

COLLECTIVE AGREEMENT

**THIS AGREEMENT MADE AND ENTERED INTO THIS
1ST DAY OF JANUARY 2002**

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 Management Rights

The Union recognizes that it is the function of the Employer to exercise the regular and customary function of Management and to direct the working forces of the Employer, subject to the terms of this Agreement. The Employer retains the right to determine the existence of vacant positions and the classification of vacant positions which are to be filled; to transfer staff; and to re-allocate work assignments. When making such changes, however, due consideration shall be given to the seniority of employees affected. It is understood that employees thus affected will be notified in advance of such changes. In administering this Agreement, the Employer shall act reasonably fairly, in good faith, and in a manner consistent with the Agreement as a whole.

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 National Officers, the Human Resources Manager, and those employees covered by the Collective Agreements between the Employer and the Administrative and Technical Staff Union, the Canadian Staff Union, and the Confidential Employees Union comprised of the following positions at the National Office, in Ottawa: Executive Assistants; Managing Directors; and Administrative Officers in the National President's Office and the Human Resources Department.
- (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 its 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)
 - (i) 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.
 - (ii) Temporary employees hired for more than six (6) months are covered by the terms of the Collective Agreement with the exception of Article 7.

ARTICLE 2 – UNION RECOGNITION (cont'd)

- (iii) Temporary employees, and the Union, will be notified at the time of hiring of the approximate length of their employment.
- (c) Temporary employees who have worked at least three (3) consecutive months shall be given two (2) weeks' written notice of lay-off or pay in lieu.
- (d) Temporary employees who have worked less than three (3) consecutive months shall be given one (1) week's written notice of layoff 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 shutdown unless notified in writing, at the time of hiring, that their 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

- (g) The Employer shall forward a seniority list for bidding purposes only, for temporary employees on active payroll on the date of issue, to the Union, in June and December of each year. The list shall identify the total number of calendar days of temporary service accumulated in the previous twenty-four (24) months or the total continuous service if greater than twenty-four (24) months.

ARTICLE 2 – UNION RECOGNITION (cont'd)**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 that at the time of their appointment to the part-time position they are not a member of another employer Hospital and Medical Benefit Plan.

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.

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 all employees and CSU, ATSU, CEU and OPEIU Local 491 retirees 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.

ARTICLE 2 – UNION RECOGNITION (cont'd)

- 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. In the event one of the Committee members is unilingual French, the Union will consult in advance with the Employer to propose translation arrangements. If the parties reach a consensus on translation arrangements, the Employer will cost-share the expense with the Union.

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.

The parties agree to schedule a minimum of two (2) Labour Management Committee meetings per year, one of which will be before June 30th, and one after June 30th and before December 31st.

3.03 **Technical Information**

The Employer shall make available to the Union on request, information required by the Union, such as 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 one hundred (100) days over the life of the agreement 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.)

ARTICLE 3 – LABOUR-MANAGEMENT RELATIONS

- (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 and understood that both parties recognize that the final resolve of the grievance should be undertaken without any undue delay. It is in the best interest of CUPE and OPEIU to bring about a better understanding of both parties' position on matters arising from the Collective Agreement.

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) When an employee has a grievance, the specifics of the grievance shall first be placed in writing and directed to their OPEIU Regional Vice President.
- (c) Replies to grievances shall be in writing at all stages. The grievor shall be copied on all replies.

4.02 Step 1:

The grievance shall be forwarded to the National Secretary-Treasurer of the Employer. A written reply to the grievance shall be forwarded to the Union within fifteen (15) working days of having received the grievance.

Step 2:

If this does not resolve the grievance, a meeting shall be established between the National Secretary-Treasurer or their designate and duly authorized representatives of the Union within twenty (20) working days to attempt to settle the grievance. A written decision shall be communicated to the Union and the grievor within fifteen (15) working days of the meeting. Failing settlement, the grievance shall then become the subject of arbitration. (Provided that by mutual written consent of the parties, said meeting may be waived and the matter remitted directly to arbitration. The parties may, by mutual agreement, refer the grievance to the next Labour-Management Committee meeting on a without prejudice basis to attempt to resolve the matter.)

ARTICLE 4 – GRIEVANCE PROCEDURE (cont'd)

- 4.03 The Grievance Committee shall have the option of bringing the grievor to the grievance meeting.
- 4.04 The Union may file a grievance on behalf of one, a group, or all members within the same period.
- 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 "L".

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.

ARTICLE 4 – GRIEVANCE PROCEDURE (cont'd)

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. 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.

5.05 Copies of the collective agreement shall be provided to members within ninety (90) days of ratification of the collective agreement.

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, CEU 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 their right to return to the bargaining unit as specified in Article 7.08. The former employee may be terminated regardless of the fact that they may have completed their 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, they 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.

Both parties recognize that job security should increase in proportion to the length of service. If there is to be a reduction in the number of employees within the bargaining unit, the Employer will give the Union as much advance notice as possible and discussion will begin to determine what should be done with those employees whose positions become redundant. Employees shall be laid off in reverse order of seniority and shall be recalled in the order of their seniority provided they are qualified to perform the work. No new employees will be hired until those laid off have been given an opportunity of employment.

Employees affected may use their seniority to displace a less senior permanent employee in their permanent position in the bargaining unit in an equivalent or 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 their locality. It is further understood, that moving expenses will only be paid to a maximum of six (6) 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 their bumping rights, said employee shall have the first opportunity for the vacancy in their 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 employees will be laid off prior to any permanent employees.

ARTICLE 7 – SENIORITY (cont'd)

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;
- (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 their 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 their 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 their consent. In the case where an employee is transferred outside the bargaining unit and they return to the bargaining unit, they shall be placed in their 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.

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 and CEU).
- (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.

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.

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

- (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 CEU collective agreement do not apply.

- 8.02 (a) (i) 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 they 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.
 - (ii) The successful applicant shall be appointed but not transferred to the position until they can successfully demonstrate that they have attained the working knowledge of the second language (maximum period twenty-four (24) months). In the interim period, the Employer shall offer the position to the next senior qualified candidate who meets the language requirements of the position.
 - (iii) If the working knowledge is not achieved by the end of the twenty-four (24)-month period, or if the employee finds himself/herself unable to attain the working knowledge, the position will be reposted and only candidates who can meet the language requirements will be considered re: this posting.
 - (iv) Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and their salary will be adjusted to the appropriate increment in their 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 their seniority.

