the probationary period. A grievance may be filed where the Union claims a violation of this Article or Article 4 with respect to discharge. Probationary Employees and the Union shall be given one (1) week written notice of the Employer's intention to discharge such an Employee.

ARTICLE 14 – SENIORITY

14.01 Accumulation of Seniority

Seniority shall accumulate from an individual's employment anniversary on the basis of length of service with the Employer effective from the first day of employment in accordance with Article 14.04.

14.02 Retention of Seniority

Seniority shall continue to accumulate during absence from work due to sick leave, the first eighteen (18) months of layoff, holidays, vacations, and leaves of absence granted under Article 19.

14.03 Loss of Seniority

Seniority shall be considered lost when an employee resigns; is discharged for just cause, and is not reinstated through the grievance procedure; is absent from work in excess of ten (10) consecutive working days without notifying the Employer, unless such notice was not reasonably possible; fails to notify the Employer of their intention to return to work within ten (10) working days following receipt of recall notice; or is on total layoff for longer than twenty-four (24) months.

14.04 Seniority List

The Employer shall maintain a seniority list showing the classifications and the date upon which service commenced as reflected in Appendix 3. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in each of the Employer's offices by January 31 of each year.

14.05 Operation of Seniority

Seniority shall operate on a bargaining unit-wide basis and shall determine preference and priority for appointments to vacant and new positions in accordance with Article 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 Agreement.

ARTICLE 15 – EMPLOYEE EVALUATIONS AND RECORDS

15.01 Evaluation

A performance evaluation may be initiated by either the Employer or an Employee. Evaluations are to be conducted using a method or set of criteria agreed upon by both the Employer and the Employee, and with not less than one (1) week's notice so that both Employer and Employee have ample time to prepare. An individual Employee will not be evaluated more than once every twelve (12) months except in instances where both the Employer and Employee have agreed otherwise.

All evaluations will be followed up with a written summary available to both the Employer and Employee within one (1) week of the date that the evaluation took place. Both the Employer and the Employee shall have the right to comment in writing, and such comments shall be appended to the evaluation.

The purpose of performance evaluations is to provide opportunity for reflection and discussion that foster a positive, open relationship between Employer and Employee. Performance appraisals will not be used as part of, or in place of, any action related to Discipline or Discharge. Moreover, performance appraisals will not be used to determine whether or not an Employee is promoted to a position of higher rank or higher pay within the Local.

15.02 Personnel Files

The official personnel file for each employee shall be maintained at the office of the Employer and shall be available to the Employee for inspection at any reasonable time upon prior notice. The Employer shall provide copies of requested documents to the Employee within a reasonable period of time following receipt of the request.

The personnel file of an employee, or former employee, shall not be shared in any manner with any other employer or agency without the prior written consent of the Employee concerned, except as required by law.

ARTICLE 16 – HOLIDAYS

16.01 Statutory Holidays

Employees shall be given the following paid holidays:

- New Year's Day
- Family Day
- International Women's Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Time off to attend, or participate in, local activities for

- Good Friday
- Easter Monday
- May Day
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Remembrance Day
- Trans Day of Remembrance
- Christmas Eve
- Christmas Day
- Boxing Day
- An employee's normally scheduled hours between Boxing Day and New Year's Day
- the Day of Mourning.
- Any other such time when the University is officially closed

And such others as are proclaimed by the federal, provincial, or municipal government in the employment area.

16.02 Substitution

When a holiday or holidays as defined in 16.01 falls on a day which is not a regular working day, the first regular working day thereafter shall be considered the holiday; exception: if the holiday falls on a Saturday, and that day is not a regular working day, the Friday immediately preceding will be considered the holiday. Also, the Employer and Employee can come to a mutual arrangement regarding alternate statutory holiday substitution on a case-by-case basis.

If an Employee is required to work that day, they shall be compensated at the rate of two and one half (2 1/2) times their regular salary.

