

COLLECTIVE AGREEMENT

BETWEEN

CUPE

CANADIAN UNION OF PUBLIC EMPLOYEES

AND

**CANADIAN STAFF UNION
NATIONAL OFFICE COMPONENT**



2010 – 2013

COLLECTIVE AGREEMENT

**THIS AGREEMENT MADE AND ENTERED INTO
THIS 1ST DAY OF JANUARY 2010**

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES (CLC)
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)
OF THE FIRST PART**

AND

**CANADIAN STAFF UNION
NATIONAL OFFICE COMPONENT
(HEREINAFTER REFERRED TO AS THE “UNION”)
OF THE SECOND PART**

2010 - 2013

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ARTICLE 1 – PREAMBLE

1.01 Whereas it is the desire of both parties to this Agreement:

- (a) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (c) To encourage efficiency in operation.
- (d) To promote the morale, well being and security of all the employees in the bargaining unit of the Union.

1.02 And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

Now, therefore, the parties agree as follows:

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the “Union” as the sole and exclusive bargaining agent for all employees of the Employer, save and except the National Officers, the Human Resources Manager, and those employees covered by the Collective Agreements between the Employer and the following Unions:

- (a) The Canadian Staff Union;
- (b) The Canadian Office and Professional Employees Union, Local 491;
- (c) The Confidential Employees Union representing Executive Assistants, Managing Directors and Administrative Officers in the National President’s Office and Human Resources Department.

And hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

2.02 Employees shall not be permitted to make any written or verbal agreement with the Employer or the Employer's representative which conflicts with the terms of this Collective Agreement. If an employee requests a leave of absence, as provided for under Article 15.02 and 15.06, the Employer shall provide the Union with a copy of the written request for such leave.

2.03 Should the Union change its name, affiliate or merge with any other union, or group of unions, the resulting entity shall retain all privileges and rights of the former union, and the existing Collective Agreement shall remain in force.

2.04 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 within the bargaining unit. The Employer shall not exercise its rights to direct the working force in an arbitrary and discriminatory manner, nor shall these rights be used in a manner which would deprive present employees of their employment, unless through just cause; subject to the terms of this Agreement.

ARTICLE 3 – UNION SECURITY

3.01 All Employees To Be Members

All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union from the date of hire.

3.02 The Employer shall deduct from every employee any monthly dues, initiations, or assessments levied, in accordance with the Union Constitution and/or By-Laws, owing to the Union.

3.03 Deductions shall be made from each payroll period and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made.

ARTICLE 4 – CORRESPONDENCE

- 4.01** All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the National Officers and the President of the Union with copies to be forwarded to the Vice-President, Recording Secretary and Grievance Committee Chairperson.
- 4.02** When any person or group of persons make written slanderous or derogatory statements pertaining to any member of the Union, the National Officers shall immediately forward to the employee concerned and to the Union, in writing, a copy of such statements and their source.
- 4.03** Any correspondence between CUPE and any member of the bargaining unit arising out of this agreement or incidental thereto shall be copied to the Table Officers of the Union Executive. This correspondence may be electronic where applicable.

ARTICLE 5 – LABOUR-MANAGEMENT COMMITTEE

- 5.01** 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 shall meet a minimum of two (2) times yearly during working hours. A meeting of the Committee shall be held within fifteen (15) days of a request by either party. Each party shall notify the other of their representatives on the Labour-Management Committee.
- 5.02** During the term of the Collective Agreement, matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, and other working conditions, etc., shall be referred to the Labour Management Committee for discussion and settlement.

ARTICLE 6 – BARGAINING COMMITTEE

- 6.01** The Union Bargaining Committee shall consist of three (3) members. The Union shall notify the Employer of the members of this Committee.
- 6.02** In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than ten (10) calendar days after the request has been given.
- 6.03** Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the privilege of attending Committee meetings held within working hours without loss of remuneration.
- 6.04** 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 benefit plans and all other technical information and reports required for collective bargaining purposes.