8.04 Trial Period

- (a) 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. If the successful applicant has been acting in the position for three or more consecutive months immediately prior to appointment to the position they will have successfully completed their trial period.
- (b) In the event the senior applicant proves unsatisfactory in the position during the aforementioned trial period, or if they decide to return to their former position, they shall be returned to their former position without loss of seniority, and their salary will be adjusted to the appropriate increment in their 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 their former position without loss of seniority, and their salary will be adjusted to the appropriate increment in their former position.

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

- 8.06 (a) Should a significant change to a position be demonstrated by the incumbent, a request for a classification review shall be submitted to a Joint Job Reclassification Committee comprised of two (2) representatives selected by the Union and two (2) representatives selected by the Employer. The Employer and the Union will mutually develop terms of reference for the functioning of the Committee and training of the members. The Job Reclassification Committee will jointly establish a job analysis procedure for rating positions using the CUPE Gender-Neutral Job Evaluation Plan.
- (b) Should the Job Reclassification Committee determine that there is sufficient change to a position that warrants reclassification, the position will be evaluated using the CUPE Gender-Neutral Job Evaluation Plan. Should the reclassification result in a new salary rate, the rate shall be paid retroactive to the date of the request for reclassification.

8.07 (a) **Relieving Pay**

When an employee is assigned to relieve in a classification higher than their own, the employee shall receive an additional eight (8) per cent of their 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.

(b) **Vacation Relief**

When employees are required to replace an employee in a higher classification for a period of at least three (3) continuous days, they shall be paid the rate of the higher classification.

- 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.

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

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) (i) When a vacancy occurs or a new position is created, 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 three (3) weeks in order that all members will know of the position and be able to make application therefore. 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.

- (ii) Providing sufficient notice of impending vacancy has been received, a posting will be issued up to six (6) months prior to the position becoming vacant, and every effort will be made to post the impending vacancy no later than three (3) months prior to the position becoming vacant. Where an employee gives notice of their intent to retire at the completion of a leave of absence scheduled to end on a date coincident with their intended retirement date, they will be requested to sign a termination agreement which will then allow the Employer to fill the impending vacancy, on a permanent basis, prior to the incumbent's effective date of retirement. The vacancy will only be filled prior to the date of retirement where the termination agreement has been signed by the employee.

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

- (b) If an OPEIU applicant is appointed to an ATSU, CEU or CSU position and if within the six (6) month probationary period the applicant desires or does not qualify, they shall be returned to their former position and their salary will be adjusted to the appropriate increment in their former position. Any other employee promoted or transferred within the bargaining unit because of the re-arrangement of positions shall also be returned to their former position and their salary will be adjusted to the appropriate increment in their former position.
- (c) When a secretary position becomes vacant, the Employer retains the right to determine whether or not the need for dictation-taking exists. This would be reflected in the job posting. Notwithstanding the determination made by the Employer that the need for dictation-taking does not exist, the position will remain classified as secretary.
- (d) 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.)
- (e) When the Employer can reasonably expect a newly created temporary position within this bargaining unit to last longer than twelve (12) months, the Employer will temporarily fill the vacancy through the posting procedure. Temporary vacancies 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 their 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 \$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 forty-five (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.

- (f) 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.

- (g) 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.

Staff will be required to make their interest in such opportunities known to the appropriate director(s) in writing, and any resulting reassignment will be determined in consultation with the Department of Organizing and Regional Services and/or other national department affected. Reassignments will be made taking into consideration seniority, qualifications, membership 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 (i) In the filling of permanent vacancies, appointment shall be made of the permanent employee applicant with the greatest seniority from among those meeting the required qualifications to perform the duties of the position.
- (ii) In the event there are no permanent employee applicants in (i) above, appointment shall be made of the senior qualified temporary employee applicant.
- (iii) Temporary employees who are actively at work at the time of issuance of a job posting for a permanent position, shall be credited with seniority equal to the greater of all accumulated time worked during the previous twenty-four (24) months or the length of continuous service, for the purposes of appointment or promotion to that position, and for purposes of satisfying the probationary period when the successful applicant has been acting in the position for three (3) or more consecutive months immediately prior to the appointment to the position.
- (iv) Notwithstanding Articles 8.01(a) or 8.10, employees newly appointed to permanent positions must remain in the permanent positions to which they have been appointed for a minimum of twelve (12) months, except where a change would be a promotion.
- 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 region for a period of two (2) years. A lateral transfer shall be deemed as any move to a position(s)/classification(s) where the rate of pay is the same.

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

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.

(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) The Union shall have representation equal to each of the other staff unions on the Computer Users Group established by the Employer for the purpose of studying and making recommendations as requested on technological change in the workplace.

(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.

ARTICLE 8 – STAFF CHANGES AND PROMOTIONS (cont'd)**(d) Advance Notice**

When the Employer is considering the introduction of technological change: The Employer agrees to notify the Union and the employees two (2) months 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, laid off or have their regular hours reduced by the Employer because of a technological change or because of any change in work methods including, but not limited to electronic data processing equipment, computer equipment, or automated machines.

(g) Income Protection

An employee whose job is changed or who is displaced from their 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 their job as a result of technological change shall be given an opportunity to fill any bargaining unit vacancy for which they have seniority and which they are able to perform. If there is no such vacancy, they shall have the right to displace employees with less seniority, provided they are 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.

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

(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.

(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.

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

- 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 Union shall be notified of all appointments, hirings, layoffs, transfers, leaves of absence in excess of three months, recalls, and terminations of employment 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.
- 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.
- 8.20 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.

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 its 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 any person or group of persons 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 their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to their 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 or their designate has the right to examine their 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 they have 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 their 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 their 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 Appendix "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**

All employees will be paid by way of a direct deposit system except those permanent employees grandparented, with the option of participating, or not. Employees will not be entitled to opt out of the direct deposit 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.

The Employer shall provide to each employee an itemized statement of their 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 they 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.
- (c) Employees at the National Office who are required to work overtime after normal working hours or weekends will be permitted to use the indoor parking facilities during such overtime work, space permitting.

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. Employees who are assigned to work out of town, or who participate on joint committees with the Employer, will be reimbursed for any additional receipted child care costs incurred beyond those for which the employee is normally responsible.

11.08 Expense Allowance

- (a) An employee requested to work out of town shall be paid incidental expenses of \$66.00 effective January 1, 2002 (\$68.00 effective January 1, 2003, \$71.00 effective January 1, 2004, \$74.00 effective January 1, 2005) exclusive of hotel costs.
- (b) Effective the first day of the month of the date of ratification \$66.00 effective January 1, 2002 (\$68.00 effective January 1, 2003, \$71.00 effective January 1, 2004, \$74.00 effective January 1, 2005) 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. (Effective the first day of the month of the date of ratification the amount of the first day out-of-town incidental expenses shall be limited to the amount of the unreceipted expenses actually incurred but shall not exceed the amounts set out herein above).

