

1. **Employee Assistance Program (EAP)**

Typically Committee members have previously been referral agents as that way they have an understating of the EAP program.

Committee Responsibilities:

- a) To oversee the effective operation of the Employee Assistance Program policy and procedures as agreed upon by the unions and CUPE. This will include identifying problems in program operations and reaching solutions as well as keeping abreast of new developments in the Employee Assistance field to modify the program.
- b) To report annually to the executive of the unions and CUPE in order to evaluate the functioning of the program in line with its objectives.
- c) A Program coordinator will direct and oversee the operation of the program.

2. **Joint Benefits Committee**

A representative of the bargaining unit shall sit on the Joint Benefits Committee which has been established between the Employer and the staff unions to discuss and recommend changes and additions to the parties on the employee benefit plans which include, but is not limited to, life insurance, extended health benefits, long-term disability, provincial medicare, dental benefits, voluntary leave.

3. **Joint Board of Trustees**

Trustees and Alternate Trustees are encouraged to participate fully in meetings of the Joint Board of Trustees of the CUPE Employees' Pension Plan. Trustees and Alternate Trustees will make every effort to attend all Board meetings and meetings of committees to which the Board has appointed them. Along with attending Board and Committee meetings, Trustees and Alternates Trustees are expected to review meeting material circulated in advance and material distributed at meetings, as a basis for well informed participation in the discussion and decision process.

All Trustees and Alternates Trustees are expected to ensure they are knowledgeable about the matters before them for decision, and about their responsibilities and fiduciary duties generally.

Trustees and Alternates are provided with opportunities to learn about trustee responsibilities, pension plan administration and investment, and the legal, legislative and actuarial framework for pension plans. In accordance with the education policy, each Trustee and Alternate Trustee is allocated an annual amount to pay for educational courses or developmental programs.

Each Trustee and Alternate Trustee should develop an individual plan to increase experience, knowledge and skill through attendance at meetings and participation in Trustee education programs.

Each Trustee and Alternate Trustee should review this statement of expectations and determine whether he or she meets these requirements.

4. Joint Employment Equity Committee

A joint Employment Equity Committee, consisting of two (2) members appointed by COPE 491, two (2) members appointed by the CSU, two (2) members appointed by the CSU National Office Component, two (2) members appointed by Unifor, and six (6) members appointed by the Employer will be established upon ratification of the collective agreement and will meet regularly in order to complete a set of recommendations to deal with recruitment, hiring, training and promotion of the target groups, i.e., women; workers of colour; Aboriginal workers; workers with disabilities; gays, lesbians, bisexual and transgendered workers, which will be forwarded to the CUPE National Officers and to each of the Union Executives for consideration.

The Employer will assume all costs related to the functioning of the Committee, and agrees to provide information necessary to the Committee in order for it to fulfill its mandate.

5. Joint Health and Safety Committee

The Employer agrees to establish a working committee comprised of one representative of the National Health and Safety Department, one representative from each union (CSU/CSU National Office Component/COPE) and one representative of the National Secretary-Treasurer's office.

The purpose of this committee is to review provincial health and safety regulations and legislation in order to design a workable health and safety

committee structure and to establish minimum standards for health and safety issues affecting staff.

Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the Union shall make inspection at the request of either party of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Union and to the Employer on the nature and cause of the accident or injury. Furthermore, such representatives must be notified of any inspection and shall have the right to be present throughout the inspection. Time spent in all such activities shall be considered time worked.

The Union, the Joint Health and Safety Committee, and the representatives thereof, shall have full access to accident reports.

No employee shall be disciplined or discharged or suffer loss of pay for refusal to work on a job or in any work place or to operate any equipment where they have reasonable grounds to believe that it would present a danger to their health or safety to do so or where it would be contrary to applicable federal, provincial and municipal legislation or regulations.

No substance shall be introduced into the work-site that has not been thoroughly tested as to its potential health effects upon any person who is exposed to it. The Employer shall provide the members of the Health and Safety Committee with such documented evidence.

6. Joint LTD and Return to Work

The parties agree that a Joint Ad Hoc Committee composed of one (1) representative from CSU National Office Component, one (1) representative from COPE Local 491, one (1) representative from CSU and three (3) CUPE representatives review and make recommendations on work reintegration related issues and L.T.D. benefit-related issues, including the following:

- The completion/filing of L.T.D. claims;
- The reduction or cessation of benefits;
- Early intervention programs;
- L.T.D. advance payments including the recovery of advance payments where L.T.D. claims are not approved;
- Alternate methods to deal with income tax issues related to either the approval of L.T.D. benefits from Great West Life or the recovery of L.T.D. advances; and
- Work accommodation, work reintegration.