ARTICLE 7 – RESOLUTIONS AND REPORTS OF THE BOARD

- 7.01** Copies of all changes in policies or rules and regulations adopted by the Board which affect the members of the Union are to be forwarded to the Union.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Definition of Grievance

A grievance shall be defined as a difference arising between the Employer and any employee or the Union, relating to the interpretation, application or administration of this Agreement, including any questions as to whether the Employer has acted unjustly or whether a matter is arbitrable.

8.02 The Union shall notify the Employer of the members of the Union's Grievance Committee as designated by the Union from time to time. It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he/she has first given his/her immediate supervisor an opportunity of adjusting his/her complaint. If an employee has a complaint, he/she shall discuss it with his/her immediate supervisor. Failing settlement it may then be taken up as a grievance. At the request of either the immediate supervisor or the employee, a member of the Grievance Committee shall be present during such discussion.

The immediate supervisor for the purposes of this Article shall be the appropriate Managing Director, or designate, in the absence of the Managing Director.

When an employee has a grievance, the specifics of the grievance shall first be placed in writing and directed to the Grievance Committee. The Grievance Committee shall process the grievance in the following manner.

8.03 Step 1

Within fifteen (15) working days of the occurrence of the circumstances that gave rise to the grievance, or of the Union's or employee's knowledge of such circumstances, the Grievance Committee shall forward the grievance which shall include the specifics giving rise to the grievance and the specific clauses of the Collective Agreement alleged to have been contravened, to the National President and National Secretary-Treasurer of the Employer. A written reply to the grievance shall be forwarded to the Union within twenty (20) working days of receipt of the grievance. A meeting between the National President and/or National Secretary-Treasurer or their designate(s) and members of the CSU National Office Component Grievance Committee may be established within twenty (20) working days to attempt to settle the grievance.

ARTICLE 8 – GRIEVANCE PROCEDURE (cont'd)

Step 2

Arbitration proceedings may commence within fifteen (15) working days following the non-acceptance of the decision of the National Officers of the Employer. The matters in dispute shall be submitted to an arbitrator selected from the following list, in rotation starting from No. 1.

- | | | | |
|----|----------------|----|-----------------|
| 1. | Chris Albertyn | 5. | Kathleen O'Neil |
| 2. | Jane Devlin | 6. | Pam Picher |
| 3. | David Kates | 7. | Doug Stanley |
| 4. | Brian Keller | | |

Both parties shall request the first name in the 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 seven are unable to act, then the Employer and/or the Union shall request the Office of Arbitration of the Ontario Ministry of Labour to appoint an arbitrator.

8.04 Both parties will endeavour to ensure that the arbitration process resolves disputes expeditiously but will not thereby sacrifice any responsibilities or rights.

8.05 The expenses of the Arbitrator shall be borne in equal amount by the Employer and the Union.

8.06 The decision of the Arbitrator shall be considered an order of compliance by both parties to this Agreement.

8.07 Replies in Writing

Replies to grievances shall be in writing at all stages. The grievor shall be copied on all replies.

8.08 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meetings.

ARTICLE 8 – GRIEVANCE PROCEDURE (cont'd)

8.09 Supplementary Agreements

Supplementary Agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 9 – DISCHARGE, SUSPENSION AND DISCIPLINE

9.01 Discipline and Discharge

- (a) When any person or group of persons make written, slanderous or derogatory statements pertaining to any member of the Union, 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.

9.02 The Employer affirms its commitment to the principle of progressive discipline, except in cases of extreme misconduct. 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.

9.03 Warnings

- (a) Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring the work up to a required standard by a given date, the Employer shall within five (5) days thereafter give written particulars of such censure, with a copy to the employee involved and the Secretary of the Union.
- (b) The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within ten (10) days of the expression of dissatisfaction. This notice shall include the particulars of the work performance which led to such dissatisfaction.
- (c) If this procedure is not followed, such expression of dissatisfaction shall not become part of the employee's record for use against him/her at any time.
- (d) The employee concerned shall have the right to reply to the written expression of censure or dissatisfaction, which reply will be placed on the employee's file.
- (e) All written documents in an employee's file of a disciplinary nature shall be removed from the file after twelve (12) months.