ARTICLE 11 – WAGES AND ALLOWANCES (cont'd)

- (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 education courses with prior approval, shall be paid a per diem allowance of \$17.00.
- (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 forty cents (.40¢) (2003) 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.
- (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 2001; namely 149.1 (1986 base = 100). Reaccumulation of \$3.67 per week for each point or major portion thereof shall recommence at 159.5. A further buffer of seven (7) per cent shall apply beyond the figure published for the month of December 2002.

ARTICLE 11 – WAGES AND ALLOWANCES (cont'd)**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.

11.12 Retroactive Pay for Terminated Employees

An employee who has retired or severed their 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 (1)-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 Appendix "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**

An employee who has completed their regular days' work and has left the office and is then called into work, including Saturdays, Sundays, Statutory Holidays and Vacation time, shall be guaranteed at least three (3) hours at the applicable overtime rate in addition to transportation allowance.

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.

ARTICLE 12 – HOURS OF WORK (cont'd)

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.

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

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 $\frac{2}{3}$ days per month
after 1 year of service	4 weeks per year
after 5 years of service	5 weeks per year
after 10 years of service	6 weeks per year
after 15 years of service	7 weeks per year
after 20 years of service	8 weeks per year
after 25 years of service	9 weeks per year

At the time of hire, employees shall earn monthly vacation credits at the rate enjoyed immediately prior to joining CUPE or 1 $\frac{2}{3}$ days per month, whichever is greater. Increases beyond the initial rate of vacation accrual will be consistent with the provisions of this Agreement.

- (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 their bonus either on their anniversary date or the first pay period in June of each year. The employee shall make their choice known to the Employer no later than April 30, in any given year. The vacation bonus payments will 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, they shall, in addition to their 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, or where an employee qualifies for bereavement or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. 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 of Public Employees at any time in their vacation year before they have had their vacation, they shall be entitled to payment of salary in lieu of unused vacation leave 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 their accumulation.

13.10 Preference in Vacations

Every effort will be made, subject to the requirements 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 as 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 they were unable to carry out their 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 their 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 their unused sick leave accrued to their 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 their credit.

15.05 For the purpose of computing sick leave entitlement, an employee who commences employment during the period from the first 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 they have 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. To ensure consistency in application, the Human Resources Manager will be responsible for confirming approval to applications made under this provision.

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/Maternity, Parental and Adoption Leave Without Pay****(a) (i) Pregnancy/Maternity Leave Without Pay**

Employees who have completed a minimum of three (3) months service before the anticipated birth of a child shall be granted a pregnancy/maternity leave without pay, without loss of seniority or benefits for a period of up to seventeen (17) weeks. Pregnancy/Maternity leave without pay must be requested in writing at least two (2) weeks prior to the anticipated commencement of this leave. An employee who becomes pregnant shall notify the employer at least ten (10) weeks prior to the expected date of the termination of the pregnancy.

- (ii) An employee who delivers a still born baby after the beginning of the twentieth (20th) week preceding the date forecast for the birth is entitled to leave as allowed under the E.I. regulations.
- (iii) An employee who delivers prematurely and whose child is consequently hospitalized, is entitled to a discontinued pregnancy/maternity leave. She can return to work before the end of her pregnancy/maternity leave and complete it when the child no longer requires hospital care.
- (iv) If the birth happens after the date predicted, the employee is entitled to an extension of her pregnancy/maternity leave equal to the period of delay.

(b) Parental Leave Without Pay

Employees who have completed a minimum of three (3) months service before the anticipated birth of a child shall be granted parental leave without pay, without loss of seniority or benefits for a period of up to thirty-seven (37) weeks. Parental leave must be requested in writing at least two (2) weeks prior to the anticipated commencement of this leave. Leave taken in conjunction with 16.05(a) or 16.05(b) cannot exceed fifty-two (52) weeks in total. Either birth parent 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.

ARTICLE 16 – LEAVE OF ABSENCE (cont'd)

(c) **Adoption Leave Without Pay**

Employees who have completed a minimum of three (3) months service before the anticipated adoption or birth of a child shall be granted adoption leave without pay, without loss of seniority or benefits for a period of up to fifty-two (52) weeks. Adoption leave must be requested in writing at least two (2) weeks prior to the anticipated commencement of this leave. The employee shall notify the Employer within two (2) weeks of the date on which the employee's application for adoption was officially approved by the adoption agency.

(d) During pregnancy/maternity, parental or adoption leave and the extensions provided for in paragraph (a)(iv), an employee continues to accrue, as long as they are 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
- Continued group life insurance coverage
- Employer contributions will continue to be made on behalf of CUPE Pension Plan members, during the SUB payment period, who choose to continue to participate in the CUPE Pension Plan while on unpaid leave.

(e) An employee can postpone a maximum of four (4) weeks of annual vacation if they are situated within her/his premature delivery and parental leave and if, at the latest two (2) weeks before the expiration of the said leave, she/he advised the Employer in writing of the date of the postponement.

(f) The employee shall send to the employer, during the fourth (4th) week preceding the end of her/his pregnancy/maternity, adoption or parental leave, a notice indicating her/his date of return to work. The employee must return to work at the end of the leave, unless she/he prolongs such leave in the manner provided for in (a)(iv).

ARTICLE 16 – LEAVE OF ABSENCE (cont'd)

(g) Upon returning from pregnancy/maternity, adoption or parental leave, the employee resumes her/his position. In the event that the position has been abolished, the employee is entitled to the advantages, e.g. bumping, transfer rights, that she/he would have benefited from had she/he been at work.

(h) 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.

(i) **Extended Parental Leave Without Pay**

An employee, who has completed nine (9) months service before the anticipated birth or adoption of a child is entitled to extend the total period of leave without pay to a maximum duration of two (2) years, to prolong pregnancy/maternity, adoption, spousal birth or parental leave, with seniority continuing to accumulate.

During the extended parental leave period the Employer agrees to pay all hospital and medical and group life premiums. 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 entitlement will not be reduced.

(j) While on pregnancy/maternity, adoption or parental leave an employee does not have to pay for her/his parking space, and a space will be available for her/him on their return.

(k) 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.

(l) 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.