7. Workload Complaint Committee

At National Office and in each Region, a committee will be established consisting of two (2) members selected by the Union, the appropriate Regional Director, and a representative from the Human Resources Office, to investigate complaints submitted by employees related to workload issues. Upon completion of its investigation, the Committee will implement such appropriate remedy. However, where significant costs are involved, the Committee will forward a report outlining the appropriate recommendations to the National Secretary-Treasurer who shall respond within thirty (30) days. It is understood that the Committee will operate by consensus.

The parties recognize that the general question of workload has to be addressed on an ongoing basis in order to deal with the problems related to workload. The parties agree to establish a joint committee of two (2) members selected by the Union, and two (2) members selected by the Employer, to review workload issues and other related matters. The Workload Committee will be a sub-committee of the Labour-Management Committee, and members of the Committee shall suffer no loss of salary while carrying out their functions. In addition, the Employer shall be responsible for all other associated expenses as per the collective agreement. The Committee shall meet within thirty (30) calendar days upon the request of either party.

Workload issues shall be an ongoing concern of the Committee. The Committee shall refer unresolved matters and make recommendations to the Labour-Management Committee for resolve.

8. Joint Violence in the Workplace Committee

It is recognized that every employee has a right to a workplace that is safe and free from violence.

The parties agree that a Joint Ad Hoc Committee composed of two (2) representatives from CSU National Office Component, two (2) representatives from COPE Local 491, two (2) representatives from CSU and three (3) representatives from CUPE shall convene a meeting, within two (2) months of the ratification of the collective agreement, to begin work on developing a policy and procedures for dealing with Violence in the Workplace, for approval by the National Officers.

The parties further agree that implementation of the policy and procedures should be a primary responsibility of Regional/Local Joint Health & Safety Committees and that reports from these committees should form part of the standing agenda of National Labour Management meetings. This shall include results of risk assessments on violence in the workplace, which should be

conducted on an annual basis, except where specific events require other risk assessments, which information should also be forwarded to all other Regional Health & Safety Committees within CUPE across the country.

The parties further agree that subsequent to the Joint Ad Hoc Committees' completion of its mandate, there be an annual joint meeting, at the National level, to review and assess events/incidents, which may have occurred and the need for possible changes to the policy and/or procedures.

9. Labour Management and Grievance Committee

The committee shall consist of the Table Officers of the local union.

10. Reclassification Committee

Should a significant change to a position be demonstrated by the incumbent, a request for a classification review shall be submitted to a Joint Job Reclassification Committee comprised of two (2) representatives selected by the Union and two (2) representatives selected by the Employer. The Employer and the Union will mutually develop terms of reference for the functioning of the Committee and training of the members. The Job Reclassification Committee will jointly establish a job analysis procedure for rating positions using the CUPE Gender-Neutral Job Evaluation Plan.

Should the Job Reclassification Committee determine that there is sufficient change to a position that warrants reclassification, the position will be evaluated using the CUPE Gender-Neutral Job Evaluation Plan. Should the reclassification result in a new salary rate, the rate shall be paid retroactive to the date of the request for reclassification.

11. Sick Leave Bank Committee

The sick leave bank shall consist of one (1) day's sick leave per year to be contributed by each employee, and one (1) day per year to be contributed by the Employer on behalf of each employee.

The purpose of the sick leave bank is to assist employees who have exhausted their sick leave credits.

A committee to administer the Sick Leave Bank will consist of one (1) representative from the Employer and:

- (a) Two (2) from the Union at National Office in the case of requests from members in the regional and area offices;
- (b) Two (2) from the regional and/or area offices in the case of requests from members at National Office.

12. Women's Committee

Women's Committee consists of representatives from each COPE, CSU, and the Employer. COPE has voice but no vote on this Committee.

Note:

CONSTITUTION AND BYLAWS of the CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 491 – CANADA

2.08 Committee Appointments

Local Union committee appointments will be reviewed and renewed as necessary. If a member is interested in holding a particular committee position, he/she should notify the Executive by advising their Regional Vice President. The Executive will review the applications and make appointments for National Committees. Regional Committee appointments will be determined by the members in the region.