ARTICLE 9 – DISCHARGE, SUSPENSION AND DISCIPLINE (cont'd)

9.04 Discharge

- (a) An employee who has completed the probationary period may be dismissed but only for just cause and only upon the authority of the National Officers.
- (b) An employee who is discharged or suspended shall be given the reason in the presence of a member of the Union's Grievance Committee.
- (c) Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.
- (d) An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8, Grievance Procedure, or can opt for the following procedure:
- (e)
 - (i) The Parties agree, without prejudice to the right of the Employer to discipline and discharge for cause, and without limiting the right of the Employer to sever the employment relationship by means of a discharge, that the Employer will pay employee benefit premiums as per Article 18 and pension premiums as provided in this Agreement for a discharged person who files a grievance within the time limits provided, from the time of filing until an Arbitration Board rules on the grievance; and agree that the Employer will deposit in an account the equivalent of the regular pay of the discharged person as set out below; if and only if a grievance is processed by the Union under the expedited arbitration provisions of the *Ontario Labour Relations Act* (Section 49), and if and only if the discharged person executes a legally-binding undertaking acceptable in form to the Employer guaranteeing that he/she will pay back the Employer the Employer's full outlay on such benefit premiums should the discharged person not be reinstated by the Arbitration Board or the Employer's full outlay on such benefit premiums for any period of suspension otherwise imposed by the Arbitration Board.
 - (ii) During the period from the time of filing of a grievance until the Arbitration Board rules, the Employer shall deposit the equivalent of the regular pay of the discharged person into an interest-bearing account designated by the Union. The sum so deposited shall revert to the Employer should the discharged person not be reinstated by the Arbitration Board less the proportionate amount for any period of suspension imposed by the Arbitration Board. The sum shall be dispensed to the discharged person should he/she be reinstated by the Arbitration Board.
 - (iii) The parties further agree that similar terms re employee benefit premiums and the depositing of suspended pay shall apply to employees suspended without pay, on the same without prejudice basis as set out above and only in cases which fall within the provisos set out above respecting expedited arbitration and legally-binding undertaking.

ARTICLE 9 – DISCHARGE, SUSPENSION AND DISCIPLINE (cont'd)

9.05 Unjust Suspension or Discharge

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

9.06 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

9.07 Crossing of Picket Lines

In the event that any other employees of the Employer 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.

9.08 Personnel File

An employee or his/her designate has the right to examine his/her personnel file and copy any part thereof upon request provided a duly authorized representative of the Employer is present.

ARTICLE 10 – SENIORITY

- 10.01**(a) Seniority is defined as the length of service with the Employer in any CSU bargaining unit. Seniority shall be a major factor in determining preference and priority for promotion, transfer, lay-offs, recall and demotion. Service with either the National Union of Public Employees or the National Union of Public Service Employees or the Canadian Air Line Flight Attendants' Association shall be counted as service with the Canadian Union of Public Employees.
- (b) Seniority previously earned by current bargaining unit members in the COPE 491 or CEU bargaining units prior to October 22, 2011 shall continue to be recognized and included as CSU seniority.

10.02 Seniority List

The Employer shall maintain a Seniority List showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to all employees annually (not later than March 31st of each year) in an electronic form.

10.03 Probationary Employees

Newly hired permanent employees or temporary/term employees being appointed to a permanent position shall be on probation for a period of six (6) months from the date of appointment. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement, including the monthly transportation and mileage allowances. After completion of the probationary period, seniority shall be effective from the original date of employment.

The Union and employee shall be provided with written notice within seven (7) days of the successful completion of the probationary period. An employee who is deemed to have not successfully completed his/her probationary period shall be given the opportunity by the Employer to have the reason(s) given in the presence of a member of the Union's Grievance Committee.