ARTICLE 16 – LEAVE OF ABSENCE (cont'd)**16.06 Supplemental Unemployment Benefits (SUB)**

- (a) Employees who have completed nine (9) months service prior to commencement of leave as described in 16.05(a), (b) or (c) shall be entitled to Employment Insurance (E.I.) SUB payments. During the EI two (2)-week waiting period the Employer shall pay 95% of the employee's normal basic salary. During the following fifteen (15) weeks in the case of pregnancy/maternity leave or thirty-five (35) weeks in the case of adoption or parental leave, the Employer shall supplement the weekly EI payments up to 95% of the employee's basic salary. In the case of adoption leave, during the following fifteen (15) week period, the Employer shall continue to pay the difference between the maximum E.I. payment, which was received during the initial thirty-five (35) week period and 95% of the employee's basic salary during the initial thirty-five (35) week period.
- (b) It is understood between the parties that payment of the SUB is governed by the Employment Insurance Act which, under CUPE's approved plan, requires that:
- (i) The combined weekly level of E.I. benefits and SUB payments and other earnings not exceed 95% of the employee's normal weekly earnings during the actual employment insurance period;
 - (ii) Employees disentitled or disqualified from receiving employment insurance benefits be ineligible for SUB payments under this Article except if serving the E.I. waiting period;
 - (iii) The right to SUB payments be solely for supplementation of employment insurance benefits during the government-approved payment period (to a maximum of fifty (50) weeks for maternity leave, or thirty-five (35) weeks for parental leave);
 - (iv) In order to receive SUB payments, employees must make application for and be in receipt of employment 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 of severance pay benefits are not reduced or increased by payments received under this plan.

ARTICLE 16 – LEAVE OF ABSENCE (cont'd)

- (c) Employees on pregnancy/maternity or parental leave who receive E.I. maternity or parental benefits may be required by Revenue Canada to reimburse to Revenue Canada a portion of said benefit 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.

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 the birth father or adoptive parents have the option of coverage under either the spousal birth leave or parental leave provisions - not both.

ARTICLE 16 – LEAVE OF ABSENCE (cont'd)**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 one-hundred (100) days provided for in Article 3.04(a) are included in the above-mentioned three (3) weeks.
- (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.
- (f) An employee returning from an approved leave of absence which permitted him/her to serve in a full-time elective public office or full-time elective office within a provincial federation of labour or the CLC shall be placed in the position occupied prior to the leave and in the office in which the employee worked prior to the leave provided that such position is vacant or filled temporarily not permanently.

ARTICLE 16 – LEAVE OF ABSENCE (cont'd)

If the returning employee has established residence in another city during the leave, the employee may request placement in the city where their residence has been established, provided that a position for which they are qualified is vacant or filled temporarily not permanently. If such a position is not available in either case, the employee shall be placed by the Employer in an equivalent position for which they are qualified in the office in which the employee previously worked.

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.

An employee returning from an approved leave of absence shall be placed in the position the employee occupied prior to the leave provided that the leave is for a period of two (2) years or less, or where such position is vacant or filled temporarily, not permanently.

An employee on leave extending beyond two (2) years will be required to re-establish active employment with CUPE, through the posting procedures. Otherwise their leave will automatically be extended until such time as they are able to gain an active position within CUPE.

An employee will be required to re-establish employment with CUPE within a period of five (5) years from the initial commencement of the leave. Otherwise they will be deemed to have terminated their employment with CUPE.

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.

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 The Employer agrees to establish a working committee comprised of one representative of the National Health and Safety Department, one representative from each union (CSU/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.
- 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 they have reasonable grounds to believe that it would present a danger to their health or safety to do so or where it would be contrary to applicable federal, provincial and municipal legislation or regulations.

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 Green Shield Health Care Plan or its equivalent or better. It is further understood that Quebec employees enrolled in the SSQ Plan prior to January 1, 2000 may, if they so desire, continue to be covered by the S.S.Q. Plan. All other employees shall be covered by the Green Shield Plan.

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

All extended health and dental benefits shall continue to accrue to all retirees, widows, widowers and their dependents when not covered by provincial government programs.

19.02 **Group Life Insurance**

The existing group insurance plan will provide for coverage on the basis of three times (3) 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 sixty-five (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 \$15,000.00 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.

ARTICLE 19 – EMPLOYEE BENEFITS (cont'd)**19.04 Pension Plan**

The Pension Plan shall be administered by a Joint Board of Trustees in accordance with the Trust Agreement jointly developed by ATSU, CSU and OPEIU Local 491.

The Pension Plan shall include a permanent bridge benefit equal to the maximum allowable under the legislation for all employees who were active members of the pension plan as of December 31, 1997. The parties agree that only CUPE service will be considered in determining individual employee bridge benefit entitlements.

The Pension Plan shall be amended to provide that, if at any time the going concern assets of the fund exceed the going concern liabilities, the dispositions of such excess (surplus) shall be determined through collective bargaining. The parties agree that the determination of the amount of surplus referred to herein shall be made by the Joint Board of Trustees after consultation with the Settlers and the actuary and as a result of the actuary taking into account the needs, obligations and future liabilities of the 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.

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 the trustees and which are allowed by government legislation.

ARTICLE 19 - EMPLOYEE BENEFITS (cont'd)

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.

The parties reaffirmed that mandatory retirement age is sixty-five (65), i.e. the same as the normal retirement age.

19.05 Workers' Compensation Act

All employees shall be covered by the Workers' Compensation Act. An employee prevented from performing their 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 their 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. Where a WCB does not permit top up of WCB benefits without reducing such benefits, the Employer agrees that full pay and benefits will be maintained. In order to continue receiving their regular salary, the employee shall assign their 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.

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.

ARTICLE 19 – EMPLOYEE BENEFITS (cont'd)

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 benefit plans which includes but is not limited to life insurance, extended health benefits, long term disability, provincial medicare, dental benefits, voluntary leave, shall be agreed upon by the union and employer.

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

19.09 Optical Care

Effective January 1, 2001, the Employer shall provide for a vision care plan to a maximum of \$500.00 per twenty-four (24) month period. The maximum \$500.00 coverage cycle will recommence after twelve (12) months when a person's prescription changes.

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 recommend changes and additions to the parties on the employee benefit plans which include, but is not limited to, life insurance, extended health benefits, long-term disability, provincial medicare, dental benefits, voluntary leave.

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 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, one point four (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 their 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 23 – NO DISCRIMINATION**23.02 Harassment 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 without reprisal.

Harassment is a form of discrimination and includes personal harassment. Harassment shall be defined as any improper behaviour by a person which is offensive to any employee and which that person knows or ought reasonably to have known would be inappropriate or unwelcome. It comprises objectionable conduct, comment or display made on either a one-time or continuous basis that demeans, belittles or causes personal humiliation or embarrassment to an employee.