16.03 Alternate Holidays

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

ARTICLE 17 – VACATIONS

17.01 Entitlement

17.01.1 Full-time Employees shall be entitled to an annual vacation with pay on the following basis:

- (i) in Years 1-3 of continuous employment, 3 weeks of vacation;
- (ii) in Years 4-5 of continuous employment, 4 weeks of vacation;
- (iii) in Years 6-10 of continuous employment, 5 weeks of vacation;
- (iv) At 11 years of continuous employment, 6 weeks of vacation.

17.01.2 Part-time Employees shall be entitled to vacation pay in lieu of paid vacation as follows:

- (i) in Years 1-3 of continuous employment, 6% vacation pay;
- (ii) in Years 4-5 of continuous employment, 8% vacation pay;
- (iii) in Years 6-10 of continuous employment, 10% vacation pay;
- (iv) At 11 years of continuous employment, 12% vacation pay.

17.01.3 Vacation entitlement shall normally be taken within twelve (12) months of the end of the year for which the entitlement arose. Vacation not taken before the end of the year of entitlement shall be added to the vacation period of the subsequent year. Vacation leave may be taken in advance of entitlement with the approval of the Employer. If vacation entitlement is not taken or paid out, it shall be lost.

17.02 Scheduling

17.02.1 All vacation requests shall be made by Employees in writing at least one (1) month in advance of the proposed start date. The Employer shall respond to all requests in writing. The Employer shall not unreasonably deny vacation as requested. It is understood that priority matters such as critical bargaining periods, arbitration hearings, Labour Board hearings, etc., may affect the vacation schedule. In the event that such a postponement is necessary, vacation credits may be carried forward into the next calendar year and the Employer shall reimburse the Employee for all cancellation fees and/or non-refundable expenses incurred. An Employee may choose to take wages in lieu of vacation, up to a maximum of four (4) weeks of vacation credit in any calendar year.

17.02.2 Vacation schedules shall be granted on the basis of seniority. They shall be mutually agreed to not more than five (5) business days after an employee or employees submit their request.

17.02.3 An Employee shall be entitled to receive their vacation in consecutive weeks, for periods not greater than four (4) consecutive weeks, and cannot be combined with any other leaves or time-off provisions (except as set out in Article 17.03 and 17.04), unless mutually agreed upon between the Employee concerned and the Employer.

17.03 Sick Leave During Vacation

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

17.04 Holidays During Vacation

When a holiday 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.

ARTICLE 18 – SICK LEAVE

18.01 Definition

Sick leave is the period of time an Employee is absent from work with full pay and benefits by virtue of being sick or disabled, exposed to a contagious disease or under compulsory quarantine, under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

18.02 Sick leave with full pay shall be granted to each full-time Employee for any illness or incapacity up to seventeen (17) weeks. At the end of this period, benefits from the Long Term Disability Plan will commence.

Sick leave without pay shall be granted to each part-time Employee for any illness or incapacity up to seventeen (17) weeks.

18.03 Sick Leave Accrual

For all employees, and effective their first day of employment, sick days per year shall be earned at a rate of 0.115 hours per hour worked.

Such sick leave may be carried forward from year to year, for a maximum of two years.

There shall be no pay-out of sick leave credits accumulated at the time of lay-off, discharge, or retirement.

18.04 Certificate of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days, certifying that they were unable to carry out their duties. To cover the costs of such certificates, the employer agrees to pay up to \$200.00 per annum in clinical fees.

ARTICLE 19 – LEAVES

19.01 Requests

19.01.1 Where written request is required, it shall be made to the Staff Relations Officer, indicating the time(s) and date(s) being requested. Reasonable notice of such leaves shall be given. No request for leave shall be denied solely because the Employee did not submit their request in time.

19.01.2 Employees may use accrued overtime in lieu of the leave provisions described in Articles 19.02.2, 19.14, and 19.15.

19.02 Union Business

19.02.1 Upon written request at least five (5) working days in advance, Employees shall be entitled to leave with pay in order to carry on negotiations with the Employer, or to process a grievance under this Agreement.