ARTICLE 10 – SENIORITY (cont'd)

10.04 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 his/her current address;
- (d) are laid off for a period longer than three (3) years.

10.05 Retention of Rights and Privileges

Should the Employer merge, amalgamate or combine any of its operations or functions with another organization, the Employer, through whatever merger agreement involved, agrees that all benefits and conditions of employment held by all employees and CSU, CSU National Office Component, CEU and COPE Local 491 retirees shall be integrated and shall not be adversely affected.

10.06 Temporary Employees

- (a) Temporary employees shall be defined as employees hired for a specific job within the bargaining unit for a period of less than three (3) months duration. Temporary employees kept beyond three (3) months shall automatically attain term employee status.
- (b) Temporary employees shall not be placed on the seniority list. Temporary employees who subsequently become permanent within twelve (12) months of their temporary employment, however, shall have such service counted for all seniority-related purposes. Such service shall also be counted towards completion of the probationary period when the work involved during the temporary period is directly related to the permanent position filled.
- (c) Temporary employees shall be paid no less than the minimum salary level of the classification. Temporary employees shall also become members of the Union and the Employer shall deduct any monthly dues, assessments and initiations owing to the Union.

ARTICLE 10 – SENIORITY (cont'd)

- (d) Temporary employees on leave of absence from another employer shall be reimbursed the amount necessary to be maintained on the benefit plans of that employer, provided such costs are not to exceed that of premiums paid by CUPE on behalf of its employees.
- (e) Notice will be given to the Union within ten (10) days of the hiring of a temporary employee indicating the expected duration of employment, classification and salary level.
- (f) Temporary employees shall be provided with vacation credits as required by law. No other benefits shall be paid except for those stated in (d) above.

10.07 Term Employees

- (a) Term employees shall be defined as employees hired for a specific job within the bargaining unit for a period of no less than three (3) months and no more than two (2) years duration. Term employees kept beyond two (2) continuous years in a supernumerary position fully funded by CUPE shall automatically attain permanent status. Term employees hired or retained by CUPE, as a result of an employee being on a leave of absence will not be deemed to have been hired or working in a supernumerary position. Such term employees kept beyond fifteen (15) continuous months shall be deemed to be permanent solely for the purpose of bidding on posted positions within the CSU National Office Component bargaining unit pursuant to Article 11.
- (b) Term employees shall not be placed on the seniority list. Term employees who subsequently become permanent within twelve (12) months of their term employment, however, shall have such service counted for all seniority-related purposes. Such service shall also be counted towards completion of the probationary period when the work involved during the term is directly related to the permanent position filled.
- (c) Term employees shall be paid no less than the minimum salary level of the classification. Term employees shall also become members of the Union and the Employer shall deduct any monthly dues, assessments and initiations owing to the Union.

ARTICLE 10 – SENIORITY (cont'd)

- (d) Term employees on leave of absence from another employer, who may 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. Other term employees shall:
 - (i) be enrolled in the medical and dental plans paid for fully by the Employer;
 - (ii) receive vacation credits and vacation bonus in accordance with this Agreement;
 - (iii) be entitled to paid sick leave, life insurance and long-term disability coverage in accordance with the established policy covering permanent employees;
 - (iv) be entitled to the monthly automobile allowance subject to Article 21 and the policy agreed to by the parties; and to mileage allowance.
 - (v) be enrolled in the CUPE Pension Plan, unless they advise CUPE, in writing, not to do so.
- (e) Notice will be given to the Union within ten (10) days of the hiring of a term employee indicating the expected duration of employment, classification and salary level.
- (f) The Employer shall provide to the Union a term employee seniority list twice a year, in June and December in an electronic version.

ARTICLE 11 – PROMOTIONS AND STAFF CHANGES

11.01 Job Postings

Subject to Article 2.04, when a permanent vacancy occurs or a new permanent position is created, the Employer will provide job postings by e-mail to all active and inactive employees except where a hard copy is requested by an inactive employee. Such postings shall be in effect for a minimum of three (3) weeks, in order that all members will know about the position and be able to make written application therefore.