The parties to this Agreement will work together to ensure that all employees, and CUPE members understand their personal responsibility to promote a harassment-free working environment.

ARTICLE 24 – GENERAL**24.01 Union Label**

All typewritten and word processed work in the office of the Employer shall bear the OPEIU Local 491 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 ninety (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 thirty (30) days of receipt of the collective agreement format; and
- (c) Provide official recognition of both the English and French texts of the agreement.
- (d) All schedules herein referred to and/or attached to this Agreement are deemed to form an integral part of this 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.

ARTICLE 24 – GENERAL (cont'd)**24.05 Affirmative Action**

It is agreed the Employment Equity Memorandum of Agreement of September 6, 1996 is incorporated into the collective agreement and shall be administered as follows:

1. a) A Joint Committee shall be formed consisting of four (4) members appointed by the Employer and four (4) members appointed by the Union. Either Party shall be entitled to advisors to assist their respective committee members.
 - b) Either Party may appoint alternate committee members as required.
 - c) The Employer and the Union shall each delegate one (1) of its representatives to act as co-chairperson.
 - d) The Committee shall meet as set out in the Memorandum of Agreement or as requested by either party as needed.
 - e) The Employer agrees to provide information upon request to the Committee necessary for it to fulfil its mandate pursuant to the Memorandum of Agreement.
2. The Employer agrees it will not agree to any employment equity matter with another Union which may conflict with any provision of this Collective Agreement.
 3. The Employer will assume all costs related to the functioning of the Committee.

24.06 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 they have advised their immediate supervisor that they will be attending to EAP work for a pre-arranged period of time.

ARTICLE 24 – GENERAL (cont'd)**24.07 Staff Union Representation on National Executive Board**

1. The President or designate of 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.

24.08 Inclement Weather

Where the Employer authorizes employees to leave prior to the end of their regularly scheduled work day or not to report to work because of inclement weather, such employees shall not suffer any loss of salary or benefits.

24.09 Electronic Monitoring, Surveillance, Employee Confidentiality

1. Electronic monitoring and surveillance shall not be used for the purposes of individual work measurement of employees.
2. Surveillance cameras, any technology or systems capable of monitoring employees or their work and any other related equipment shall not be used in employee occupied areas without the knowledge of employees in the area.

At no time shall video taping or any other form of electronic tracking or monitoring of employees, work output or attendance in or at a particular location be allowed for the purpose of random surveillance, audits or assessing discipline. At no time may such systems be used as a means to gather evidence in support of disciplinary measures. The Union shall be advised, in writing, of the location and purpose of all surveillance cameras and the reason for installation of such equipment.

ARTICLE 24 – GENERAL (cont'd)

3. The Employer shall not release any information to any person or agency about an Employee with regard to any personal or work-related matter without the express written permission of the Employee. In the event the Employer is required by law to disclose information of a personal or work related nature to a person or agency the Employer shall advise the Employee forthwith of all particulars of such disclosure. Notwithstanding the foregoing the Employer may however choose to disclose information due to concerns for employee(s) safety. When the Employer uses technology that can identify employee's access, these records will not be released to any person or agency without the written permission of the Employees.

4. The Employer agrees that any and all "E-Mail" transmissions or correspondence are confidential and private between the sender and intended recipient. Any such correspondence or transmissions shall not be monitored, read or disclosed by the Employer or its representatives to any person or agency. Storing, processing, displaying, sending or otherwise transmitting offensive or obscene language or material is prohibited. This includes any material, which could be interpreted as racist, homophobic, sexist, pornographic or sexually harassing; or classified as hate material.

ARTICLE 25 – STAFF DEVELOPMENT AND WORKLOAD COMPLAINT COMMITTEES

25.01 Staff Development Committee

The parties recognize that workload (including staff training, education, equipment and skill development needs), technology (equipment and software), and staff development issues have to be addressed on an ongoing basis. This should include the evaluation of national and regional needs, including the potential value of establishing regional committees.

The parties agree to establish a joint committee of three (3) members selected by the Union, and three (3) members selected by the Employer. The Committee shall meet twice per year, unless otherwise agreed by the parties.

Members of the committee shall suffer no loss of salary while carrying out their functions. The Employer shall be responsible for all costs related to Committee meetings.

The Committee shall make recommendations to the National Secretary-Treasurer who shall respond within thirty (30) days.

Unresolved matters shall be referred to the Labour-Management Committee for resolve.

25.02 Workload Complaint Committee

A Committee will be established consisting of two (2) members selected by the Union, the appropriate Regional Director, and a representative from the Human Resources Office, to investigate complaints submitted by employees related to workload issues.

Upon completion of its investigation, the Committee will implement such appropriate remedy. However, where significant costs are involved, the Committee will forward a report outlining the appropriate recommendations to the National Secretary-Treasurer who shall respond within thirty (30) days.


It is understood that the Committee will operate by consensus.

ARTICLE 26 – TERM OF AGREEMENT


26.01 This Agreement, signed on this 14th day of June 2004, shall be effective from January 1st, 2002 and shall remain in full force and effect until December 31st, 2005 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:

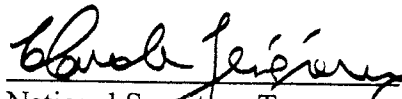
FOR THE UNION:



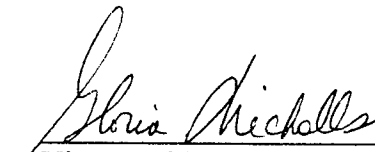
National President



President



National Secretary-Treasurer



Vice-President

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, 2005.

