

ANNEX I

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

AND

**OFFICE AND PROFESSIONAL EMPLOYEES'
INTERNATIONAL UNION
LOCAL 491**

1994-1995

COLLECTIVE AGREEMENT

**THIS AGREEMENT MADE AND ENTERED INTO THIS 1ST
DAY OF JANUARY 1994**

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES,
OTTAWA, ONTARIO
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

AND

**OFFICE AND PROFESSIONAL EMPLOYEES'
INTERNATIONAL UNION,
AFL-CIO-CLC, LOCAL 491
(HEREINAFTER REFERRED TO AS THE "UNION")**

**NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE
PARTIES HERETO:**

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ARTICLE 1 - GENERAL PURPOSE

1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Canadian Union of Public Employees and its employees, to define clearly hours of work, rates of pay and conditions of employment, to provide for an amicable method of settling differences which may from time to time arise, to promote the mutual interest of the Employer and its employees, to promote and maintain such conditions of employment, which will set a pattern for employers of affiliates to the Employer.

1.02 Harassment

The Employer will ensure that the working environment is conducive to the performance of work and is such that employees are not harassed in carrying out their job responsibilities. Any employee so aggrieved will be empowered to register complaints respecting violation(s) of this policy as delineated in Appendix "G" of this Agreement and shall do so in complete confidence and without fear of reprisal, and failing settlement, the grievor has the right to pursue the grievance procedure up to and including arbitration.

ARTICLE 2 - UNION RECOGNITION**2.01 Definition of the Bargaining Unit**

- (a) This Agreement shall apply to all full-time and part-time employees of the Employer doing office and clerical work, hired for a period of fifteen (15) hours a week or more, whose duties fall within the classifications listed in Schedule "A", save and except the Human Resources Manager, and those employees covered by the Collective Agreements between the Employer and the Administrative and Technical Staff Union, Units "A" and "B", and the Canadian Staff Union.
- (b) Should the Union change its name, affiliate or merge with any other union, or group of unions, preferably within the CLC, the resulting entity shall retain all privileges and rights of the former unions, and the existing collective agreement shall remain in force.
- (c) No employee shall be required or permitted to make any written or verbal agreement with the Employer or his representatives which conflict with the terms of this Agreement.

2.02 Temporary Employees

- (a) Temporary employees are defined as employees hired to carry out short-term jobs which require them to work the standard six-hour day, thirty-hour week, but who cease to be employed when the specific job for which they were hired has been completed. Temporary employees kept beyond two (2) months of continuous service shall be considered to have completed their probationary period in case of permanent status, provided they have satisfactorily worked in the position for which they are hired, for a minimum of two (2) months. The Union shall be notified in writing within ten (10) working days of the hiring of a temporary employee if the duration of employment is expected to go beyond three (3) months, and any subsequent change in the position.
- (b) Temporary employees hired for six (6) months or less are covered by the terms of the Collective Agreement with the exception of Articles 7, 8, 13, 16, 19 and 20. Temporary employees, and the Union, will be notified at the time of hiring of the approximate length of their employment.

ARTICLE 2 - UNION RECOGNITION (cont'd)

- (c) Temporary employees who have worked at least three (3) consecutive months shall be given two (2) weeks' notice of lay-off or pay in lieu.
- (d) Employees hired for less than three (3) months shall be given one (1) week's notice of lay-off or pay in lieu.
- (e) Temporary employees who are on a leave of absence from another employer and who wish to remain on the benefit plans of that employer shall be reimbursed an amount equal to the premium costs involved, such costs not to exceed that of premiums paid by CUPE on behalf of its employees.
- (f) Any temporary employee hired prior to November 1st in any year will not be laid off during the Christmas/New Year's shut-down unless notified in writing, at the time of hiring, that his/her assignment would terminate prior to or on December 17th.

Temporary employees hired after November 1st and who are not terminated on or by December 17th shall receive the following holidays:

Christmas Eve Day
 Christmas Day
 Boxing Day
 New Year's Eve Day
 New Year's Day

2.03 Part-Time Employees

A part-time employee is one who is hired to work on a continuing basis less than the work week provided for in this Agreement. Part-time employees shall be included in all terms of this Agreement on a pro rata basis. Part-time employees, however, shall be covered by the Hospital and Medical provisions of this Agreement, provided there is not dual coverage.

2.04 Bargaining Unit

The Employer recognizes the Office and Professional Employees' International Union, Local 491, as the sole collective bargaining agent for all its employees as defined in Article 2.01.

ARTICLE 2 - UNION RECOGNITION (cont'd)**2.05 Work of the Bargaining Unit**

Persons who are not in the bargaining unit shall not perform work that should normally be performed by members of the bargaining unit, who are available and qualified to do the work.

2.06 Retention of Rights and Privileges

Should the Employer merge, amalgamate or combine any of its departmental operations or functions with another organization, the Employer, through whatever merger Agreement might be involved, agrees that all benefits and conditions of employment held by the employees shall be integrated and shall not be adversely affected.

2.07 Resolutions and Reports of National Executive Board

Copies of all changes in policies or rules and regulations adopted by the National Executive Board, which affect the members of the Union, are to be forwarded to the Union.

2.08 Notwithstanding anything else in this Agreement, in cases where an established local, regional, provincial or national union ("the predecessor union") merges, affiliates, amalgamates or joins with CUPE, and where such union has its own employees:

- (a) CUPE may hire such employees without having to go through the job posting procedure (Article 8.09), provided that the jobs they are hired for with CUPE are the same jobs they have been performing with the predecessor union (i.e. their own jobs);
- (b) Service/seniority of employees of the predecessor union hired by CUPE, whether under (a) above or otherwise, shall be considered as service/seniority with CUPE.

ARTICLE 3 - LABOUR-MANAGEMENT RELATIONS**3.01 Negotiating Committee**

The Employer will recognize a Negotiating Committee of up to five (5) members. No deductions shall be made from the salary of the employees for time spent in negotiations.

3.02 Labour-Management Committee

The Labour-Management Committee shall be established and shall enjoy the full support of both parties to this Agreement in the interests of maximum service to the employees and the Employer. The Committee will meet within six (6) weeks of a request from either party. Each party shall notify the other of their representatives on the Labour-Management Committee.

3.03 Technical Information

The Employer shall make available to the Union on request, information required by the Union, such as job descriptions, positions in the bargaining unit, job classifications, wage rates, pension and welfare plans.

3.04 Leave Without Loss of Pay for Union Activities

- (a) Employees acting as representatives of the Union shall not suffer any loss of pay or benefits in the following instances:
 - (i) Up to forty-five (45) days per year for attendance at conventions and conferences; representation on provincial boards, federations, labour councils or committees; and presidential responsibilities (which may be taken in one-hour increments with a tally provided to the Employer monthly). (Unit as a whole.)
 - (ii) In the case of arbitration, the grievor and a designated representative from the Union.
 - (iii) Up to thirty-nine (39) days per year for the purpose of attending union executive meetings. (Unit as a whole; maximum of three (3) days per person for a maximum of thirteen (13) persons.)
- (b) Representatives of the Union required to leave their employment temporarily in order to carry out Union business with the Employer shall suffer no loss of pay for the time so spent.

ARTICLE 4 - GRIEVANCE PROCEDURE

- 4.01(a) It is agreed that each grievance shall be reduced to writing at the outset and that all replies shall also be in writing. Grievance(s) must be filed in accordance with the following procedures within twenty-five (25) working days, or when the employee becomes aware of the occurrence. Otherwise they will not be accepted for processing.
- (b) The Union may file a grievance on behalf of one, a group, or all members within the same time period.
- (c) The Grievance Committee shall have the option of bringing the grievor to the grievance meeting.
- 4.02 The duly authorized representatives of both parties shall meet within twenty (20) working days on the request of either party to discuss any differences or disputes which may arise with regard to the meaning, interpretation, application or alleged violation of this Agreement. These representatives shall attempt to resolve such differences and the parties recognize that the exchange of information assists in achieving this goal.
- 4.03 Within twenty-five (25) working days following the meeting provided for above, and failing satisfactory settlement, the Union may submit the grievance to arbitration in the following manner.
- 4.04 At any stage of the grievance procedure, a meeting may be requested by the Union or the Employer with the National Secretary-Treasurer and National Representative of the Union to attempt a satisfactory settlement.
- 4.05 The grievance shall be submitted to an Arbitration Board consisting of three (3) members. First, one (1) shall be designated by each party. Then, the two (2) designated members shall mutually agree to the appointment of a chairperson from the list appended to this Collective Agreement as Appendix "R".

ARTICLE 4 - GRIEVANCE PROCEDURE (cont'd)

Both parties shall request the first name in rotation to act as an arbitrator. (If #1 was last chosen to act as arbitrator, then #2 will be asked first, and so on.) If unable to act within a reasonable time period (as considered by either party), then the next name will be requested to act, and so on until the list is exhausted. If all listed for the applicable province are unable to act, then the Employer and/or the Union shall request the Office of Arbitration of the appropriate province to appoint an arbitrator.

The arbitration hearing shall be held in the province where the grievance originated.

Where the parties agree, a single arbitrator shall be named by the parties.

The grievor has the right to an arbitration hearing in the official language of his or her preference. The cost of interpreter or simultaneous translation services if required, will be borne equally between the Employer and the Union.

- 4.06 Where an Arbitration Board finds that the Employer has violated the Agreement and such violation has resulted in loss of earnings for the employee or employees concerned, such Arbitration Board shall have the right to direct compensation of such employee or employees to the extent that is fair and equitable.
- 4.07 The Arbitration Board shall not have the jurisdiction to alter or change any of the provisions of this Agreement.
- 4.08 No grievance shall be defeated by any formal or technical objection.
- 4.09 **Supplementary Agreements**
Supplementary agreements, if any, upon ratification by both parties to this Agreement shall form part of this Agreement and are subject to the grievance and arbitration procedure.
- 4.10 Whenever time limitations are provided in this Article, such limitations may be extended by the agreement of the parties or the arbitrator.

ARTICLE 5 - UNION SECURITY

5.01 For the duration of this Agreement, all employees of the Employer shall be required to be and remain members of the Union in good standing, as a term and condition of continued employment. All new employees who shall be hired after the execution of this Agreement shall, immediately upon their hiring, make application for membership in the Union, shall join the Union and shall thereafter be required to remain members of the Union in good standing as a term and condition of continued employment. The initiation fee and the union dues shall be deducted commencing the first pay period.

5.02 **New Employees**

All new employees will be introduced to a Union Officer or designate, for the purpose of acquainting them with the Union. The Union Officer or designate shall be given an opportunity to meet with the new employee during regular working hours without loss of pay, for a maximum of thirty (30) minutes.

The Union shall be notified in writing within ten (10) working days of the hiring of any new employee, temporary or permanent, with copies of the correspondence to the Union.

5.03 **Copies of Agreement**

On commencing employment, the Union Officer or designate shall provide all new employees with a copy of the Collective Agreement.