19.02.2 Upon written request at least five (5) working days in advance, Employees shall be entitled to leave with pay for five (5) working days for a full-time Employee and two (2) working days without pay for a part-time Employee, in order to process CUPE 1281 grievances, arbitrations, collective bargaining, etc., for Employees not covered by this Collective Agreement.

19.02.3 Upon written request at least five (5) working days in advance, Employees nominated to serve on an arbitration board or as an arbitrator shall be entitled to leave without pay on the days when the board is required to meet, to a maximum of three (3) days per employee per year.

19.03 Union Meetings and Conventions

19.03.1 Upon written request at least five (5) working days in advance, leave with pay shall be granted to Employees attending the CUPE 1281 Annual Conventions. Leave with pay up to a maximum of two (2) working days in a twelve (12) month period shall be granted for attendance at other CUPE 1281 Stewards Council Meetings.

19.03.2 Upon written request at least five (5) working days in advance, leave with pay shall be granted to Employees chosen to represent the Union at any authorized Labour Convention or educational seminar. Such leave is to be confined to the actual duration of the Convention or educational seminar and the necessary travelling time. Such leave shall not exceed a total of fifteen (15) working days in

the bargaining unit. Leave of absence without pay in excess of the fifteen (15) working days noted above shall be granted upon written request.

19.04 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. An Employee granted such a leave of absence must give the Employer sixty (60) days written notice of intention to return.

19.05 Jury Leave

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

19.06 Penitentiary Leave

Employees shall be entitled to up to one (1) month leave without loss of salary or benefits for a period of time spent in a Canadian jail as a result of reasonable actions by an Employee undertaken with the purpose of implementing the directions of a local executive, organizing committee, or the Local's President. 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 Employees by criminal courts as a result of such actions by the Employee. It is agreed that Employees have the right to refuse to undertake any action which the Employee reasonably expects could result in a fine or incarceration.

19.07 Bereavement Leave

Upon request, an Employee shall be granted reasonable leave with pay upon the death of a relative, spouse, close associate or the loss of a pregnancy experienced by the employee, their spouse or their surrogate. Such leave shall be up to two (2) weeks, at the Employee's request. Request for additional leave without pay shall not be unreasonably withheld.

19.08 Compassionate Leave

Upon request, an Employee shall be granted leave with pay of up to two (2) calendar weeks per year to attend to a seriously ill relative, spouse or close

associate, at the Employee's request. Where the illness is diagnosed as life threatening or terminal, leave shall not be less than three (3) calendar weeks per year. Request for additional leave without pay shall not be unreasonably withheld.

19.09 Preventive Medical Care Leave

Employees shall be entitled to up to three (3) days leave with pay per annum in order to engage in personal preventive medical and dental care. Pregnant Employees shall be entitled to an additional three (3) days. On request, Employees may be required to show proof of medical or dental care for the duration of their absence from work.

19.10 Pregnancy, Parental and Adoption Leave

19.10.1 Right to Continue Working

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

19.10.2 Leave of Absence

Normally only after at least three (3) months of employment and upon written request at least one (1) month in advance, a leave of absence of up to one (1) year shall be granted for pregnancy, parental or adoption leave. In the case of pregnancy leave, such leave may be taken at any time within the period six (6) months before and twelve (12) months after the birth of the child. In the case of parental leave (where the spouse of an employee gives birth) or adoption leave, such leave shall end no later than fifty-two (52) weeks following the date of birth or adoption.

19.10.3 Supplementary Unemployment Benefits

Payments to supplement benefits made through Employment Insurance (EI), or made in lieu of EI benefits in cases where the Employee does not qualify for EI, shall be made. It is agreed that if the relevant legislation is changed, the Employer will take all necessary steps, including registration of the plan if required, to ensure that the benefits outlined in the agreement are maintained.

19.11 Mental Health Days

Employees shall be entitled to three (3) annual mental health days with pay.