	01-Jan-02		01-Jul-02	
	Start	1-year	Start	1-year
Administrative Assistant	952.69	966.73	962.22	976.39
Research Assistant				
Technology Assistant				
Job Evaluation Assistant				
Legal Analyst				
Wage & Salary Analyst				
Senior Collective Agreement Analyst				
Bookkeeper I	916.08	934.28	925.24	943.62
Executive Secretary	896.15	914.38	905.11	923.52
Senior Secretary				
Technology Analyst				
Collective Agreement Analyst				
Information Clerk I				
Personnel Clerk	882.91	901.12	891.74	910.13
Bookkeeper II				
Information Clerk II	877.59	895.80	886.36	904.76
Secretary (1-clerical office)	873.12	891.37	881.85	900.28
Part-Time Secretary (1-clerical office)	29.10 /hr	29.71 /hr	29.40 /hr	30.01 /hr
Purchasing & Receiving Clerk	871.94	890.14	880.66	899.05
Secretary	858.98	877.17	867.57	885.94

APPENDIX "A"

SALARY SCHEDULE (cont'd)

	01-Jan-02		01-Jul-02	
	Start	1-year	Start	1-year
Part-Time Secretary	28.62 /hr	29.24 /hr	28.91 /hr	29.54 /hr
Clerk-Typist (1-clerical office) Statistical Clerk-Typist	845.44	863.65	853.89	872.29
Part-Time Clerk-Typist	27.72 /hr	28.22 /hr	28.00 /hr	28.51 /hr
Clerk-Typist Receptionist Clerk-Typist Receptionist Machine Operator	831.38	846.69	839.70	855.16

Plus 7% over the rate for bilingualism

APPENDIX "A"

SALARY SCHEDULE (cont'd)

	01-Jan-03		01-Jul-03	
	Start	1-year	Start	1-year
Administrative Assistant	981.46	995.92	991.28	1,005.88
Research Assistant				
Technology Assistant				
Job Evaluation Assistant				
Legal Analyst				
Wage & Salary Analyst				
Senior Collective Agreement Analyst				
Bookkeeper I	943.75	962.49	953.19	972.12
Executive Secretary	923.22	941.99	932.45	951.41
Senior Secretary				
Technology Analyst				
Collective Agreement Analyst				
Information Clerk I				
Personnel Clerk	909.58	928.33	918.67	937.62
Bookkeeper II				
Information Clerk II	904.09	922.86	913.13	932.09
Secretary (1-clerical office)	899.49	918.29	908.48	927.47
Part-Time Secretary (1-clerical office)	29.98 /hr	30.61 /hr	30.28 /hr	30.92 /hr
Purchasing & Receiving Clerk	898.27	917.03	907.25	926.20
Secretary	884.92	903.66	893.77	912.70
Part-time Secretary	29.49 /hr	30.12 /hr	29.79 /hr	30.43 /hr

APPENDIX "A"

SALARY SCHEDULE (cont'd)

	01-Jan-03		01-Jul-03	
	Start	1-year	Start	1-year
Clerk-Typist (1-clerical office) Statistical Clerk-Typist	870.97	889.74	879.68	898.63
Part-Time Clerk-Typist	28.56 /hr	29.08 /hr	28.83 /hr	29.37 /hr
Clerk-Typist Receptionist Clerk-Typist Receptionist Machine Operator	856.49	872.26	865.05	880.98

Plus 7% over the rate for bilingualism

APPENDIX "A"

SALARY SCHEDULE (cont'd)

	01-Jan-04		01-Jul-04	
	Start	1-year	Start	1-year
Administrative Assistant	1,011.10	1,026.00	1,031.32	1,046.52
Research Assistant				
Technology Assistant				
Job Evaluation Assistant				
Legal Analyst				
Wage & Salary Analyst				
Senior Collective Agreement Analyst				
Bookkeeper I	972.25	991.56	991.69	1,011.39
Executive Secretary	951.10	970.44	970.12	989.85
Senior Secretary				
Technology Analyst				
Collective Agreement Analyst				
Information Clerk I				
Personnel Clerk	937.05	956.37	955.79	975.50
Bookkeeper II				
Information Clerk II	931.39	950.73	950.02	969.74
Secretary (1-clerical office)	926.65	946.02	945.19	964.94
Part-Time Secretary (1-clerical office)	30.89 /hr	31.53 /hr	31.51 /hr	32.17 /hr
Purchasing & Receiving Clerk	925.40	944.72	943.90	963.61
Secretary	911.65	930.95	929.88	949.57
Part-Time Secretary	30.38 /hr	31.03 /hr	30.99 /hr	31.65 /hr

APPENDIX "A"

SALARY SCHEDULE (cont'd)

	01-Jan-04		01-Jul-04	
	Start	1-year	Start	1-year
Clerk-Typist (1-clerical office) Statistical Clerk-Typist	897.27	916.61	915.22	934.94
Part-Time Clerk-Typist	29.41 /hr	29.95 /hr	30.00 /hr	30.55 /hr
Clerk-Typist Receptionist Clerk-Typist Receptionist Machine Operator	882.36	898.60	900.00	916.58

Plus 7% over the rate for bilingualism

APPENDIX "A"

SALARY SCHEDULE (cont'd)

	01-Jan-05		01-Jul-05	
	Start	1-year	Start	1-year
Administrative Assistant	1,051.95	1,067.45	1,072.99	1,088.80
Research Assistant				
Technology Assistant				
Job Evaluation Assistant				
Legal Analyst				
Wage & Salary Analyst				
Senior Collective Agreement Analyst				
Bookkeeper I	1,011.53	1,031.62	1,031.76	1,052.25
Executive Secretary	989.52	1,009.65	1,009.31	1,029.84
Senior Secretary				
Technology Analyst				
Collective Agreement Analyst				
Information Clerk I				
Personnel Clerk	974.90	995.01	994.40	1,014.91
Bookkeeper II				
Information Clerk II	969.02	989.14	988.40	1,008.92
Secretary (1-clerical office)	964.09	984.24	983.37	1,003.92
Part-Time Secretary (1-clerical office)	32.14 /hr	32.81 /hr	32.78 /hr	33.46 /hr
Purchasing & Receiving Clerk	962.78	982.89	982.04	1,002.54
Secretary	948.48	968.56	967.45	987.93
Part-Time Secretary	31.61 /hr	32.29 /hr	32.24 /hr	32.93 /hr

APPENDIX "A"

SALARY SCHEDULE (cont'd)

	01-Jan-05		01-Jul-05	
	Start	1-year	Start	1-year
Clerk-Typist (1-clerical office) Statistical Clerk-Typist	933.52	953.64	952.19	972.71
Part-Time Clerk-Typist	30.60 /hr	31.16 /hr	31.21 /hr	31.79 /hr
Clerk-Typist Receptionist Clerk-Typist Receptionist Machine Operator	918.00	934.91	936.36	953.61

Plus 7% over the rate for bilingualism

APPENDIX "B"

LIST OF RELIGIOUS HOLIDAYS

Jewish

- Jewish New Year (two (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

RE: ARTICLE 11.09 – COST-OF-LIVING BONUS

The parties acknowledge and agree that as per the Memorandum of Agreement signed on September 9, 2000, changes to the appropriate cost-of-living index figures, in this Article, are housekeeping changes only and not substantive changes and that similar housekeeping changes should be made in future collective agreements unless otherwise negotiated.