5.04 **Union Bulletin Boards**

The Employer shall provide bulletin boards for the exclusive use of the Union in all offices where two (2) or more employees are working. The Employer shall not interfere with the material posted by or on behalf of the Union on such bulletin boards.

ARTICLE 6 - CHECK-OFF

- 6.01 Upon receipt of authorization as required by law, the Employer agrees to deduct the amount authorized as union fees, dues and assessments, from each pay, and transmit the monies as collected to the Treasurer of the Union within seven (7) days of each pay period, together with a list of employees for whom deductions were made. (See Appendix "C".)

ARTICLE 7 - SENIORITY

7.01 Seniority is defined as the length of service with the Employer in the CSU, ATSU "A" and "B" and OPEIU Local 491 bargaining units. Seniority shall be a major factor in determining preference and priority for promotions, transfers, layoffs, recall and demotion. Service with either the National Union of Public Employees or the National Union of Public Service Employees or as per Article 2.08(b) of this Agreement, shall be counted as service with the Canadian Union of Public Employees.

7.02 **Probationary Period**

All new employees will be considered on a probationary period for the first sixty (60) days of their employment. If retained after the probationary period, an employee becomes a member of the regular working staff with full seniority status, dating from the first day of employment. However, in the case of an employee hired subsequent to a vacancy created by the transfer of an employee outside of the bargaining unit, such transferred employee may exercise his/her right to return to the bargaining unit as specified in Article 7.08. The former employee may be terminated regardless of the fact that he/she may have completed his/her sixty (60) days probationary period.

7.03 **Seniority List**

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced with the Employer. An up-to-date seniority list shall be sent to all employees for their information each year.

7.04 **Notice of Lay-Off**

The Employer will notify the Union and the employee at least forty-five (45) days in advance of any impending lay-off, and/or abolition of a position, except where employees are hired to work on special campaigns or assignments of limited duration. If the employee laid off has not had the opportunity to work forty-five (45) days after notice of lay-off, he/she shall be paid in lieu of work for that part of the forty-five (45) day period during which work was not available.

ARTICLE 7 - SENIORITY (cont'd)

7.05 Should the working staff be reduced, or should a job be abolished, lay-offs will be made on the basis of seniority and with regard to special qualifications, those with the least seniority being laid off first.

Employees affected may use their seniority to displace a less senior employee in the same classification or in a lower classification, providing they can perform the normal requirements of the position. Displaced employees will, in turn, have the same right to use their seniority for the same purpose.

It is understood however in regard to the bumping rights referred to above, an employee in order to qualify for moving expenses must be obliged to bump outside of his/her locality. It is further understood, that moving expenses will only be paid to a maximum of four (4) employees in each case of lay-off. Should further bumping occur, this will be done at the expense of the employee.

In the event of a lay-off where an area office has permanently or temporarily closed and the employee exercises his/her bumping rights, said employee shall have the first opportunity for the vacancy in his/her original area office if and when said office is reopened.

Permanent employees with two (2) years' or more of seniority at the time of issuance of a notice of lay-off by the Employer will not be laid off. In the event of lay-offs, temporary and term employees will be laid off prior to any permanent employees.

7.06 **Loss of Seniority**

Employees shall not lose seniority if they are absent from work because of sickness, long-term disability, accident, lay-off, or leave of absence approved by the Employer.

Employees shall only lose their seniority in the event that they:

- (a) are discharged for just cause and are not reinstated;

ARTICLE 7 - SENIORITY (cont'd)

- (b) resign in writing and do not withdraw within forty-eight (48) hours;
- (c) fail to return to work within fifteen (15) calendar days following lay-off and after being notified by registered mail to do so, unless through sickness or other reasonable grounds. It shall be the responsibility of the employee to keep the Employer informed of his/her current address;
- (d) are laid off for a period longer than three (3) years.

7.07 Confirmation of Status

Upon completion of a probationary period, an employee will receive confirmation of his/her permanent status in writing from the Employer with a copy to the Shop Steward.

7.08 Transfers Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. In the case where an employee is transferred outside the bargaining unit and he/she returns within six (6) months to the bargaining unit, he/she shall be placed in his/her original job.

ARTICLE 8 - STAFF CHANGES AND PROMOTIONS

- 8.01(a) In cases of promotions or transfers, seniority shall prevail provided the employee(s) can fill the normal requirements of the position. Promotion is hereby defined as a move from a lower classification to a higher classification.

Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service. Provided, however, the parties agree that promotions/ appointments to positions of Executive Assistant to a National Officer (which positions fall within the ATSU "B" unit) shall be governed by the Article in the CUPE/ATSU "B" Collective Agreement covering promotions.

When the successful applicant is an internal applicant, the appointment shall be made within thirty (30) days of the closing of the posting. Where the Employer finds that it is not possible to make the appointment within thirty (30) days, they will consult with the Union.

It is understood that, with respect to positions covered by the CSU Collective Agreement, members of this bargaining unit shall be subject to the provisions of Article 11.08 of that agreement.

(b) Executive Assistant Appointments

- (i) The parties to this Agreement agree that the National Officers have the right to appoint their respective Executive Assistants who shall serve in these positions at the discretion of the respective National Officer, notwithstanding the provisions regarding seniority, promotion and staff changes, lay-off and recall, including transfers outside the bargaining unit (OPEIU), and term employees (ATSU "A" and "B").
- (ii) An employee appointed as an Executive Assistant from within the service of the Employer may bid for any posted position at any time, or may return to the last permanent position held, or may be returned to the last permanent position held at the discretion of the respective National Officer, and at the rate of pay for the position the employee is returned to.

ARTICLE 8 - STAFF CHANGES AND PROMOTIONS (cont'd)

In the event that an incumbent in an Executive Assistant position returns to the last position held, any other employees temporarily promoted or transferred because of the rearranging of the positions will also be returned to their previous permanent positions, and their salary will be adjusted to the appropriate increment in the former position.

- (iii) An employee appointed as an Executive Assistant from within the service of the Employer shall continue to accumulate seniority, and may bid for vacant positions or may bump in a lay-off, consistent with the seniority.
- (iv) A person appointed as an Executive Assistant from outside the service of the Employer shall accumulate seniority, which may be used only for the purpose of bidding for a posted vacancy for a period up to three (3) years following the termination of their appointment.

The provisions of Article 9.07 of the ATSU "B" collective agreement do not apply.

- 8.02(a) A lack of working knowledge of a second language should not bar an otherwise qualified applicant where such applicant shows willingness and demonstrates an ability on an objective basis to learn the second language. Such applicant must also agree that he/she will demonstrate a working knowledge of the second language within twenty-four (24) months if appointed. The Employer and such applicant, if appointed, shall establish an education program to achieve this end, which may include evening courses, tutoring, as well as paid leave(s) of absence. If the working knowledge is not achieved by the end of the 24-month period, or if the employee finds himself/herself unable to attain the working knowledge, he/she shall be returned to his/her former position without loss of seniority, and his/her salary will be adjusted to the appropriate increment in his/her former position. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and his/her salary will be adjusted to the appropriate increment in his/her former position.
- (b) Lack of experience or knowledge with specific computer software will not bar an otherwise qualified employee from being considered for the position.

ARTICLE 8 - STAFF CHANGES AND PROMOTIONS (cont'd)**8.03 Recall Procedure**

In re-hiring, employees will be re-employed in the inverse order of their lay-off; that is, the first to be re-employed will be those employees with the greatest seniority provided they are qualified to perform the work available.

The Employer shall notify the employee of recall to work by registered mail to the last known address on file with the Employer. The employee must contact the Employer within five (5) working days of the date of receipt of the letter.

If the employee is re-engaged within a period of six (6) months, that employee continues to accumulate his/her seniority.

8.04 Trial Period

The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, such trial promotion or transfer shall become permanent after the period of two (2) months. In the event the senior applicant proves unsatisfactory in the position during the aforementioned trial period, or if he/she decides to return to his/her former position, he/she shall be returned to his/her former position without loss of seniority, and his/her salary will be adjusted to the appropriate increment in his/her former position.

8.05 Any other employee promoted or transferred because of the rearrangement of positions as provided for in Article 8.04 shall also be returned to his/her former position without loss of seniority, and his/her salary will be adjusted to the appropriate increment in his/her former position.

8.06 Should there be any significant change in any classification covered by this Agreement, the rate of pay shall be subject to joint consultation between the Employer and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to the grievance procedure and arbitration. The new rate shall become retroactive to the time the position or significant increase in volume of work or responsibility was assumed by the employee. The above will come into effect when both parties mutually agree to job descriptions.

ARTICLE 8 - STAFF CHANGES AND PROMOTIONS (cont'd)**8.07 Relieving Pay**

When an employee is assigned to relieve in a classification higher than his/her own, the employee shall receive an additional 8% of his/her own rate but not to exceed the maximum of the higher classification. Written confirmation of approval for relieving pay will be issued to the employee by the Employer prior to commencement of the relief assignment.

- 8.08** Where new classifications are created or current positions reclassified, the Employer shall advise the Union in writing at least sixty (60) days in advance of the creation or reclassification of the position, of the nature of the position(s), the conditions of employment and the proposed wage rate. In the event that the Union disagrees with the proposed conditions of employment or wage rate, the Union will notify the Employer in writing of the nature of this disagreement and the conditions of employment and wage rate for the position shall be subject to negotiations between the parties.

If the parties are unable to negotiate the conditions of employment and wage rate for the position(s) in question within thirty (30) days of the original notice for the Employer, either party may refer the dispute to arbitration.

The arbitrator shall have the authority to set the conditions of employment and wage rate for the position in question and to order compensation for any person or persons who may be affected.

8.09 Job Postings

- (a) When a vacancy occurs or a new position is created, in this bargaining unit or within ATSU, Units "A" and "B", and the CSU, the Employer shall circulate a copy to each office for posting, and a copy to all employees on leave at their normal place of residence, for a minimum of two (2) weeks in order that all members will know of the position and be able to make application therefor. Such applications will be acknowledged. No outside advertisement for additional employees will be made until after the closing date of the posting.

If the location of a posted position is subsequently changed before an appointment to the position has been made, the posting will be withdrawn and a revised posting will be issued.

ARTICLE 8 - STAFF CHANGES AND PROMOTIONS (cont'd)

- (b) If an OPEIU applicant is appointed to an ATSU "A" or "B" or CSU position and if within the six (6) month probationary period the applicant desires or does not qualify, he/she shall be returned to his/her former position and his/her salary will be adjusted to the appropriate increment in his/her former position. Any other employee promoted or transferred within the bargaining unit because of the re-arrangement of positions shall also be returned to his/her former position and his/her salary will be adjusted to the appropriate increment in his/her former position.
- (c) When a temporary vacancy occurs in a permanent position within this bargaining unit, and is not filled by a member of this bargaining unit on a "relieving pay" basis, the Employer undertakes that it will always give first consideration to employees who work at the same location, in order of seniority. (By January 31 of each year, employees interested in being considered for such re-assignment during that year will notify the employer in writing.)
- (d) When the Employer can reasonably expect a newly created temporary position within the CSU or ATSU bargaining unit to last longer than twelve (12) months, the Employer will temporarily fill the vacancy through the posting procedure. Temporary vacancies in the CSU or ATSU bargaining unit, which the Employer can reasonably expect to last longer than twelve (12) months due to sick leave or other authorized leave of absence, will also be filled temporarily through the posting procedure.