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.

Providing sufficient notice of an impending vacancy has been received, and where the Employer has decided to post the impending permanent vacancy, 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 his/her intent to retire at the completion of a leave of absence scheduled to end on a date coincident with his/her intended retirement date, he/she 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.

11.02 Temporary Positions in Excess of Twelve Months

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

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

- (i) For the first thirty (30) days, payment of 100% of hotel room, single occupancy, plus payment of the in-town meal allowance.
- (ii) For the next thirty (30) days, payment of 50% of hotel room, single occupancy, plus payment of the in-town meal allowance.

ARTICLE 11 – PROMOTIONS AND STAFF CHANGES (cont'd)

- (iii) For the next thirty (30) days, a living-out allowance of one hundred dollars (\$100.00) per week will be reimbursed to the employee, plus payment of the in-town meal allowance.
- (iv) In the event that the employee decides to take up temporary accommodation other than a hotel room within the first sixty (60) days (i.e. an apartment or a commercial rooming arrangement), the employee will be reimbursed a proportionate amount of rent or lodging costs for the remainder of those sixty (60) days. For example, if an employee moves into an apartment at the 45-day mark, 50% of one-half of the first month's rent or lodging costs will be reimbursed.

And if a subsequent temporary vacancy is created within the CSU National Office Component bargaining unit, a notice of temporary opportunity shall be circulated within the CSU National Office Component bargaining unit.

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.

11.03 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, wage or salary rate or range and location. There shall be no attempt by the Employer to circumvent the principles of job postings by drawing up job descriptions and qualifications to fit or exclude any particular individual.

ARTICLE 11 – PROMOTIONS AND STAFF CHANGES (cont'd)

11.04 Temporary Positions and/or Vacancies in Excess of Three Months but Less Than Twelve Months

When opportunities for temporary assignments and/or temporary vacancies arise in the bargaining unit, which can reasonably be expected to go beyond three (3) months (but that do not fall under Article 11.02 of the collective agreement), the Employer will make every reasonable effort to inform employees of such opportunities, by circulating notice within the National Office, outlining the details of the assignment.

Staff will be required to make their interest in such opportunities known to the National Secretary-Treasurer in writing, and any resulting reassignment will be determined in consultation with the national department(s) affected. Reassignments will be made taking into consideration seniority, qualifications, membership needs, costs.

11.05 Method of Making Appointments

- (a) In making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority, and having the required qualifications. 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.

The National Officers shall select the successful applicant and shall inform the unsuccessful applicant(s) in writing, setting out the basis for being denied the position. 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.

Provided, however, the parties agree that promotion/appointments to positions of Executive Assistant to a National Officer (which positions fall within the CEU unit) shall be governed by the Article in the CUPE/CEU Collective Agreement covering promotions.

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.

ARTICLE 11 – PROMOTIONS AND STAFF CHANGES (cont'd)

(b) Executive Assistant Appointments

Notwithstanding Article 11.05 (a) above:

- (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 (COPE Local 491), and term employees (CSU National Office Component 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.

- (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.

ARTICLE 11 – PROMOTIONS AND STAFF CHANGES (cont'd)

11.06 Recognition of Temporary Service

At the time of issuance of a job posting for a permanent position within the bargaining unit, all non-permanent employees within the bargaining unit shall be credited with seniority equal to the length of service with the Employer for the purposes of appointment or promotion to that position, and for the purposes of satisfying the probationary period when the work involved is directly related to the permanent position filled.

11.07 Trial Period

The successful applicant for a posted permanent position shall be placed on trial for a period of six (6) months. If both parties agree, the trial period may be reduced. Conditional on satisfactory service, such trial promotion shall become permanent after the period of six (6) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee is unable to perform the duties of the new job classification, or if the employee wishes to return to his/her former classification, such employee shall be returned to the former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the former position without loss of seniority and wage or salary.