APPENDIX "F"**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 "G"

LETTER OF UNDERSTANDING

AD HOC INDEXING

Pensions of all persons in receipt of pension benefits pursuant to the CUPE Employees' Pension Plan will be adjusted 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.

The parties agree that the cost of ad hoc indexing shall be paid from the Pension Fund in accordance with Section 13.4 of the Pension Plan.

Employer contributions are determined pursuant to Section 4.5 of the Pension Plan.

APPENDIX "H"**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 "I"**LETTER OF UNDERSTANDING****HARASSMENT POLICY (ARTICLE 23.02)**

1. CUPE and OPEIU agree that the purpose of this letter of Understanding is to establish an expedited dispute resolution process for complaints made pursuant to Article 23.02 of the Collective Agreement. For the duration of the Letter of Understanding, this process is in lieu of the grievance procedure in Article 4.
2. An employee who believes they have been the subject of harassment within the meaning of Article 23.02 has the choice to first endeavour to resolve the matter informally, with or without the assistance of OPEIU as the employee may wish, or formally lodge a complaint through OPEIU. If the matter is not resolved within ten (10) working days of being raised, OPEIU shall inform the Manager of Human Resources prior to taking further action. The notice to the Manager of Human Resources shall include a description of the particulars and circumstances giving rise to the complaint. If the matter remains unresolved to the employee's satisfaction after the passage of fifteen (15) working days from the notice forwarded to the Manager of Human Resources, OPEIU may make a complaint under paragraph #3 below.
3. A complaint under Article 23.02 shall be referred to expedited arbitration. A copy of the complaint will be given to the respondent person(s) and the CUPE Human Resources Manager. The complaint shall describe the particulars and circumstances giving rise thereto, and the remedy sought.
4. Within fifteen (15) days of the receipt of the complaint, the matter shall be referred to expedited arbitration. Every effort shall be made to conclude the hearing within thirty (30) days, including, where necessary, the publication of an award.
5. The expedited arbitrator may, at his or her discretion, seek to mediate a resolution of the matter.
6. An award by the expedited arbitrator shall be final and binding. In making the binding award, the expedited arbitrator shall not amend or modify the Collective Agreement. However, in addition to the binding award, the expedited arbitrator may make non-binding recommendations which they consider appropriate in the circumstances.

APPENDIX "I" (cont'd)

LETTER OF UNDERSTANDING

HARASSMENT POLICY (ARTICLE 23.02)

7. The roster of expedited arbitrators shall be as in Appendix "L" of the Collective Agreement.
8. Time limits may be extended by agreement between CUPE and OPEIU.
9. Fees and expenses of the expedited arbitration shall be shared equally by CUPE and OPEIU.

APPENDIX "J"

LETTER OF UNDERSTANDING

September 25, 2003

Claude Généreux
National Secretary-Treasurer

Dear Brother Claude:

For greater clarification, it is understood that if the employer's contribution to the pension plan is actuarially required to increase above the present 11.5%, the unions agree that the Employer contribution will be reduced back to the 11.5% level when the performance of the plan allows.

Further, the unions take the position, as we have always done in past negotiations, that we are firmly committed to look at all the issues of concern for the unions and the Employer when negotiating around surplus disposition. In the event of the above paragraph we agree that this is a matter that will be considered when negotiating any surplus disposition.

Karen McNama

Stan Marshall

Lin Pennesi

APPENDIX "K"**LETTER OF UNDERSTANDING****PROPORTIONATE COMPENSATION REVIEW**

The parties agree to seek the assistance of a mutually agreed to arbitrator to undertake an analysis of the various classifications of positions within CUPE, including the four (4) factors of: Skill, Effort, Responsibility and Working Conditions, with a view to objectively determining an appropriate level of proportionate compensation between classifications covered by the different bargaining units within CUPE. The parties agree that the results of this review are for information purposes only.

APPENDIX "L"

ARBITRATORS

British Columbia

Judi Korbin
Marguerite Jackson
Vince Ready

Alberta

David Elliott
Allen Ponak
Phyllis Smith

Saskatchewan

Dan Ish
Ken Norman

Manitoba

Donald Baizley
Paul Teskey

Ontario

Felicity Briggs
Gerald Charney
Paula Knopf
Gail Brent

Quebec

Marie-France Bich
Jean-Pierre Lussier
Lyse Tousignant

Atlantic/Maritimes

Brian D. Bruce
Bruce Outhouse
Dr. Ranee Panjabi
Milton Vienot

APPENDIX "M"**LETTER OF UNDERSTANDING****FIRST DAY OUT-OF-TOWN INCIDENTAL EXPENSES GUIDELINE**

The following is recommended as a guideline to be used when submitting first day out-of-town unreceipted expense claims.

- 1) Where a breakfast meal would normally be taken and it is not otherwise provided at the event attended: \$17.00.
- 2) Where a lunch meal would normally be taken and it is not otherwise provided at the event attended: \$20.00.
- 3) Where a supper meal would normally be taken and it is not otherwise provided at the event attended:

January 1, 2002	-	\$29.00
January 1, 2003	-	\$31.00
January 1, 2004	-	\$34.00
January 1, 2005	-	\$37.00

APPENDIX "N"**LETTER OF UNDERSTANDING****CLAIMS REVIEW RE: DENTAL SPECIALISTS**

For a trial period, extending for the length of this collective agreement CUPE will review all claims, currently outstanding, or made subsequent to date of ratification, for services rendered resulting from referrals from general dental practitioners to dental specialists, as required, on a case by case basis. This review will be undertaken with a view to resolution of the claims. Problems are to be brought to the attention of the Human Resources Manager or designates. This trial period will be to determine/assess, experience and be subject to negotiations during the renewal period for this agreement.

APPENDIX "O"
LETTER OF UNDERSTANDING
ORIENTATION

The Employer agrees to develop, in consultation with OPEIU, an orientation program for new permanent employees and new temporary employees hired for a period of three (3) months or more, which will be implemented within a year of ratification by the parties.

APPENDIX "P"

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 "Q"**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 "R"
LETTER OF UNDERSTANDING
PENSION FUND SOLVENCY

The parties agree that in the event that solvency deficiencies will require CUPE to make "special payments" into the pension fund, notwithstanding that surplus may exist on a going concern basis, these payments plus interest at the rates earned on the fund in each year, (net of investment expenses) shall not be used for the purpose of improving pension benefits, unless otherwise unanimously agreed by the parties, but rather shall be returned to CUPE in the form of reduced contributions, when the deficiencies have been eliminated. This will not be deemed to the taking of a voluntary contribution holiday pursuant to the terms of Appendix "X".