In the event the said vacancy is temporarily filled by an existing employee through the posting procedure, the Employer is not responsible for said employee's moving costs and is responsible for his/her accommodation costs only to the following extent:

- (i) For the first thirty (30) days, payment of 100% of hotel room, single occupancy, plus payment of the in-town meal allowance.
- (ii) For the next thirty (30) days, payment of 50% of hotel room, single occupancy, plus payment of the in-town meal allowance.
- (iii) For the next thirty (30) days, a living-out allowance of one hundred dollars (\$100.00) per week will be reimbursed to the employee, plus payment of the in-town meal allowance.

ARTICLE 8 - STAFF CHANGES AND PROMOTIONS (cont'd)

- (iv) In the event that the employee decides to take up temporary accommodation other than a hotel room within the first sixty (60) days (i.e. an apartment or a commercial rooming arrangement), the employee will be reimbursed a proportionate amount of rent or lodging costs for the remainder of those sixty (60) days. For example, if an employee moves into an apartment at the 45 day mark, 50% of one-half of the first month's rent or lodging costs will be reimbursed.

and the subsequent temporary vacancy thus created will not be subject to the posting procedure.

In cases where a temporary vacancy is being filled through the posting procedure, the Employer may nevertheless fill it without recourse to the procedure while the procedure is being carried out.

- (e) When the Employer can reasonably expect a newly-created temporary position within the bargaining unit to last longer than twelve (12) months, the Employer will temporarily fill the vacancy through the posting procedure. Temporary vacancies in the bargaining unit, which the Employer can reasonably expect to last longer than twelve (12) months due to sick leave or other authorized leave of absence, will also be filled temporarily through the posting procedure.

In cases where a temporary vacancy is being filled through the posting procedure, the Employer may nevertheless fill it without recourse to the procedure while the procedure is being carried out.

- (f) When opportunities for temporary assignments and/or temporary vacancies arise in the bargaining unit, within the regions, which can reasonably be expected to go beyond three (3) months (but that do not fall under Article 8.09(e) of the collective agreement), the Employer will make every reasonable effort to inform staff within the region of such opportunities, by circulating notice within the offices in the region, outlining the details of the assignment. Similarly, notices will be circulated within National Office for National Office staff.

Within the regions, staff will be required to make their interest in available opportunities known to the regional director in writing, and any resulting reassignment will be determined at the discretion of the Employer taking into consideration seniority, interests, qualifications, operational needs, costs.

ARTICLE 8 - STAFF CHANGES AND PROMOTIONS (cont'd)

Staff within National Office will be required to make their interest in such opportunities known to the National Secretary-Treasurer and any resulting reassignments will be determined at the discretion of the Employer taking into consideration seniority, interests, qualifications, departmental needs, costs.

8.10 At the time of issuance of a job posting for a permanent position, temporary employees shall be credited with seniority equal to all the time worked during the previous 24-month period for the purposes of appointment or promotion to that position, and for purposes of satisfying the probationary period when the work involved during the temporary period is directly related to the permanent position filled.

8.11 In the event that a person applies for and receives a lateral transfer, such person shall be restricted from another lateral transfer move within the same city for a period of two (2) years.

8.12 **Moving Expenses**

Any employee moved at the request of the Employer, as the result of a promotion, or under the terms of Article 7.05, shall be paid full moving expenses by the Employer.

The present moving expenses policy shall become and form part of this Agreement.

8.13 **Technological Change**

(a) **Objectives**

- (i) The Employer accepts that the introduction of new forms of technology into the workplace can be beneficial both for the Employer and for its employees, provided the conditions under which that technology is introduced are correctly regulated.

We accept that the evaluation of new technology must be based not only on its technical and economic effects but also on its social effects on employees.

ARTICLE 8 - STAFF CHANGES AND PROMOTIONS (cont'd)

(ii) The objective of this Article is to provide protection of employment, opportunity for input, and adequate advance notice of the introduction of new technology so as to maximize the benefits to both parties while avoiding or minimizing possible negative implications.

(b) One (1) official representative of the Union shall sit as a member of the present Technology Study Committee in order to have direct input into its studies and recommendations.

(c) Definitions

Technological change means any change in:

- i) electronic data processing equipment or computer equipment;
- (ii) introduction of new software including upgrades to existing software or application programs.

(d) Advance Notice

When the Employer is considering the introduction of technological change:

The Employer agrees to notify the Union and the employees as far as possible in advance of their intentions and to update the information provided as new developments arise and modifications are made, including a description of any project it intends to carry out.

(e) Commitment to Consult

The Employer commits itself to the principle of consulting with the employees on all matters relating to the introduction of new technology as laid down in this Collective Agreement including the choice of equipment, the method and speed of its introduction, and the method of work organization to be used with it. They also agree to consult on all matters affecting the employment and conditions of work of the employees affected by it, including significant changes to the physical work area.

(f) Guaranteed Employment

No regular employee shall be dismissed or have his/her regular hours reduced by the Employer because of a technological change.

ARTICLE 8 - STAFF CHANGES AND PROMOTIONS (cont'd)**(g) Income Protection**

An employee whose job is changed or who is displaced from his/her job by virtue of technological change will suffer no reduction in basic earnings.

(h) Transfer Arrangements

An employee who is rendered redundant or displaced from his/her job as a result of technological change shall be given an opportunity to fill any bargaining unit vacancy for which he/she has seniority and which he/she is able to perform. If there is no such vacancy, he/she shall have the right to displace employees with less seniority, provided he/she is able to perform the job.

(i) Job Content, Skills and Qualifications

The overall level of skills and qualifications necessary to carry out the jobs covered by the Agreement will not deteriorate as a result of the introduction of technological change.

(j) No New Employees

No additional employees shall be hired by the Employer until employees who need training to retain their employment or employees on lay-off, have been notified of the proposed technological or other change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

(k) Training

(i) Training shall be provided during the hours of work, wherever possible.

(ii) If training due to technological change occurs outside of working hours it shall be considered time worked.

(iii) There shall be no reduction in wage or salary rates during the training period.

(iv) All employees associated with the new system will be given sufficient training in the broad principles of the system and the purpose of their own task in relation to the system as a whole.

ARTICLE 8 - STAFF CHANGES AND PROMOTIONS (cont'd)**(l) No Individual Work Measurement**

It is recognized that volume measurement may be necessary to obtain an objective evaluation of the level of production of a group, a section or an office. However, there shall be no discriminatory singling-out of individuals for work measurement.

8.14 Position Security

If an employee's position is reclassified, that employee shall be given preference for the new position. Should the employee refuse the position, then seniority shall prevail among the other applicants, in accordance with Article 8.01. Such employee will be allowed a training period in accordance with the Article dealing with Technological Change.

8.15 If all applicants within the bargaining unit who applied for a position within or outside of the bargaining unit were unsuccessful, the Employer agrees to notify them in writing, within twenty (20) working days following the interview and/or test given to the last internal applicant. If an internal applicant has been chosen, the Employer agrees to notify all other internal applicants and the Union at least forty-eight (48) hours before such position is occupied. In both cases such notice shall indicate the reason why the unsuccessful applicants were not selected to fill the position and also the name of the successful applicant.

8.16 The National Vice-President shall be notified in writing by Management forty-eight (48) hours prior to every appointment and, within one (1) week for National Office and two (2) weeks for Regional and Area Offices, of every resignation or dismissal to or from any position within the bargaining unit.

8.17 The Employer agrees to implement a procedure to eliminate the use of Office Overload or like organizations wherever possible, by establishing a bank of former employees or union members to be used in filling extra work needs or temporary vacancies.

ARTICLE 8 - STAFF CHANGES AND PROMOTIONS (cont'd)

- 8.18 In cases of downgrading because of the addition of employees to "one clerical area offices" or for any other reason, the affected employee's salary will be red-circled until such time as the rate of the position surpasses the employee's rate.
- 8.19 If an employee requests information on qualifications for any position at CUPE, the Employer will furnish the employee with the last issued job posting for that position; also, upon request, the Director of the Department within which the position falls, will provide additional relevant advice to the employee regarding the position's academic and experiential requirements.

ARTICLE 9 - DISCHARGES, SUSPENSION AND DISCIPLINE

9.01 Discipline or Discharge

- (a) The Union recognizes the right of the Employer to discharge or otherwise discipline employees for just cause. Employees who are subjected to any form of discipline shall have recourse to the grievance procedure.

There shall be no deduction of salary or benefits from an employee suspended for five (5) days or less on a first occasion until such time as any grievance arising from the suspension has been resolved.

- (b) The Employer affirms his/her commitment to the principle of progressive discipline and agrees that except in cases of extreme misconduct, discipline will proceed in stages, e.g. verbal warning, written warning, suspension(s), discharge, as appropriate. It is further understood that transfers will not be made for disciplinary purposes.

- 9.02(a) When any person or group of persons make written slanderous or derogatory statements pertaining to any member of the Office and Professional Employees' International Union, Local 491, the National Officers shall immediately forward to the employee concerned, and the Union, in writing, a copy of such statements and their source, and shall advise if an investigation will be conducted. In the event the Employer initiates a disciplinary action, the employee shall be notified in writing by the Employer, with full disclosure of the reasons, grounds for action and/or penalty, with a copy to the Secretary of the Union.

- (b) Any verbal complaint from a CUPE member(s) which will give rise to any disciplinary action against an employee must be put in writing by the complainant before any such disciplinary action is undertaken.
- (c) Any employee appearing before the Employer or Employer representative as a witness in an investigation may choose to be accompanied by a representative of the Union.

9.03 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended, discharged or disciplined, such employee shall be immediately reinstated in his/her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his/her normal earnings, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the arbitrator if the matter is referred to such arbitrator.

ARTICLE 9 - DISCHARGES, SUSPENSION AND DISCIPLINE (cont'd)

- 9.04 No adverse report of any kind shall be placed in the file of an employee unless a copy of the report is sent to the employee.
- 9.05 The Employer agrees that wherever possible employees and the Union shall be notified at least one (1) full working day in advance of any interview of a disciplinary nature and to indicate:
- (a) the employee's right to be accompanied by a Union representative;
 - (b) the purpose of the meeting, including whether it involves the employee's personnel record;
 - (c) that if the employee's personnel record is to be considered during the interview, the employee and/or the Union representative shall have access before the meeting to the file in accordance with Article 9.06.
- 9.06 An employee's record will be automatically cleared of disciplinary measures after one (1) year. An employee has the right to examine his/her personnel record and copy any part thereof upon request provided a duly authorized representative of the Employer is present. A Shop Steward may examine the record on behalf of an employee provided he/she has written authorization from that employee to do so and provided a duly authorized representative of the Employer is present.
- 9.07 Any employee discharged for cause shall be eligible for all his/her unused vacation entitlements.