19.12 Gender Affirmation Surgery Leave

An employee who provides a certificate or letter from a medical practitioner confirming that the employee requires a leave of absence in order to undergo

gender affirmation related medical procedure(s) shall be granted up to two (2) months of paid gender affirmation surgery leave at the regular rate of pay during the period of their appointment.

19.13 Emergency Leave

In the event of a bona fide emergency not covered elsewhere in Articles 18 or 19, leaves without pay of up to three (3) days per year shall be granted upon verbal or written request. The Employer agrees that approval will not be denied solely because the Employee was unable to make a written request before beginning the leave, provided that they do so as soon as practicable. In the case of a verbal request, the Employee shall obtain written approval as soon as possible, a copy to be forwarded to the Employer.

19.14 General Leave

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

19.15 Return from Leave

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

19.16 Leaves for Part-Time Employees

Part-time Employees shall be entitled to all of the leaves described in Article 19, and with the same limits and conditions.

ARTICLE 20 – PAYMENT OF WAGES

20.01 Paydays

20.02.1 The Employer shall pay salaries and wages biweekly in accordance with Appendix 1. Each employee shall receive with their pay an itemised statement of the salary and deductions for the pay period and year to date figures. Such payment may be made by direct deposit or by cheque.

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

20.03 Pro-rata Pay

Part-time Employees shall receive the wage rate on a pro-rata basis according to their hours of work. For the purposes of this clause, pro-rata wages will be calculated on the basis of 35 hours per week. Benefits for all Employees shall be paid in full by the Employer.

20.04 Temporary Replacement Pay

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

20.05 Inclement Weather

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

20.06 Cost of Living Adjustments

In order to protect the living standards of the bargaining unit members, wages shall be adjusted annually to reflect increases in the cost of living. The amount of the cost of living allowance shall be determined and re-determined on the basis of the Consumer Price Index for Ontario published by Statistics Canada herein referred to as the Consumer Price Index. During the term of this agreement the annual increase in the cost of living allowance shall be paid on July 1.

In order to accommodate the release schedule of Statistics Canada's Consumer Price Index, the Cost of Living Adjustment shall be calculated using the Consumer Price Index from June 1, of the previous year to May 31 of the current year.

ARTICLE 21 – DUTIES AND OBLIGATIONS

21.01 An employee is responsible to the Employer for the duties and responsibilities outlined in the job description. An employee shall conform, in so far as possible, to normal business hours in the fulfilment of this provision.

21.01.2 Employees engaged in any of the following types of duties shall be deemed to be fulfilling the duties of their job description:

- a) attending and participating in CUPE National Educational Schools
- b) performing Union business (Articles 6.01.4, 6.02, 6.03, 11.03, 19.03)
- c) travel time (Article 22.01)
- d) attending any convention, conference or meeting of the Employer, any union or other organization with which the Employer is affiliated, or any other meeting, proceeding, or function which an Employee is directed to attend (Article 22.06)
- e) additional training

21.01.3 Reports

Each employee shall report to their immediate supervisor, on a *quarterly* basis, any sick days, leave days or vacation time that has required the employee to be absent from work.

ARTICLE 22 – EMPLOYMENT EXPENSES

22.01 Travel Expenses

22.01.1 Where an Employee's duties require travel to a location other than, or in addition to, their normal work location, the Employer shall pay mileage at the prevailing Trent University kilometric rate from the Employee's normal place of employment to the other location and back, or from the Employee's home to the other location and back, whichever is the lesser. Where an Employee elects to use public transportation for such travel, the Employer shall pay costs as verified by receipt. Travel time shall be considered work time.

22.01.2 Where an Employee's duties require travel to a location other than, or in addition to, normal work location, 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 which do not exceed the average costs of such lodgings within the area.

22.01.3 A per diem of equivalent to that paid to members of Local 3908 (but not less than \$100.00) for meals and incidental expenses shall be provided for expenses incurred where an overnight stay is necessary. Reasonable expenses in excess of this amount shall be paid upon presentation of receipts.