APPENDIX "S"**LETTER OF AGREEMENT****PENSION PLAN SURPLUS**

The reported estimated pension fund surplus as at January 1, 2003 is \$7,760,400.

The following estimated pension benefit costs have been included in the reported liabilities of the pension fund valuation as at January 1, 2003:

• Pension indexing 2004, 2005	\$4,800,000
• Increased Maximum Life Time Benefit	\$3,052,000
• Amendment of the Bridge Benefit to include Active Plan members as of December 31, 1997	\$ 722,000

The parties have agreed that the costs of the following be recovered from allocations of the reported surplus:

• Severance Enhancement Reserve	\$1,140,200
• Appendix "Y"	\$ 400,000

It is further agreed that the full monthly payment of the provincial medicare, extended health, dental and life insurance premiums for all retirees; and the payment of the provincial medicare, extended health and dental premiums for all retiree widows, widowers, and their dependents, when not covered by provincial government programs, will be paid from the said surplus. The premiums will be paid by CUPE from general revenues and payments recovered from the surplus through corresponding reduction of the Employer's 11.5% contribution.

The above shall apply for the life of this collective agreement.

APPENDIX "T"**LETTER OF UNDERSTANDING****RE: USE OF COMPUTERS AND ELECTRONIC MAIL**

The Employer recognizes that the introduction of new computers and electronic mail has raised a number of important concerns among OPEIU Local 491 members. To address these concerns, the Employer agrees to the following:

- 1) Issues relating to the use of computers and electronic mail by OPEIU Local 491 members will be discussed on a regular basis by the Computer Users' Group and at Labour/Management meetings.
- 2) No permanent employee shall be laid off, suffer a reduction in basic earnings or have their regular hours reduced by the Employer or be denied regular negotiated wage increases as a result of the implementation of new computers, systems, software or electronic mail. The overall level of skills and qualifications necessary to carry out the employees' duties will not deteriorate as a result of the introduction of new technology or systems.
- 3) As employees' duties evolve as a result of the introduction of new technology or systems, the Employer agrees to work with OPEIU Local 491 to ensure that a challenging and meaningful work environment is maintained, in which employees are provided with work and responsibilities which require comparable or greater skills.

APPENDIX "U"

LETTER OF UNDERSTANDING

**CAREER DEVELOPMENT FOR OPEIU 491 MEMBERS AS IT RELATES TO
TECHNOLOGICAL CHANGES**

The parties agree that a joint Union/Management Committee be struck to:

1. Discuss the issue of work assignment of OPEIU members, with a mandate to look at the following broad areas:
 - Job opportunities and job security;
 - Redistribution of work assignments;
 - Career development for OPEIU 491 members.

2. The mandate of this committee would take place within the following broad framework:
 - Respect for the work performed by all members of the bargaining unit;
 - Technological changes in OPEIU work should produce more interesting work and more efficient production;
 - Job security for current employees;
 - Redistribution of some tasks and appropriate remuneration attached thereto.

3. The joint committee will prepare a report and recommendations in consultation with staff, management staff and National Officers, to be presented to the Union and CUPE Management no later than the spring of 1999. If agreement can be reached, the recommendations could be acted on prior to the next round of collective bargaining.

APPENDIX "V"**LETTER OF UNDERSTANDING****WORK REINTEGRATION PROGRAM**

CUPE and OPEIU Local 491 are jointly committed to facilitating the reintegration of employees who have suffered a temporary disability/illness back into the workplace. As a result, the Employer and the union will implement a work reintegration program to assist ill/disabled employees in their return to work based on the reintegration needs of the returning employee. It is understood that work reintegration will not normally exceed two (2) months.

Upon a request by an employee to return to work with modified duties, as recommended, in detail, through the information provided by their personal physician or counselor with respect to their restriction(s), a representative of the union, the employee's Director (or designate), an Employer representative and the returning employee, will meet within ten (10) days to review the reintegration needs of the employee. These may include an orientation to changes in the workplace, training on any changes to the work that have occurred while the employee was off and a gradual return to full-time duties.

APPENDIX "W"**LETTER OF UNDERSTANDING****CUPE PENSION PLAN SURPLUS**

The amount of the January 1, 2000 Pension Plan surplus as adjusted September 1, 2000 (adjusted for the fund's rate of return on the market value basis) remaining after the payment of retiree health benefits referred to in Appendix "S" and lower income Pension top up referred to in Appendix "Y" shall be designated to provide pre-funding for indexing of the Pension Plan.

APPENDIX "X"

LETTER OF UNDERSTANDING

PENSION SURPLUS AND CEU PENSION TRUSTEES

1. Notwithstanding the voluntary recognition afforded to the CEU in the CSU, ATSU, OPEIU collective agreements, the parties agree that this in itself does not recognize CEU as the successor to ATSU for the purposes of the Trust Agreement document.
2. The Employer agrees that it shall not voluntarily take a contribution holiday.

APPENDIX "Y"

LETTER OF UNDERSTANDING

CUPE PENSION PLAN BENEFIT

A one time payment in each of the years 2002, 2003, 2004 and 2005 shall be paid from the CUPE Pension Plan surplus to provide for a minimum annual CUPE Pension Plan Benefit of \$15,000.00 to retirees whose annual CUPE Pension Plan Benefits are less than \$15,000.00. The above notwithstanding such payments shall be made only to those retirees who received a similar payment in 1999.

APPENDIX "Z"

LETTER OF UNDERSTANDING

APPLICATION OF ARTICLE 19.04

The parties agree to the following for the purposes of clarifying the administration of Article 19.04, as amended in the Memorandum of Agreement signed by the parties on September 25, 2003.

The Pension Plan shall include a permanent bridge benefit equal to the maximum allowable under the legislation for all employees who were active members of the pension plan as of December 31, 1997. The parties agree that only CUPE service will be considered in determining individual employee bridge benefit entitlements for those eligible employees who became active members of the pension plan after December 3, 1996.

Employees who were active members of the pension plan on or before December 3, 1996 shall continue to have all pensionable service including CUPE pensionable service and pensionable service transferred into the CUPE Pension Plan considered in determining individual employee bridge benefit entitlements.

APPENDIX "AA"

LETTER OF UNDERSTANDING

JOINT AD HOC COMMITTEE OF THE SETTLORS

The parties agree to establish a Joint Ad Hoc Committee of the Settlers comprising up to two (2) members from each of the Staff Unions and up to two (2) representatives from CUPE, to discuss matters related to the CUPE Pension Plan that may arise during the life of this Collective Agreement.

The cost of this Committee will be born by the Employer.