ARTICLE 10 - NOTICE OF RESIGNATION

10.01 Any permanent employee who voluntarily leaves the service of the Employer and, having given at least two (2) weeks' notice of his/her intention to leave, shall be entitled to receive from the Employer all accrued benefits, including vacation pay, etc.

ARTICLE 11 - WAGES AND ALLOWANCES

11.01 All employees shall be paid in accordance with the attached Schedule "A" which is part of this Agreement. For annual increment purposes the anniversary date of an employee shall be the hiring date. In all cases of promotion the employee shall receive the wage of the higher classification in accordance with years of service.

11.02 **Direct Deposit Payroll**

The Employer will endeavour to implement a direct deposit payroll system during the term of the collective agreement. When such a system is implemented, it is understood that all new permanent employees will be paid by way of the direct deposit payroll system. It is further understood that all current permanent employees will have the option of participating in the direct deposit payroll system.

11.03 Upon an employee's request, payroll deductions will be made for Canada Savings Bonds.

11.04 **Special Qualifications**

The salary for employees with special qualifications who merit a salary above the minimum rate of pay shall be mutually agreed upon between the Employer and the Union.

11.05 **Pay Days**

All employees shall be paid on a bi-weekly basis on alternate Thursdays. If a statutory holiday falls on a Thursday which is designated as a pay day, the pay day shall be the preceding day. Overpayments that may occur will not be deducted from an employee's pay cheques until the employee has been consulted.

Upon implementation of computerization the Employer will make every effort to provide each employee with an itemized statement and explanation of his/her wages, overtime, and any other supplementary pay and deduction on each pay day.

ARTICLE 11 - WAGES AND ALLOWANCES (cont'd)**11.06 Overtime Meal and Transportation Allowances**

- (a) An employee, if required to work overtime two (2) hours or more before or after scheduled hours, shall be given a meal allowance of \$6.00 and up to \$10.00 for transportation with a receipt. If an employee is required to work after midnight he/she shall be given an additional meal allowance of \$6.00.
- (b) An employee, if required to work overtime four (4) hours or more on a Saturday, Sunday or statutory holiday, shall be given a meal allowance of \$6.00.

11.07 Child Care Costs

An employee working overtime which involves additional babysitter costs will be reimbursed \$3.00 per hour per child to help defray such additional expenses.

11.08 Expense Allowance

- (a) An employee requested to work out of town shall be paid incidental expenses of \$57.00, exclusive of hotel costs.
- (b) \$57.00 incidental expenses will only be paid when the employee submits a hotel receipt for overnight stay, or an appropriate explanation is given outlining the accommodation acquired in lieu of hotel accommodation, or if the employee leaves town in the morning and does not return until midnight or later, in which case such information will be contained on the statement of expenses.
- (c) An employee requested to work a full day at special functions outside the employee's regular place of employment, or who attends day-long seminars or educational courses away from the work location, shall be paid a per diem allowance of \$17.00 with prior approval.
- (d) Travel costs will be paid subject to the mode of transportation first having been agreed to by the Employer. There shall be a mileage allowance of 30 cents per kilometre which is to be indexed, paid to employees requested to use their automobile; said allowance to cover all expenses incurred, e.g. gasoline. In town travel costs shall be paid to cover the distance from the place of employment to the location of the special function.

ARTICLE 11 - WAGES AND ALLOWANCES (cont'd)**(e) In-Town Hotel**

Employees assigned to coordination duties for CUPE National conventions or conferences held in the employee's home-base location, shall be entitled to hotel accommodation for any days they are required to work extended hours.

- (f) An employee requested to travel outside normal hours on behalf of the Employer will receive payment of wages at straight time for travelling or taken as time off at straight time at a time mutually agreed to.

11.09 Cost-of-Living Bonus

Salaries will be increased or decreased by \$3.67 per week for each point or major portion thereof. A review for this purpose shall be made at six (6) month intervals as of the date the contract takes effect. In no case will salaries be reduced below the contract rate. The base cost-of-living index figures will be the Statistics Canada figure for January 1st, 1986. A buffer of seven (7) per cent shall apply beyond the figure published for the month of December 1993; namely 131.3 (1986 base = 100). Reaccumulation of \$3.67 per week for each point or major portion thereof shall recommence at 140.5. A further buffer of seven (7) per cent shall apply beyond the figure published for the month of December 1994.

11.10 Transportation Allowance/Parking

All employees not using employer-provided parking shall receive a monthly transportation allowance equal to the current rate charged for express bus fare in the City of Ottawa.

11.11 Bilingual Bonus

- (a) A seven (7) per cent bilingual bonus will be paid to those employees who, in the performance of their duties, are required to use the second official language 25% of their time.
- (b) All persons in bilingual positions in the bargaining unit as at January 1, 1978 will not be adversely affected by the implementation of the 25% guideline.

ARTICLE 11 - WAGES AND ALLOWANCES (cont'd)

11.12 Retroactive Pay for Terminated Employees

An employee who has retired or severed his/her employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages, salaries or other benefits.

ARTICLE 12 - HOURS OF WORK**12.01 Regular Weekly Hours**

The regular working week shall consist of thirty (30) hours for the office and clerical staff divided into five (5) days from Monday to Friday inclusive.

In locations where there is more than one (1) employee, the Employer will allow a schedule to be established which will allow for every second Friday afternoon off.

In one-clerical employee offices, the Employer will allow for summer hours to be established from the first Monday in June to the last Friday in September, with 8:00 a.m. to 3:00 p.m., 8:30 a.m. to 3:30 p.m. and 9:00 a.m. to 4:00 p.m. schedules permitted upon agreement between employee and Employer.

12.02 Regular Daily Hours

The regular working day shall consist of six (6) hours, between 9:00 a.m. and 5:00 p.m. for the office and clerical staff.

However, where agreement can be reached locally between the employee and the Employer, such a schedule can be changed. The Union will then be notified in writing. (A possible example would be a mutually beneficial scheduling arrangement whereby an employee would be able to attend a post-secondary course for up to three (3) hours per week.)

12.03 Overtime

All hours worked in excess of the regular working day shall be considered as overtime and shall be paid for at the rate of time and one-half the employee's regular rate of pay up to three (3) hours. After three (3) hours, double the employee's regular rate of pay. For computing an hourly rate on which overtime will be paid, the wage rate in Schedule "A" of this Agreement shall be divided by thirty (30).

For purposes of calculating overtime, paid leave provided by this Agreement shall be considered part of the regular scheduled working day.

ARTICLE 12 - HOURS OF WORK (cont'd)

Employees choosing to take time off in lieu of overtime worked shall receive time off at the applicable overtime rate, at a time mutually agreed to between the employee and the Employer. In no case shall overtime be accumulated beyond twelve (12) months. At that time, if agreement cannot be reached for lieu time off, payment will be made at the rate applicable at the time the overtime was worked.

12.04 All work done on Saturdays, Sundays, Statutory Holidays and Vacation time shall be paid for at the rate of double time. In addition, the overtime hours so worked on Statutory Holidays or Vacation time shall be rescheduled as time off with pay at a later date mutually agreed between the Employer and the employee.

12.05 **Call-Back Pay**

Any employee who has completed his/her regular day's work and has left the office and is then called into work shall be guaranteed at least three (3) hours' work at the applicable overtime rate in addition to which he/she shall also be paid his/her transportation.

12.06 **Authorization of Overtime**

Overtime will not be recognized unless such overtime work performed has first been properly authorized.

12.07 **Overtime Rates for Part-Time Employees**

Part-time employees working less than six (6) hours per day, and who are required to work longer than their regular working day, shall be paid at the rate of straight time for the hours so worked, up to and including six (6) hours in the working day. Regular overtime rates shall apply after six (6) hours in the working day, and for all work performed on holidays and regular days off.

12.08 **Sharing of Overtime**

Overtime and call-back time shall be divided equally among the employees who are willing and qualified to perform the work that is available.

ARTICLE 12 - HOURS OF WORK (cont'd)

12.09 Employees shall be permitted to have coffee at their desks morning and afternoon.

ARTICLE 13 - VACATIONS**13.01 Vacations**

- (a) Employees shall be entitled to vacations in accordance with length of service to become due on the anniversary date of the employee as follows:

Less than 1 year of service - 1 2/3 days per month

4 weeks vacation after 1 year

5 weeks vacation after 5 years

6 weeks vacation after 10 years

7 weeks vacation after 15 years

8 weeks vacation after 20 years

9 weeks vacation after 25 years

- (b) Employees with less than one (1) year's service shall be entitled to take earned vacation, provided they have satisfactorily completed their probationary period. Such requests shall not be unjustly denied by the Employer.

13.02 Vacation Bonus

In addition to pay for the above, there shall be an additional payment of \$200.00 for every week of vacation entitlement to be known as vacation bonus. The employee will have the choice of receiving his/her bonus either on his/her anniversary date or the first pay period in June of each year. The employee shall make his/her choice known to the Employer no later than April 30, in any given year. Effective January 1, 1993, the vacation bonus payments will to be included as a pensionable earning.

13.03 Holidays During Vacation

If a holiday or holidays fall within the vacation period assigned to or chosen by an employee, he/she shall, in addition to his/her regular vacation pay, also receive an extra day's vacation in lieu of each holiday.

ARTICLE 13 - VACATIONS (cont'd)**13.04 Illness or Bereavement During Vacation**

Where it can be established by the employee through a doctor's certificate that an illness or accident occurred, of more than three (3) days duration, or where an employee qualifies for bereavement or any other approved leave during the vacation, there shall be no deduction from vacation credits for such absences. The period of vacation so displaced shall either be added to the vacation or reinstated for use at a later date, at the employee's option, as mutually agreed.

13.05 Employees with one (1) or more year's service may borrow up to two (2) weeks on vacation not yet earned. If the employee terminates employment before sufficient credits have been earned the amount will be deducted from any earnings owing the employee upon termination. Such vacation shall not be taken as casual leave.

13.06 Vacation Pay on Termination

If an employee leaves the employ of the Canadian Union at any time in his/her holiday year before he/she has had his/her holiday, he/she shall be entitled to payment of salary in lieu of holiday on a pro rata basis.

13.07 Casual Leave

Employees entitled to fifteen (15) or more working days of vacation in any vacation year may take seven (7) of such days as casual leave, provided adequate notice has been given and the work requirements are such that it is practicable to do so.

13.08 Employees shall be granted their vacation in consecutive weeks when requested.

ARTICLE 13 - VACATIONS (cont'd)**13.09 Vacation Use and Accumulation**

Long recognized is the fact that vacation should be taken as earned, so that a person can, through rest and relaxation away from the stress of the work site, re-establish an improved health and mental attitude. In order to clearly establish this principle as being a necessary approach to assure equal and uniform treatment for all employees, the following procedures now must be followed:

- (a) All employees must, each year, schedule and take their vacation entitlement. The timing of vacation to be determined following full consultation with the Employer.
- (b) Vacation entitlement may be carried over only when written permission is requested and allowed by the Employer and should be allowed only under extreme circumstances.
- (c) Where vacation has been accumulated, steps should be taken to reduce such by the taking of a reasonable portion of such, in addition to an employee's annual vacation credits, with the goal being to eliminate the vacation accumulation, (e.g. one (1) week of accumulation to be taken in addition to earned credits). However, employees shall be allowed to retain a "balance" or "float" of a maximum of three (3) weeks accumulation.