22.01.4 All parking costs incurred by Employees in the performance of their duties shall be reimbursed by the Employer.

22.02 Evening Work

Where a full-time Employee is directed to work in the evening, i.e. after 7 p.m., after having worked at least six (6) hours during the same day, a dinner allowance not to exceed \$30.00 will be provided by the Employer. If such evening work is not concluded prior to 8:00 p.m., the Employer will also provide, subject to verification by receipt, taxi service to the Employee's home or to another site of their choice, the cost of which does not exceed the amount for taxi service to the employee's home.

22.03 Professional Development

Each full-time Employee shall be entitled to up to three (3) Days leave with pay per contract year to attend course instruction, conferences, seminars, and/or workshops that will assist the Employee in the performance of their current position or will better qualify the Employee for another position in the bargaining unit.

Each part-time Employee shall be entitled to up to three (3) days leave without pay per contract year to attend course instruction, conferences, seminars, and/or workshops that will assist the Employee in the performance of their current position or will better qualify the Employee for another position in the bargaining unit.

22.03.1 It is agreed to by the parties that professional development leave is separate and distinct from any training, development, course or workshop attendance initiated by the Employer as part of the Employee's regular duties.

22.03.2 It is agreed that any Employee may use vacation days (Article 17) in addition to the paid leave taken in accordance with this Article, for the purpose of professional development.

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

22.03.5 The Employer shall pay \$500.00 per contract year per full-time Employee and \$250.00 per part-time Employee towards the cost of attending a course, conference, seminar or workshop, or other agreed-upon professional development activity. If the full amount is not used, any balance shall be carried over and added to the next year's allocation, until it has been depleted. All funds are assets of the Local, and upon termination of employment, any unused funds shall remain with the Local.

22.04 Working Equipment

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

22.05 Convention Expenses

Where a full-time Employee is required to attend a Convention, conference or meeting, the Employer shall provide transportation, accommodation and meals for the Employee on the same basis as delegates to the Convention, conference or meeting. Where such arrangements are not available, Article 22.01 of this Agreement shall apply.

22.06 Technology Fund

The Employer agrees to reimburse Employees for reasonable technological expenses such as the cost of subscribing to an at-home internet service, the cost of equipment and/or work-related at-home computing expenses, to a total maximum amount of \$600 per annum, any unused funds may be carried over to the next year, for a maximum of two (2) years. Such requests shall not be unreasonably denied.

22.07 Internet Allowance

The Employer will arrange for Trent University email addresses for their employees so they can access Eduroam wireless internet on campus.

In the event that an Employee is working from the Local's office, Trent University Campus, or any other site as directed by the Employer, the Employer shall be responsible for providing the Employee with internet access for the performance of their duties at no cost to the Employee.

For clarity, it is understood that the Internet Allowance does not apply to work from home. However, Employees may seek reimbursement for home internet via Article 22.06, the Technology Fund.

ARTICLE 23 – VACATION AND SEVERANCE PAY

23.01 Vacation Pay

23.01.1 At the time of total layoff, termination or resignation, full-time Employees shall be entitled to, subject to Article 23.02, vacation pay as follows:

- a) in the first and second year of employment, they shall be paid 6% of their wages to date;

- b) in the third to fifth year of employment, they shall be paid 8% of their wages paid to date in the current year of employment;
- c) in the fifth to eighth year of employment, they shall be paid 10% of their wages paid to date in the current year of employment;
- d) in the eighth to twelfth year of employment, they shall be paid 12% of their wages paid to date in the current year of employment;
- e) in the twelfth to fifteenth year of employment, they shall be paid 14% of their wages paid to date in the current year of employment;
- f) in the fifteenth and subsequent year of employment, they shall be paid 16% of their wages paid to date in the current year of employment.

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

23.02 Severance Pay

23.03.1 The Employer shall pay severance to an Employee whose employment is terminated through a total layoff. The Employee shall receive severance pay from the Employer in the amount of weeks pay specified in the Severance Grid below (calculated on the basis of the Employee's highest six (6) month salary) for every year of completed service to a maximum of fifty-two (52) weeks of severance pay at ten (10) years.