11.08 Union Notification

The Union shall be notified of all appointments, hirings, lay-offs, retirements, transfers, leaves of absence in excess of three months, recalls, and terminations of employment within the bargaining unit. In the case of appointments and hirings, the Union shall also be notified of the employee's starting salary level.

ARTICLE 11 – PROMOTIONS AND STAFF CHANGES (cont'd)

11.09 Working Knowledge of Second Language

- (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 he/she will demonstrate a working knowledge of the second language within twenty-four (24) months, if appointed. The Employer and such applicant, if appointed, shall establish an education program to achieve this end, which may include evening courses, tutoring, as well as paid leave(s) of absence. The Employer agrees to pay for necessary courses and tutoring.
- (ii) The successful applicant shall be appointed but not transferred to the position until he/she can successfully demonstrate that he/she has attained the working knowledge of the second language (maximum period 24 months). In the interim period, the Employer shall offer the position to the next qualified candidate on the list who meets the language requirements of the position.
- (iii) If the working knowledge is not achieved by the end of the 24-month period, or if the employee finds himself/herself unable to attain the working knowledge, 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 his/her former position without loss of seniority and his/her salary will be adjusted to the appropriate rate in his/her former position.

ARTICLE 12 – LAY-OFF AND REHIRING PROCEDURE

12.01 Lay-Off

- (a) Both parties recognize that job security should increase in proportion to length of service. If there is to be a reduction in the number of personnel 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 have become redundant.
- (b) A displaced employee may use his/her seniority to displace a less senior employee, provided he/she has the required qualifications.
- (c) Employees shall be recalled in the order of their seniority, providing they are qualified to do the work. No new employees will be hired until those laid off have been given an opportunity of reemployment.
- (d) Permanent employees with two (2) years' or more of seniority at the time of issuance of a notice of lay-off by the Employer will not be laid off. In the event of lay-offs, temporary and term employees will be laid off prior to any permanent employees.

12.02 Notice of Lay-Off

The Employer shall notify the Union and employees who are to be laid off three (3) months before the lay-off is to be effective. If employees laid off have not had the opportunity to work three (3) months after notice of lay-off, they shall be paid in lieu of work for that part of the three (3) months during which work was not made available.

ARTICLE 13 – HOLIDAYS

13.01(a) List of Holidays

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 any other day proclaimed as a holiday by the federal, provincial or municipal government.

(b) Christmas/New Year's Shutdown

All days between Christmas Day and New Year's Day shall be time off with pay as described in Appendix "C" – Christmas/New Year's Shutdown, attached.

13.02 Holidays Falling on Weekend

- (a) When any of the above-noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.
- (b) For the purpose of clarification, the Christmas Eve and New Year's Eve holidays shall not be granted when December 24th and December 31st fall on a Saturday or Sunday, nor shall time off in lieu thereof be allowed.

ARTICLE 14 – VACATION WITH PAY

(Letter of Understanding – Vacation Use and Accumulation, see Appendix "D".)

14.01 Length of Vacation

- | | | |
|-----|-----------------------------|----------------------|
| (a) | Less than 1 year of service | 1-2/3 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 1-2/3 days per month, whichever is greater. Increases beyond the initial rate of vacation accrual will be consistent with the provisions of this Agreement.

- (b) In addition to pay for the above, there shall be an additional payment of \$200.00 for every week of vacation entitlement, to be known as vacation bonus. The employee will have the choice of receiving his/her bonus either on his/her anniversary date or the first pay period in June of each year. The employee shall make his/her choice known to the Employer no later than April 30th of each year. The vacation bonus payments will be included as pensionable earnings.
- (c) Vacations will be taken at times when working requirements permit, however, every effort will be made to allow employees vacation at the time of their choice.
- (See Appendix "D" and Article 15.07(c).)
- (d) No employee shall accumulate vacation credits or vacation bonus beyond a period of twelve (12) months when on long-term disability.