13.10 Preference in Vacations

Every effort will be made, subject to the re-quirements of the operation, to allow employees to take earned vacation at a time of their choice. Seniority shall be the deciding factor for employees wishing to take earned vacation providing the leave form is submitted before March 1st of each year for vacation leave between the following May 1st and October 31st, and providing the leave form is submitted before September 1st for vacation leave between the following November 1st and April 30th.

- 13.11 For the purpose of computing vacation entitlements, an employee who commences employment during the period from the 1st to the 15th of the month will receive credit for that month's service. Employees commencing employment from the 16th to the end of the month will be considered as commencing their service, for vacation purposes, on the first day of the following month.

ARTICLE 13 - VACATIONS (cont'd)

- 13.12 No employee shall accumulate vacation credits or vacation bonus beyond a period of twelve (12) months when on long-term disability.

- 13.13 When the appropriate supervisor makes it mandatory for an employee to cancel vacation, cancellation costs thus incurred shall be reimbursed by the Employer upon submission of receipts.

ARTICLE 14 - STATUTORY HOLIDAYS**14.01 List of Holidays**

- (a) Employees shall be given the following holidays without deduction of pay:

New Year's Day
January 2nd (Quebec only)
Heritage Day (except Quebec)
Good Friday
Easter Monday
May Day (Quebec only)
Queen's Birthday
St. Jean Baptiste Day (Quebec only)
Canada Day
Civic Holiday (except Quebec)
Labour Day
Thanksgiving Day
Remembrance Day (except Quebec)
Christmas Eve Day
Christmas Day
Boxing Day
New Year's Eve Day

and such others as are proclaimed a holidays by the federal, provincial or municipal government.

- (b) All days between Christmas Day and New Year's Day shall be time off with pay as described in Appendix "D" attached.

14.02 Holidays Falling on Weekend

In the event that a holiday, other than those covered under Appendix "D" attached, occurs on a Saturday or Sunday, the following working day(s) shall be considered the holiday.

ARTICLE 15 - SICK AND COMPASSIONATE LEAVE**15.01 Sick Leave Defined**

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers' Compensation Act.

15.02 Medical Care Leave**(a) Amount of Sick Leave**

After two (2) months' employment, a full-time employee shall be entitled to one and one-half (1½) days sick leave with pay for each calendar month worked; such sick leave to be cumulative from year to year. Further sick leave with pay, within any yearly period shall be left to the discretion of the Sick Bank Committee. In cases where the Employer has reason to suspect abuse, an employee may be required to produce a certificate from a medical practitioner for any illness, certifying that he/she was unable to carry out his/her duties due to illness. The Employer shall pay the cost, if any, providing that the employee provides a receipt.

(b) Illness in the Family

- (i) In order to attend to ill members of the immediate family (spouse, common-law spouse, child, mother, father, persons acting in the place of a parent, and relatives permanently residing in the employee's household or with whom the employee resides), the employee shall be entitled to a leave of absence with pay after notifying the Employer.
- (ii) For the above, there shall be a maximum allowed of five (5) accumulated sick leave days per illness, provided that the employee shall be limited to a total of fifteen (15) days in any calendar year. Extenuating circumstances will be judged on their merit.

The above-noted leaves of absence shall be granted provided the employee is the only person available.

- (c) Each employee shall be allowed to withdraw from his/her sick leave credits for medical or dental appointments that cannot be arranged outside the normal hours of work.

ARTICLE 15 - SICK AND COMPASSIONATE LEAVE (cont'd)

15.03 For the purposes of accumulating sick leave credits, service with either the National Union of Public Employees or the National Union of Public Service Employees shall be considered as service with the Canadian Union of Public Employees.

15.04 **Sick Leave Records**

A record of all unused sick leave will be kept by the Employer for the purpose of severance payment as provided in Article 20. Each employee shall be informed of the amount of his/her unused sick leave accrued to his/her credit at the end of each calendar year. Immediately after the close of each calendar year, each employee shall review the records of the Employer and verify that the accumulated sick leave is correct. Any employee is to be advised on application of the amount of sick leave accrued to his/her credit.

15.05 For the purpose of computing sick leave entitlement, an employee who commences employment during the period from the 1st to the 15th of the month will receive credit for that month's service. Employees commencing employment from the 16th to the end of the month will be considered as commencing their service, for sick leave purposes, on the first day of the following month.

15.06 **Sick Leave Bank**

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.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 An employee granted temporary leave of absence without pay shall continue to accumulate seniority but shall not earn sick credits or be paid for statutory holidays after the leave has extended beyond two (2) consecutive months. The premiums for the welfare benefits as outlined in Article 19 will also cease to be paid by the Employer after the leave of absence has extended beyond two (2) consecutive months.

16.02 Bereavement Leave

An employee shall be granted leave without loss of pay and benefits in the case of the death of:

- (a) parent, spouse, common-law spouse, fiancé(e), child, child of common-law spouse, former guardian - five (5) working days;
- (b) brother, sister, mother/father-in-law, brother/sister-in-law, son/daughter-in-law, grandparent, grandchild, grandchild of common-law spouse, ward - three (3) working days;
- (c) aunt, uncle, niece, nephew - one (1) working day.

Where the burial occurs out of town and the employee attends the funeral, such leave shall include, as well, reasonable travelling time.

An employee shall be granted leave of one (1) working day without loss of pay or benefits in the case of the death of a person with whom he/she has had a very close relationship. In addition to the one (1) day leave, an employee may apply under Article 13.07 - Casual Leave to use up to two (2) days' casual leave.

16.03 Special Leave

Other special instances where leave of absence with pay may be requested will be considered individually by the Employer.

16.04 Observance of Religious Holidays

The observance of religious holidays will be permitted and provision made for time necessary to attend religious services. The Union will provide the Employer with a list of such days. (See Appendix "B".)

ARTICLE 16 - LEAVE OF ABSENCE (cont'd)**16.05 Pregnancy/Parental Leave Without Pay**

Employees who have completed a minimum of three (3) months but less than nine (9) months of service before the anticipated birth or adoption of a child shall be granted a pregnancy and/or parental leave without pay, and without loss of seniority or benefits for a period of up to thirty-five (35) weeks in the case of pregnancy/parental leave, and eighteen (18) weeks in the case of parental leave. Employer contributions will continue to be made on behalf of CUPE pension plan members who choose to continue to participate during such leaves. Pregnancy/Parental leaves without pay must be requested in writing at least two (2) weeks prior to the anticipated commencement of such leaves.

16.06 Maternity/Parental Leave

- (a) After nine (9) months' service, a maternity leave or parental leave of absence of twenty-seven (27) weeks or less without pay shall be granted. During the U.I.C. two-week waiting period, the Employer shall pay 95 per cent (95%) of the employee's average straight time salary for the past twenty (20) weeks.

During the following 25-week period in the case of maternity/parental leave, or 10-week period in the case of parental leave, the Employer shall supplement the weekly U.I.C. payments to 95 per cent (95%) of the employee's average straight time for the past twenty (20) weeks. The Employer agrees to pay all hospital and medical premiums including group life.

- (b) An employee who becomes pregnant and a birth father who intends to apply for parental leave shall notify the Employer at least ten (10) weeks prior to the expected date of the termination of the pregnancy.
- (c) An employee who delivers a stillborn baby after the beginning of the twentieth (20th) week preceding the date forecast for the birth is entitled to leave as allowed under the U.I.C. regulations.
- (d) An employee who delivers prematurely and whose child is consequently hospitalized, is entitled to a discontinued maternity leave. She can return to work before the end of her maternity leave and complete it when the child no longer requires hospital care.

ARTICLE 16 - LEAVE OF ABSENCE (cont'd)

- (e) During maternity/parental leave and the extensions provided for in paragraph (g), an employee continues to accrue, as long as he/she is entitled to them normally, the following benefits:
- accumulation of vacation;
 - accumulation of sick days;
 - accumulation of experience up to twenty-seven (27) weeks;
 - accumulation of continued service for the purpose of job security, severance pay calculation and seniority;
 - continued medical and dental coverage
 - group life insurance upon approval by the insurance carrier;
 - Employer contributions will continue to be made on behalf of CUPE Pension Plan members during the SUB payment period, and for an additional eight-week period in the case of birth mothers, and six-week period in the case of birth fathers and adoptive parents, who choose to continue to participate in the CUPE Pension Plan while on unpaid leave.
- (f) An employee can postpone a maximum of four (4) weeks of annual vacation if they are situated within his/her premature delivery/ parental leave and if, at the latest two (2) weeks before the expiration of the said leave, he/she advised the Employer in writing of the date of the postponement.
- (g) If the birth happens after the date predicted, the employee is entitled to an extension of her maternity leave equal to the period of delay.
- (h) The employee shall send to the Employer, during the fourth week preceding the end of his/her maternity or parental leave, a notice indicating his/her date of return to work. The employee must return to work at the end of the leave, unless he/she prolongs such leave in the manner provided for in (g).
- (i) Upon returning from a maternity/parental leave, the employee resumes his/her position. In the event that the position has been abolished, the employee is entitled to the advantages, e.g. bumping, transfer rights, that he/she would have benefited from had he/she been at work.

ARTICLE 16 - LEAVE OF ABSENCE (cont'd)

- (j) An employee is entitled to sick leave when she can provide a medical certificate stating that her work endangers her health or that of the fetus.
- (k) An employee is entitled to a leave without salary of a maximum duration of two (2) years to prolong a maternity, spousal birth or parental leave, with seniority continuing to accumulate.

During this period, the Employer agrees to pay all hospital and medical premiums including group life. Vacation credits will not accrue during the extended period, however, the total length of the leave will be counted for future entitlements. The vacation bonus and severance pay will not be reduced.

- (l) While on maternity/parental leave an employee does not have to pay for his/her parking space, and a space will be available for him/her on his/her return.
- (m) It is understood between the parties that payment of supplemental unemployment benefits (SUB) is governed by the Unemployment Insurance Act which, under CUPE's approved plan, requires that:
 - (i) the combined weekly level of unemployment insurance benefit, SUB payment and other earnings not exceed 95% of the employee's normal weekly earnings during the actual unemployment insurance payment period;
 - (ii) employees disentitled or disqualified from receiving unemployment insurance benefits be ineligible for SUB payments under this Article except if serving the U.I.C. waiting period;
 - (iii) the right to SUB payments be solely for supplementation of unemployment insurance benefits during the government-approved payment period (to a maximum of twenty-five (25) weeks for maternity/parental leave or ten (10) for parental leave);
 - (iv) in order to receive SUB payments, employees must make application for and be in receipt of unemployment insurance benefits and provide such proof of eligibility to the Employer;
 - (v) payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

ARTICLE 16 - LEAVE OF ABSENCE (cont'd)

- (n) Employees on maternity or parental leave who receive U.I.C. maternity or parental benefits may be required by Revenue Canada to reimburse to Revenue Canada a portion of said benefits if taxable salary for the year is above a certain level. In such cases, the Employer will pay to the employee (upon submission of appropriate verification) said amount reimbursed to Revenue Canada.
- (o) Employees on preventative maternity leave (under the Quebec Workers' Compensation plan) will be paid the difference between their normal basic salary and WCB benefits received.
- (p) At the request of the Employer, an employee on extended parental leave shall be permitted to work part-time.