Severance Grid

<u>Laid off at:</u>	<u>Severance payout:</u>
Less than 1 year	2 weeks
1 year	4 weeks
2 years	6 weeks
3 years	8 weeks
4 years	10 weeks
5 years	26 weeks
6 years	31 weeks
7 years	36 weeks
8 years	41 weeks
9 years	46 weeks
10 years	52 weeks

23.03.2 In the event of a partial layoff, the Employee shall receive severance pay from the Employer on a pro-rated basis, as per Article 23.03.1.

23.03.3 Should the Employee be terminated or otherwise suffer a loss of employment as a result of an Employer driven action or inaction resulting in the cessation of the business of the Employer, the merger, affiliation or transfer of the Employer's operation to another labour body, or the insolvency or decertification of the Employer, the Employee is entitled to severance pay under Article 23.03.1. It is understood that an Employee shall not be entitled to severance pay should the Employee be hired by any successor to the Employer provided that the Employee's employment is not disrupted and that their wages and benefits are not reduced.

ARTICLE 24 – BENEFITS

24.01 Group Benefits Plan

The Employer shall pay the premiums for all full-time Employees, their spouses and dependents, for the Group Benefits plan available to the Employer through the Canadian Union of Public Employees. Full-Time employee must comply with all requirements set forth by the insurer in order to receive benefits.

24.02 The Union acknowledges that the Employer has no control over the terms of the Group Benefits Plan available to the Employer from the Canadian Union of Public Employees. Should any benefit available under the plan be reduced during the term of this agreement, the Employer shall endeavour to minimize the effect of such a reduction in consultation with the Staff Relations Committee.

24.03 Part-time Employee Benefits

After one (1) year of employment by the Employer, part-time Employees and their spouses and dependents are entitled to access an employee benefits fund, established and paid for by the Employer. This fund provides a total yearly maximum amount of \$2700 to cover eligible expenses claimed by the employee and their spouse and dependents. Eligible expenses shall be authorized by the Employer and will not be unreasonably denied. Receipts must be presented before receiving reimbursement, excluding any information pertaining to the Employee containing confidential health or medical information. The Employee may choose to use the fund to cover the costs of enrolling in a health insurance plan.

24.04 Pension Plan

As of July 1, 2019, all full-time Employees shall be enrolled in the Multi-Sector Pension Plan (MSPP). The Employer shall make annual contributions in the amount of 8% of the Employee's total gross wages to the MSPP. In addition to the Employer's contribution, each full-time Employee shall make annual contributions of 2.5% of their total gross wages to the MSPP through payroll

deduction. The MSPP Participation Agreement, Required Collective Agreement Language and Bargaining Unit Information Sheet are set out in Appendix 4.

24.05 Premium Reduction

If the premium paid by the Employer for any employee benefit is reduced as a result of legislative or other action, the amount of the saving shall be used to increase other benefits available to the Employees.

24.06 Short Term Disability

An Employee shall go on short term disability on the first day they become eligible for coverage provided that the plan continues to allow Employers to "top-up" short term disability benefit payments to 90% of salary.

24.07 Dependency Care

Upon presentation of official receipts, each full-time Employee who is the caregiver to dependent children or elderly/disabled family members shall be reimbursed to a maximum of \$700 per year, to offset costs incurred by the full-time Employee in providing such care. Such costs may include, but are not limited to, assistive devices, retrofitting, travel and other expenses not covered by the employee benefits plan.

24.08 Tuition Benefit

Upon three (3) years of completed service the Employer agrees to reimburse 50% of the tuition costs for full-time Employees and/or their dependents to attend a publicly-funded Canadian post-secondary institution. The maximum amount reimbursed shall be \$5,000 per year, to a total lifetime maximum of \$25,000. The employee may request to accelerate access to this benefit in any given year. These requests will not be unduly denied. Under no circumstances shall the lifetime benefit of \$25,000 per employee be exceeded.