Note: Parental leave applies to male or female employees.

16.07 Spousal Birth Leave

An employee shall be allowed spousal birth leave with pay for ten (10) days following the confinement of the spouse. A further leave of absence of up to four (4) months without pay will be allowed.

When an employee is on an unpaid leave of absence, the following benefits shall apply: continued medical and dental coverage, unbroken coverage for seniority, vacation, vacation bonus and severance pay. Group life insurance coverage will be provided upon approval by the insurance carrier, with application to be made by the individual concerned.

It is understood that birth/adoptive fathers have the option of coverage under either the spousal birth leave or parental leave provisions - not both.

16.08 Leave for Union Activities

- (a) Employees shall be granted leave of absence without pay when delegated to perform necessary union activities. Such time shall not exceed three (3) weeks per employee in any one (1) year. When such leave involves a period of one (1) week (five (5) working days) or more, the Employer will be provided with at least two (2) weeks advance notice in writing. In all other instances, leave for union activities for periods of less than one (1) week's duration will be granted provided that the work requirements of the Employer permit it. The forty-five (45) days provided for in Article 3.04 (c) are included in the above-mentioned three (3) weeks.

ARTICLE 16 - LEAVE OF ABSENCE (cont'd)

- (b) Employees shall be granted up to three (3) hours leave of absence with pay if required for the purpose of travelling to an OPEIU Local 491 Annual Regional Union Meeting, provided the work requirements of the Employer permit it.
- (c) The Employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absence without pay and loss of seniority so that employees may be candidates in a federal, provincial, or municipal election.
- (d) Any employee who is elected or selected for a full-time or part-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority, by the Employer, for a period of two (2) years subject to renewal on application to the Employer for successive periods of two (2) years each.
- (e) Upon written request to the National Secretary-Treasurer, and provided permission is granted, members representing OPEIU Local 491 on Provincial Boards, Federations, Labour Councils, or serving on committees for the CLC or other labour organizations, shall receive time off without pay and without loss of seniority and benefits.

16.09 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who is called as a juror or witness in any court. The Employer shall pay such an employee the difference between the normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

16.10 General Leave

The Employer shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly.

ARTICLE 16 - LEAVE OF ABSENCE (cont'd)**16.11 Family Leave**

- (a) Employees shall be allowed leave of absence with pay and without loss of seniority for the following reasons:

- Employee's marriage - three (3) working days
- Birth of employee's child - Day of the birth and the day of the mother's return from the hospital
- Emergency in one's home - Up to three (3) days
- Moving one's household - Maximum of one (1) day per year*
- Birth of a grandchild - Maximum of one (1) day per year to be taken within one (1) month of the birth

* Shall mean that no employee shall be granted leave with pay for moving within twelve (12) months of the last day granted for moving.

Any requests for family leave shall be made in writing to the National Secretary-Treasurer, where possible, prior to the date the leave is requested.

- (b) Upon prior notification, wherever possible, an employee shall be allowed Parental Leave with pay for a maximum of seven (7) days per calendar year to attend to illnesses and responsibilities concerning their children, children of common-law spouse, dependent grandchildren, and ward, which cannot be arranged outside of normal hours of work. The leave of absence form submitted will give the reasons for the requested leave. This leave shall be non-cumulative and not subject to severance payment as provided in Article 20, if not used. This leave is not subject to a reduction of the employees accumulated sick leave and shall not be used in less than one-hour increments for record-keeping purposes. An employee shall provide proof of time claimed as the Employer may require, providing the Employer assumes such cost, where applicable.

A committee consisting of one (1) representative from the Employer and two (2) representatives from the Union at National Office shall be set up and establish guidelines for use of parental leave.

ARTICLE 16 - LEAVE OF ABSENCE (cont'd)**16.12 Tuition Refund**

Employees wishing to enroll in courses of studies which will better qualify themselves to perform their jobs, and who intend to ask the Employer to refund the cost of such course(s), must make application to the Employer prior to taking the course(s). If the Employer agrees that the course(s) would be beneficial both to the Employer and the employee, then the full cost of the course(s) will be borne by the Employer upon successful completion of the course(s).

It is understood that there may be occasions when the Employer may pay less than the full cost of the course(s) if the course(s) is(are) not taken solely for the purpose of self-improvement on the job. It is further understood that language courses will also be included.

16.13 Leave of absence with pay and without loss of benefits and seniority may be granted by mutual agreement for employees accepted to attend specialized courses or seminars. This includes week-long sessions, as well as Labour College of Canada, Governor General's Study Conference, Nuffield or Duke of Edinburgh Commonwealth Conference or job-related training courses.

ARTICLE 17 - HEALTH AND SAFETY

- 17.01 The Employer agrees to make reasonable and proper provisions for the maintenance of high standards of health and safety in the work place including a properly heated and lighted working environment. The Employer shall comply with applicable federal, provincial and municipal health and safety legislation and regulations.
- 17.02 A Joint Health and Safety Committee shall be constituted consisting of equal numbers of representatives of management and of the Union which shall identify potential dangers, institute means of improving the health and safety of employees, including health and safety programs, and obtain information from the Employer or other persons respecting the identification of hazards and health and safety experience and work practices and standards elsewhere. The committee shall meet at the reasonable request of either party. Time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- 17.03 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.
- 17.04 The Union, the Joint Health and Safety Committee, and the representatives thereof, shall have full access to accident reports.
- 17.05 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 he/she has reasonable grounds to believe that it would present a danger to his/her health or safety to do so or where it would be contrary to applicable federal, provincial and municipal legislation or regulations.

ARTICLE 17 - HEALTH AND SAFETY (cont'd)

17.06 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.

ARTICLE 18 - PROTECTIVE CLOTHING

18.01 Any employee who is required to use reproduction or duplicating machines will be supplied with a smock or other protective clothing at the expense of the Employer.

ARTICLE 19 - EMPLOYEE BENEFITS**19.01 Medical and Hospital Insurance**

The Employer will continue to pay the full premium for medical and hospitalization insurance as presently in force for all employees.

In addition to the present medical plan, the Employer will pay the full premium cost of the Greenshield Health Care Plan or its equivalent or better. It is further understood that Quebec employees may, if they so desire, be covered by the S.S.Q. Plan.

The Employer reserves the right to re-negotiate this clause during the renewal period for the next collective agreement.

19.02 Group Life Insurance

The existing group insurance plan will be changed to provide for coverage on the basis of twice the employee's salary regardless of sex. Full premiums shall be paid by the Employer. The Employer shall provide life insurance coverage for all employees who retire prior to age 65 on the basis of: insurance to the amount of one times yearly salary, the premium to be fully paid by the Employer, or an amount equal to two times yearly salary with the premium to be paid on a 50/50 basis, the choice of either the above-noted plans to be the employee's option.

The Employer agrees to carry a \$10,000.00 life insurance coverage for present OPEIU retirees, to be paid to their estate or beneficiary.

19.03 Legislation

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

19.04 Pension Plan

The Employer and the Union agree that the existing pension plan shall be maintained and they further agree that this pension plan and any changes made to it shall be negotiable items.

ARTICLE 19 - EMPLOYEE BENEFITS (cont'd)

In addition, the Employer agrees to pay the required employer premiums to the Canada Pension Plan or the Quebec Pension Plan over and above its contribution to the existing pension plan.

The parties agree to initiate reciprocal arrangements with previous employers to transfer pension entitlements to the CUPE Pension Plan which will facilitate the buy-back of former years of service which were pensionable service under the previous employer's pension plan and under which assets for this service were transferred directly to the CUPE Pension Plan from the former pension plan. Should the assets transferred be insufficient, the employee will be allowed to make additional contributions to the CUPE Pension Plan as required by CUPE and which are allowed by government legislation.

The parties endorse the goal of requiring only twenty-five (25) years of service regardless of age for entitlement to retirement on accrued pension without reduction for early retirement. The mechanisms to achieve this goal are to be reviewed for further discussion and action.

When an employee buys back his portion of eligible temporary CUPE past service for pension purposes, the Employer shall pay for the Employer costs for such service.

19.05 Workers' Compensation Act

All employees shall be covered by the Workers' Compensation Act. An employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is covered by the Workers' Compensation Act shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and his/her last rate of pay. Pending a settlement of the insurable claim, the employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments. In order to continue receiving his/her regular salary, the employee shall assign his/her compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation Board on the employee's income tax (T-4) form.

ARTICLE 19 - EMPLOYEE BENEFITS (cont'd)**19.06 Long-Term Disability Plan**

All members of the Union shall receive the benefits of the Long-Term Disability Plan in effect for members of the Canadian Staff Union and the Administrative and Technical Staff Union. Full premiums shall be paid by the Employer.

19.07 Dental Plan

The Employer shall pay the full premium for a dental plan; such plan will be the Green Shield Dental Plan 19.

The Employer shall provide for 100% of orthodontic services to a maximum of \$6,000.00 to the existing group dental plan.

19.08 Changes in Plans

Any changes, deletions, additions or changes of contributions to any of the welfare benefits plans shall be negotiated with an employee's committee of four (4) to be made up of one (1) representative from each of the bargaining units having a collective agreement with the Employer. It shall be the responsibility of the Union to arrange for employee's participation from the other bargaining units in this Committee.

It is understood that the contributions to the pension plan shall not be reduced.

19.09 Optical Care

The Employer shall provide for a vision care plan to a maximum of \$400.00 per twenty-four-month period. The maximum -- \$400.00 -- coverage cycle will recommence after twelve (12) months when a person's prescription changes.

ARTICLE 19 - EMPLOYEE BENEFITS (cont'd)

19.10 Travel Insurance

The Employer shall pay the full cost of a master policy for travel insurance to cover all members of the bargaining unit, in the amount of \$200,000.00.

The travel insurance policy shall also cover employees while on union business.

19.11 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 determine appropriate changes and additions to the Employee Benefit Plans which include but are not limited to pension, life insurance, extended health benefits, long-term disability, provincial medicare, dental benefits, voluntary leave.

ARTICLE 20 - SEVERANCE PAY

20.01 Up to five (5) years' service, upon termination of employment, employees with two (2) years' or more of service shall be paid at their current rate for fifty per cent (50%) of their unused sick leave to a maximum of forty (40) days. All sick leave taken shall be deducted from accumulated sick leave earned from the date of employment. After five (5) years' service, an employee will receive in lieu of the above, 1.4 weeks' severance pay for each year of service on departure, plus one (1) additional week's salary. In the event of death of an employee, severance pay shall be calculated on the same basis and shall be payable to the beneficiary of the deceased employee.