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.

ARTICLE 26 – JOB DESCRIPTIONS

26.01 No Changes

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

26.02 New Positions

Where the Employer wishes to create a new bargaining unit position not covered by Appendix 2 during the term of this Agreement, the job description shall be subject to negotiation between the Employer and the Union. Should the parties be unable to reach agreement, the job description may be submitted to Arbitration in accordance with Article 8.

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 mechanisation or technological changes. An Employee who is displaced from their position by virtue of technological change or improvements will suffer no reduction in normal earnings and will be given the opportunity to fill other vacancies according to seniority.

27.02 Training

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by an Employee or Employees under the present methods of operation, the Employer shall provide training for the Employee(s) affected, at the Employer's expense.

ARTICLE 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 Agreement, but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 29 – COPIES OF AGREEMENT

- 29.01 The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement, and their rights and duties under it. For this reason, the Employer shall provide each Employee and the Union with a copy of this Agreement, at no cost, within sixty (60) days of ratification.

ARTICLE 30 – NO STRIKE OR LOCKOUTS

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

ARTICLE 31 – DURATION OF AGREEMENT

- 31.01 This Agreement shall continue in force and effect from JULY 1, 2025 until JUNE 30, 2028. All provisions of this Agreement shall be retroactive to JULY 1, 2025.
- 31.02 Either party to this Agreement may, not more than one hundred and twenty (120) days prior to JUNE 30, 2028 present the other party, in writing, proposed terms of a renewal of this Agreement and/or amendments to the Agreement. A meeting shall be held within twenty (20) days, at which time the parties will commence negotiations on the proposed amendments and/or terms of a new agreement.
- 31.03 Failing agreement by JUNE 30, 2028 this Agreement shall continue in force until a new agreement is executed, or until such time, as defined by the Ontario Labour Relations Act, that the parties gain the right to strike or lock out.

In witness whereof, the parties hereto have caused this Agreement to be signed by its duly authorized representatives in the City of Peterborough this 12th day of May, 2026.

For the Employer:

Mitch Champagne
Mitch Champagne (2026-05-12 11:12:00 EDT)
Mitch Champagne
President, CUPE Local 3908

Eric Lehman
Eric Lehman (2026-05-12 11:31:22 EDT)
Eric Lehman
Secretary-Treasurer, CUPE Local 3908

Mark E. Astrom
Mark E. Astrom (2026-06-08 17:59:10 EDT)
Mark Astrom
Vice President, CUPE Local 3908

For the Union:

Ryan London
Ryan London
Staff Representative, CUPE Local 1281

Drew Whatman
Drew Whatman (2026-05-12 14:23:46 EDT)
Drew Whatman
Staff Representative, CUPE 1281

Yvonne La Rose
Yvonne La Rose (2026-05-13 13:05:03 EDT)
Yvonne LaRose
Steward, CUPE 1281

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APPENDIX 1 – SALARY

On July 1 of each year over the life of this Agreement, wages will increase by the COLA amount as outlined in Article 20.06, or by 2%, whichever is greater.

Hourly Wage Rates for Employees:

Regular Rate (Campaign and Outreach Officer and Office Manager)	\$37.00 per hour
Assistant Rate (Office Assistant)	\$28.00 per hour

Wage increases are retroactive to July 1, 2025.

In the event that the Employer creates a new role, that role shall be compensated at the Regular Rate unless the majority of the tasks contained in the role's job description require supervision by another CUPE 1281 bargaining unit member, in which case the role shall be compensated at the Assistant Rate.

APPENDIX 2 – JOB DESCRIPTIONS

Office Manager Job Description

Overview

The office manager is responsible for running the union local's office. Working with a part-time executive means this individual is the hub of the organization: coordinating and attending meetings, events, sub-committees, liaising with CUPE and Trent University and staying on top of weekly, monthly and annual administrative tasks. The local depends on solid administrative support in order to run smoothly and to meet the needs of its members.

Duties

- manage the CUPE Local 3908 office and maintain regular office hours as established by agreement between the OM and CUPE executive
- respond to Unit 1 and Unit 2 members' questions and concerns promptly and sensitively
- help to educate Unit 1 and Unit 2 members on their rights and privileges
- prioritize tasks, often with conflicting deadlines
- coordinate three annual distributions of the Unit 2 Professional Development and Employee Assistance Fund (PDEAF) in conjunction with relevant Trent staff and executive-committee members
- ensure confidentiality with all Local 3908 matters
- responsible for all administrative tasks (minutes, agendas, etc) required for meetings conducted by the local, such as executive committee meetings, general members meetings including the Annual General Meeting, bargaining-unit caucus meetings, joint labour-management committee meetings, collective bargaining and any other meetings that may arise as directed by the executive committee
- support bargaining committees, executive committee and members during collective bargaining, including participating in and providing administrative support at bargaining negotiating meetings
- organize purchasing/printing and distribution of promotional materials as required
- support and facilitate executive projects
- prepare, update and distribute new executive member kits
- liaise with the local's Representative on various University committees as required and coordinate reports to the executive
- work with CUPE 3908's Treasurer, bookkeeper or any other finance professionals the local may engage with, to ensure bills, dues, casual labour employees and Executive members are paid on a timely basis.
- contribute to development of annual budget by tracking and anticipating Local's ongoing activities and needs
- organize events, meetings, and conferences as required

- maintain and update the Local's records contained in its various databases and hard copy files, in collaboration with other staff and executive committee members
- support the Local's commitment to issues of social, political and economic justice
- become familiar with issues and collective agreements for both bargaining units
- coordinate the hiring of part-time support, subject to executive approval, for specific projects and supervising such employee(s)

Campaigns and Member Outreach Officer Job Description

Overview

The Campaigns and Member Outreach Officer (CMOO) will assist the Executive Committee of the Local to implement special projects, engage with members of the Local, and generally assist with technology and communications for the Local. The CMOO will also facilitate the planning of special events of the Local. Tasks will include designing and implementing communication strategies for engaging with members and other audiences and coordinating the Local's digital presence. Depending on the time of year and the bargaining cycle, tasks may be connected to contract negotiations or to broader labour and social justice campaigns.

Duties

- design, create, and format materials for the local, including but not limited to posters, swag, and educational materials;
- assist with the sourcing and purchasing of print/promotional materials;
- design and distribute email communications to members in collaboration with the Executive Committee;
- ensure communications are concise, accessible, timely, and consistent;
- update and maintain the Local's website including domain name retention and website hosting;
- maintain the local's digital presence, including updating social media;
- facilitate digital member votes including ratification votes and polls;
- coordinate technical aspects of all meetings and events;
- assist with organizing member database;
- support the Local's commitment to issues of social, political, and economic justice
- support and participate in the executive's communications sub-committee and other various sub-committees as needed;
- support bargaining committees, executive and members during collective bargaining other duties as required;
- maintain an in-depth understanding of collective agreements for both bargaining units to support the education of members on their rights and privileges.

Office Assistant Job Description

Under the direct supervision of the Office Manager, the Office Assistant provides additional administrative support to the local.

Primary duties include:

- Input course codes, dates, names, academic departments, etc, into membership database from offer-of-employment letters and job-acceptance forms
- Assist office manager to compose e-mails and letters
- File receipts and other financial documents, offer-of-employment letters, job-acceptance forms

APPENDIX 3 – SENIORITY LIST

1. Yvonne LaRose - Date of Hire: July 2nd, 2008
2. Drew Whatman – Date of Hire: January 19th, 2014

APPENDIX 4 – MSPP

LETTER OF UNDERSTANDING – SICK TIME

It is understood and agreed that effective upon the ratification of this Collective Agreement:

- Yvonne LaRose shall be considered to possess 300 hours of sick time
- Drew Whatman shall be considered to possess 84 hours of sick time
- Jill Sokolowski shall be considered to possess 36 hours of sick time