No employee shall accumulate severance pay when on leave of absence without pay or long-term disability for a period of twelve (12) months or longer. Accumulation of the above shall apply when on paid maternity leave.

ARTICLE 21 - PICKET LINE

- 21.01 In the event that any employees of the Employer, other than those covered by this Agreement, engage in a strike, or where employees in a labour dispute engage in a strike and maintain picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

ARTICLE 22 - RIGHTS, PRIVILEGES AND WORKING CONDITIONS

22.01 All rights, benefits and working conditions which employees now enjoy as employees of the Employer shall continue to be enjoyed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union. The Employer shall put all such changes in writing and forward a copy to the Union Steward.

ARTICLE 23 - NO DISCRIMINATION

- 23.01(a) The Employer agrees that there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of any rights or privileges under this Collective Agreement, including hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political, religious affiliation or activity, sex or marital status, sexual orientation, place of residence, disability, nor by reason of his/her membership or activity in the Union, or any other reason.
- (b) "Spouse" is defined as a person with whom the employee has a marital relationship, common-law heterosexual relationship, or same sex relationship of at least one (1) year's duration.

This definition shall apply to all Articles of this Agreement. It shall determine the definition of all other familial relationships referred to in this Agreement, including, but not restricted to, the definition of "child" which shall include the employee's spouse's child and the definition of "in-laws" which shall include equivalent relationships flowing from common-law or same sex relationships.

This definition is intended to ensure that, except where prohibited by federal and provincial laws, employees in same sex spousal relationships are treated in the same manner, in all respects, as employees in heterosexual relationships and that such employees and their families are accorded all the rights, privileges and benefits under this Agreement which are accorded to employees in heterosexual relationships and their families.

Accordingly, any ambiguity in any part of this Agreement shall be interpreted within the spirit of this objective and so as to accomplish this end.

ARTICLE 24 - GENERAL**24.01 Union Label**

All typewritten, mimeographed, word processed work in the office of the Employer shall bear the Local 491 OPEIU union label if such work is performed by a member of the Union.

24.02 Plural Shall Apply

For the purpose of clarification, it is understood that whenever the singular is used in this Collective Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require.

24.03 Copies of Agreement

The Union and the Employer agree that each employee should be aware of the terms, rights and obligations contained in this collective agreement. For these reasons, the Employer agrees to:

- (a) Submit to the Union a final copy of the collective agreement, along with any supplementary agreements, for formatting purposes within 90 days of ratification by the parties;
- (b) Produce and distribute, at the employer's expense, a copy of the agreement to every member within 30 days of receipt of the collective agreement format; and
- (c) Provide official recognition of both the English and French texts of the agreement.

24.04 Union Education

The Employer shall contribute to a special fund of OPEIU 491 a sum of \$4.00 per month per employee for the purpose of Union Education.

24.05 All schedules herein referred to and/or attached to this Agreement are deemed to form an integral part of this Agreement.

ARTICLE 24 - GENERAL (cont'd)**24.06 Affirmative Action**

The Employer and the Union, for the purpose of adopting an Affirmative Action Plan, agree to undertake:

1. Under the leadership of a joint Union/ Management Affirmative Action Committee:
 - (a) to analyze the employment policies and practices of the Employer with the objective of identifying the possible discriminatory impact of policies and practices on women, people of colour, disabled people and native people;
 - (b) to develop and monitor the implementation of an Affirmative Action Plan designed to remove possible discriminatory effects of the Employer's employment policies and practices, and to develop numerical goals and time-tables for recruitment, hiring, promotion and training of target group members for each bargaining unit;
 - (c) that the Affirmative Action Plan shall deal with, but not be limited to, recruiting, hiring, promotion and transfer policies, training and educational advancement, classifications schemes, salary rates and working conditions.
2. The Committee shall be composed of four (4) Union members (one (1) representative from each bargaining unit) and management representatives to a maximum of four (4).
3. The Committee will meet regularly, up to four (4) times a year.
4. The Employer agrees to furnish the Committee with the information, and financial resources necessary to develop the Plan.
5. The joint Union/Management Affirmative Action Committee will be struck within six (6) months of the signing of the Collective Agreement, and will complete the development of the Plan within two years of its establishment, subject to mutual agreement.

- 24.07** Employees acting in the capacity of EAP referral agent shall not suffer any loss of pay or benefits for performing necessary EAP work during working hours provided he/she has advised his/her immediate supervisor that he/she will be attending to EAP work for a pre-arranged period of time.

ARTICLE 24 - GENERAL (cont'd)**24.08 Staff Union Representation on National Executive Board**

1. The President from each of the three staff unions (ATSU, CSU and OPEIU Local 491) shall be invited to attend the quarterly meetings of the National Executive Board.
2. The role of the employee representatives shall be to assist the National Executive Board members in determining policies and making decisions, and in so doing they will be allowed voice but no vote.
3. Matters normally handled by joint labour management meetings will not be raised at National Executive Board meetings.
4. Employee representatives shall be excluded from National Executive Board meetings when items of a labour relations nature are being discussed.
5. The rules of confidentiality for the National Executive Board shall be respected by the employee representatives.

24.09 Inclement Weather

Where the Employer authorizes employees to leave prior to the end of their regularly scheduled work day because of inclement weather, such employees shall suffer no loss of salary for the day.

ARTICLE 25 - TERM OF AGREEMENT

25.01 This Agreement, signed on this _____ day of _____ 1994, shall be effective from January 1st, 1994 and shall remain in full force and effect until December 31st, 1995 and shall automatically continue from year to year until either party serves written notice on the other party, thirty (30) days prior to any annual expiration date. During the negotiations for the renewal of this Agreement or negotiations for a new Agreement, the terms of the present Agreement shall remain in full force and effect.

FOR THE EMPLOYER

FOR THE UNION:

President

President

Secretary-Treasurer

Secretary

Treasurer

APPENDIX "A"**SALARY SCHEDULE**

The following employees are covered by a Collective Agreement between CUPE and the Office and Professional Employees' International Union, Local 491. Their contract expires December 31, 1995.

	<u>Start</u>	<u>1 year</u>
Administrative Assistant	833.34	845.61
Research Assistant		
Technology Assistant		
Job Evaluation Assistant		
Legal Analyst		
Wage & Salary Analyst		
Senior Collective Agreement Analyst		
Bookkeeper I	801.32	817.24
Executive Secretary	783.88	799.82
Senior Secretary		
Technology Analyst		
Collective Agreement Analyst		
Information Clerk I		
Personnel Clerk	772.30	788.23
Bookkeeper II		
Information Clerk II	767.63	783.56
Secretary (one clerical office)	763.73	779.69
Purchasing & Receiving Clerk	762.70	778.63

APPENDIX "A"**SALARY SCHEDULE
(cont'd)**

	<u>Start</u>	<u>1 year</u>
Secretary	751.37	767.28
Permanent Part-Time Secretary	25.05/hr	25.58/hr
Clerk-Typist (one clerical office) Statistical Clerk-Typist	739.51	755.46
Permanent Part-Time Clerk-Typist	24.24/hr	24.69/hr
Clerk-Typist Receptionist/Clerk-Typist Receptionist Machine Operator	727.24	740.61

Plus 7% over the rate for bilingualism

APPENDIX "B"

LIST OF RELIGIOUS HOLIDAYS

Jewish

- Jewish New Year (2 days)
- Day of Atonement (Yom Kippur)
- Passover

Catholic

- Epiphany
- Ascension Thursday
- All Saints' Day
- Immaculate Conception

Protestant

- World Day of Prayer
- Ash Wednesday
- Epiphany

APPENDIX "C"

AUTHORIZATION FOR DUES CHECK-OFF

I, the undersigned, hereby authorize my Employer, the Canadian Union of Public Employees, to deduct from my wages each pay period my Union dues, fees and assessments, the amount thus deducted to be paid to the Treasurer of the Office and Professional Employees' International Union, Local 491, Canada.

Member's Signature

Date

Witness

APPENDIX "D"

CHRISTMAS/NEW YEAR'S SHUT-DOWN

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
23	24	25	26	27	28	29	30	31	1	2	3						
	23	24	25	26	27	28	29	30	31	1	2	3					
		23	24	25	26	27	28	29	30	31	1	2	3				
			23	24	25	26	27	28	29	30	31	1	2	3			
				23	24	25	26	27	28	29	30	31	1	2	3		
					23	24	25	26	27	28	29	30	31	1	2	3	
					22	23	24	25	26	27	28	29	30	31	1	2	3

APPENDIX "E"

LETTER OF UNDERSTANDING

FLEX TIME

The Employer agrees to enter into discussions with the Union to examine the feasibility of developing mutually agreeable guidelines for a flexible hours system for employees.

APPENDIX "F"

MEMORANDUM OF AGREEMENT 1980

ITEMS SUBMITTED FOR BARGAINING OF BENEFITS FOR 1980 BY C.S.U., A.T.S.U. - UNITS "A" AND "B", AND O.P.E.I.U. LOCAL 491, SHALL BE REFERRED TO THE JOINT NEGOTIATING COMMITTEES* TO NEGOTIATE THE FEASIBILITY OF "SELF-ADMINISTRATION" OR AMENDMENTS TO THE PRESENT BENEFIT PACKAGE. THE EMPLOYER'S AND EMPLOYEE'S PRESENT PERCENTAGE LEVEL OF CONTRIBUTION SHALL BE USED FOR THE BASIS OF THESE NEGOTIATIONS. ALL OF THE ABOVE SHALL BE CONCLUDED DURING THIS PRESENT ROUND OF NEGOTIATIONS. THESE NEGOTIATIONS SHALL NOT RESTRICT THE EMPLOYER FROM IMPLEMENTING CHANGES FOR HEALTH COVERAGE, I.E. BLUE CROSS TO GREEN SHIELD, TERM LIFE INSURANCE FROM NORTH AMERICAN TO GREAT WEST, L.T.D. FROM MUTUAL OF OMAHA TO MUTUAL LIFE, MAINTAINING AT LEAST THE PRESENT LEVEL OF BENEFITS.

* Negotiating Committees shall mean C.S.U. and A.T.S.U. "A" committee plus Graham Deline from O.P.E.I.U. Local 491, Ed McAllister from A.T.S.U. "B".

FOR THE UNIONS:

FOR THE EMPLOYER:

Canadian Staff Union

National President

A.T.S.U. - UNIT "A"

National Secretary-Treasurer

A.T.S.U. - UNIT "B"

O.P.E.I.U. Local 491
(March 11, 1980)

APPENDIX "G"**HARASSMENT POLICY****Policy**

It is the policy of CUPE as an employer to ensure that the working environment is conducive to the performance of work and is such that employees are not hindered from carrying out their responsibilities. The Employer considers harassment in the work-force to be a totally unacceptable form of intimidation and will not tolerate its occurrence. The Employer will ensure that victims of harassment are able to register complaints in complete confidence without fear of reprisal.

Definition

Personal harassment shall be defined as any personally oriented practice, including any sexually oriented practice, that undermines an employee's health, job performance, or endangers the employee's employment status or potential. All personnel have the right to work without such harassment.

Responsibility

It is the responsibility of the National Officers, in co-operation with all supervisors, to ensure that this policy is respected by all employees.

The Union and the Employer agree that during the life of this Agreement, they shall jointly develop procedures to deal with any allegations of harassment.

APPENDIX "H"**VDT'S - POLICY STATEMENT**

The Employer recognizes the importance of taking precautions to ensure that the employees who use visual display terminals (VDT's) in their work are protected from any risk to their health.

To achieve this objective, the Employer will recognize a Health and Safety Committee composed of equal representation from the Employer and Union.

The mandate of this Committee shall be to study and make recommendations respecting appropriate precautionary measures, environment, consultation with the employees, eye care, ergonomics, machine maintenance, and the right to transfer (reassignment and retraining).

It is agreed that the Committee will develop its recommendations and such shall be submitted to the Union Executive and the National Executive Board of the Employer for implementation.

It is further agreed that sufficient evidence and concern exists to provide the following basic provisions in the interim:

1. Employees working at a VDT shall have a ten-minute break away from the VDT in every hour worked at the terminal.
2. No employee shall be required to work for more than three (3) hours a day at a VDT.
3. Pregnant employees will not be required to operate a VDT and shall suffer no loss of pay or benefits.

APPENDIX "I"



CANADIAN UNION OF PUBLIC EMPLOYEES/SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE

April 21, 1994

Ms. Lanette Bowman
Recording Secretary
OPEIU Local 491

Dear Sister Bowman:

It is hereby set out and firmly committed that we, as the Employer, will adjust pensions of all persons on pension on an annual basis (March 1st). The method of calculation will be an increase in pension equal to the rise in percentage terms of the Consumer Price Index, during the previous period.

When and if the present C.P.P./Q.P.P. is adjusted as a base of the pension, joint discussions will be held to discuss possible impact on the application of indexing set out above.

Judy Darcy *Geraldine McGuire*

JUDY DARCY GERALDINE MCGUIRE
National President National Secretary-Treasurer

:fb/opeiu #91

JUDY DARCY GERALDINE MCGUIRE
National President/Présidente nationale National Secretary-Treasurer/Secrétaire-trésorière nationale

CLAUDE CÉNÉREUX, ED HANSON, GLEN MAKAHONUK, TOM O'LEARY, PATRICK (Sid) RYAN
General Vice-Presidents/Vice-présidents généraux

APPENDIX "J"

LETTER OF UNDERSTANDING

The Employer and the three unions agree jointly to undertake a workloading study, with participation on the basis of equality, guided by an agreed working committee on the basis of consensus, which will establish terms of reference, and with costs shared among the four (4) parties as follows: The costs are those of one (1) consultant, and the costs of travel and accommodation and per diems (there are not anticipated to be any leaves of absence requiring staff replacement): CUPE will be responsible for two-thirds (2/3) of the costs and the unions one-third (1/3) of the costs. The global figure for the study is expected to be in the neighbourhood of \$300,000.

None of the parties is bound by the contents or conclusions of the study, but it is understood that the goal of the study is to help the parties find solutions to the problems created by the workload shouldered by the staff.

APPENDIX "K"

JOB DESCRIPTIONS

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These job descriptions shall be presented to the Union prior to December 31, 1992 and shall become recognized job descriptions unless the Union presents written objection within thirty (30) days.

(For the purpose of this Appendix, it is understood that "job description" and "classification outline" are interchangeable.)

APPENDIX "L"**CUPE NATIONAL CONVENTION**

It was agreed that certain individuals from National Office are required to attend the National Convention and that staff from the location of the Convention will be utilized. For the rest, the Employer assures that every effort will be made to rotate opportunities so that people with the required skills can attend.

At each National Convention, two (2) members who have never had the opportunity to work at convention, one (1) from the National Office and one (1) from the regional/area office where the convention is being held, will be assigned to the Convention Office team. In this regard, a lack of working knowledge of the second official language shall not bar an otherwise qualified employee.

APPENDIX "M"

PETTY CASH

The Employer is prepared to write to each office and request the name of the person they want the petty cash cheque to be made payable to.

APPENDIX "N"**LETTER OF UNDERSTANDING****Purpose**

The Joint Benefits Committee will make recommendations to the staff unions and National Executive Board on various aspects of self-administration of CUPE Benefit Plans in respect of the following.

The Committee will explore with Revenue Canada the legal and tax implications and will determine the feasibility and advisability of establishing a Trust Fund funded by a part or all of the excess employer pension contributions and/or a part or all of the pension surplus. If it is decided by the Committee to establish such a fund, the Committee will draft guidelines for its funding and use. Initially the Fund may be used to supplement present and future retirees' benefits, including the following:

- 1) The annual costs of providing supplemental benefits to retirees.
- 2) The annual costs to allow employees to retire after twenty-five (25) years of service without actuarial reduction.

The Committee will also report on the feasibility and advisability of providing additional benefits from the Fund, such as:

- 1) Additional pension supplementation.
- 2) Increasing the present severance pay allotment from one (1) week to two (2) week's pay for each year of service.

The parties also agree that if such fund is established that at any future pension valuation date, should additional costs or liabilities be incurred as a result of legislation, surplus and excess employer contribution from that point will first be used to cover such costs and thereafter revert to any prior agreed upon method of distribution.

Deadline: March 31, 1989

When any of the above matters are resolved by the above Committee, the item(s) will be referred to their respective parties for their appropriate consideration and the parties will amend the Collective Agreement as required.

APPENDIX "O"

LETTER OF INTENT

Upon request by an employee from time to time, the Employer will provide the employee with cumulative figures on wages and benefits "year to date" up to the last issued pay period.

APPENDIX "P"**LETTER OF INTENT****TRAINEE REP AND OCCASIONAL INSTRUCTORS PROGRAM**

The National Officers undertake to ask the CUPE National Executive Board to consider allowing access to the CUPE Trainee Rep Program for OPEIU 491 member(s) if and when they request the Board to continue the Program over and above the original number of 34 trainees.

Upon receiving the agreement of the Union, the Employer will provide the executive of OPEIU 491 with a letter, with copies to all Regional and National Directors,

- a) encouraging the Directors to recommend qualified OPEIU 491 members to the Director of Education for training as Occasional Instructors, and
- b) explaining that trained Occasional Instructors who are OPEIU 491 members will not be paid wages, benefits, etc. for time spent outside regular working hours as Occasional Instructors, but instead will be treated under the same CUPE policy that governs volunteer rank-and-file CUPE members who give or take courses as Occasional Instructors (i.e., per diem, transportation, hotel). The same will apply to OPEIU 491 members in training as Occasional Instructors, for the period of such training.

APPENDIX "Q"

LETTER OF AGREEMENT

Re: Clerical positions in Local 43's office

The Employer agrees to post and fill on a permanent basis the vacancy in the Local 43 office. The parties agree to approach Local 43 and OPEIU Local 343 with a view to persuading them to join the parties hereto in agreeing as follows:

The parties agree that subsequent to the filling of the above-mentioned vacancy, both OPEIU Local 491 positions will be grandmothers in Local 491 but as soon as each position becomes vacant, each will become part of the CUPE Local 43/OPEIU Local 343 collective agreement and will be covered and filled accordingly, and will be deleted from the CUPE-OPEIU Local 491 collective agreement and from coverage thereunder in every respect.

APPENDIX "R"

ARBITRATORS

British Columbia

Allan E. Black
David Vickers

Alberta

Tim Christian
Jed Fisher

Saskatchewan

Ken Norman
Dan Ish

Manitoba

Bill Hamilton
Alvin McGregor

Ontario

Richard M. Brown
Richard H. McLaren
Richard L. Verity

Quebec

Bernard Brody
Francine Gauthier-Montplaisir

New Brunswick and P.E.I.

Christopher Collier
Antonio Robichaud
Douglas Stanley

Nova Scotia

Bruce Outhouse
Milton Vienot

Newfoundland

W. W. Thistle
Dave Alcock

APPENDIX "S"

LETTER OF INTENT

REGULAR WEEKLY HOURS

CUPE will continue discussions with OPEIU 491 during the term of the Agreement on the possibility of implementing the compressed work week for the one-person clerical offices with the goal of putting the compressed work week into effect at the earliest opportunity which CUPE judges it can do so.

APPENDIX "T"

LETTER OF INTENT

It is understood that, during and after renovations at the National Office, the Employer shall provide parking to those members who presently park at National Office.

APPENDIX "U"

TEMPORARY VACANCIES

CUPE is committed to examining the situation regarding temporary employees and temporary positions at National Office, and the National Secretary-Treasurer undertakes to establish a committee to conduct such reviews with ATSU and OPEIU Local 491 prior to September 30, 1992.

APPENDIX "V"

LETTER OF UNDERSTANDING

PAY EQUITY

The Employer and the Union agree to the implementation of the Ontario Pay Equity Legislation.

Therefore, the parties agree to form a joint committee comprised of equal representation from the Unions (up to one (1) representative from each bargaining unit) and the Employer, to agree on a gender-neutral comparison system.

Committee members shall not lose wages or benefits as a result of time spent on Committee work during regular working hours. Where applicable, accommodations, transportation costs and per diem will be paid by the Employer as per the collective agreements.

APPENDIX "W"

LETTER OF INTENT

When a temporary employee has served in a temporary position for a period of 18 months, the employer will review the status of the temporary position in consultation with the union.

APPENDIX "X"

LETTER OF UNDERSTANDING

RESPECTING THE POSITION OF HUMAN RESOURCES MANAGER

The Unions agree, in principle, to the exclusion of one person in the position of Human Resources Manager. This agreement is based on the understanding that the person excluded will report directly to the National Officers and shall be responsible for managing all aspects of human resources including personnel-related matters, labour relations, the implementation of workload study recommendations and internal equity programmes.

The employer assures the unions that this position will not restrict or inhibit direct communications between representatives of the staff unions and the National Officers.

APPENDIX "Y"

LETTER OF UNDERSTANDING

HEALTH AND SAFETY

The Employer agrees to establish an ad hoc working committee comprised of one representative of the National Health and Safety Department, one representative from each union (CSU/ATSU/OPEIU) 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.

APPENDIX "Z"

LETTER OF UNDERSTANDING

WORKLOAD

The parties agree to implement the recommendation to establish a Staff Allocation Committee as set out in the Workload Study Report and Recommendations within 90 days of ratification.

Employer agrees that:

Where there is an office ratio of one rep to one half-time clerical, the Regional Director in the affected region, will be asked to review the clerical staffing requirements of that office in consultation with the representative and clerical person, and make an appropriate recommendation to the National Officers.

The matter of ongoing clerical staff requirements in area and regional offices shall be referred to the Staff Allocation Committee, referred to in the Workload Study Recommendations, for review and recommendations to the National Officers.