14.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, an additional day's vacation shall be granted with pay for each holiday, in addition to the regular vacation time.

ARTICLE 14 – VACATION WITH PAY (cont'd)

14.03 Vacation Pay on Termination

Employees terminating their employment at any time during their vacation year, before taking vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

14.04 Illness 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 his/her 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.

14.05 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 15 – LEAVES OF ABSENCE

15.01 Leave for Union Business

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.

15.02 Leave for Union and Public Duties

- (a) An employee who is appointed or elected to a full-time position with the Union or is elected to a full-time position with the Canadian Labour Congress, or a Provincial Federation of Labour, shall be granted leave of absence without pay and without loss of seniority for a period of two (2) years, subject to renewal on application to the Employer for further successive periods of two (2) years each.
- (b) The Employer may upon written request grant leave of absence in writing without pay or loss of seniority to employees selected to perform specialized work on behalf of any body affiliated with the Union or the Employer. The Employer may grant a leave of absence to a person elected or appointed as an official of the municipal, provincial or federal legislature, and anyone appointed or elected to the ILO or any body forming part of the ICFTU may be granted a leave of absence without pay or loss of seniority for a period of two (2) years subject to renewal on application to the Employer for further successive periods of two (2) years each.
- (c) An employee returning from an approved leave of absence which permitted him/her to serve in a full-time elected public office or full-time elected office within a provincial federation of Labour or the CLC shall be placed in the position occupied prior to the leave provided that such position is vacant or filled temporarily not permanently. If such a position is not available, the employee shall be placed by the Employer in a position in the bargaining unit.

15.03 Bereavement Leave

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

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

ARTICLE 15 – LEAVES OF ABSENCE (cont'd)

Where the burial occurs outside the province or distance exceeding 500 kilometres from the employee's residence and the employee attends the funeral, such leave shall include, as well, reasonable travelling time, the latter not to exceed seven (7) days. In the case of serious illness, or other circumstances, consideration shall be given to special leave of absence.

15.04 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.

15.05 Marriage Leave

An employee shall be granted a three (3) day leave of absence without loss of salary on the occasion of his/her marriage.

15.06 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 2 years or less, or where such position is vacant or filled temporarily, not permanently.

An employee on leave extending beyond two 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 years from the initial commencement of the leave. Otherwise they will be deemed to have terminated their employment with CUPE.

ARTICLE 15 – LEAVES OF ABSENCE (cont'd)

15.07 Sabbatical Leave

The Employer and the Union mutually agree that the competence, efficiency, and ability of the employees will be improved by periodic leave of absence for study, teaching and research. Accordingly, a plan of sabbatical leave shall be established for CSU National Office Component and CEU members which shall contain the following elements:

- (a) The leave plan shall allow for one (1) CSU National Office Component or one (1) CEU member to commence a sabbatical leave for each calendar year.
- (b) The sabbatical leave shall be offered on the basis of seniority accumulated within CSU National Office Component and CEU. If the senior employee does not desire to use the sabbatical leave, it shall be offered successively to the next senior employee until one employee qualifies. However, an employee shall only be eligible to qualify after attaining five (5) years of seniority. No employee shall qualify for a further sabbatical until he/she has completed six (6) years of service since the previous sabbatical.
- (c) The maximum length of the sabbatical shall be ten (10) months. However, this leave may be extended to a maximum of twelve (12) months by the addition of accumulated vacation credits. When an employee is granted sabbatical leave for the purpose of taking a course at a university or other educational institution, the employee shall have the option of beginning the sabbatical at the commencement of the academic year.
- (d) During the period of sabbatical, the employee shall earn 80% of normal earnings and shall be subject to all the rights and benefits of this Collective Agreement, including the retention and accumulation of seniority. The Employer shall also cover such necessary travel expenses as are mutually agreed between the employee and the Employer in writing, and tuition fees.
- (e) In order to apply for sabbatical, the employee shall submit a written plan to the Employer detailing the proposed form of study, research or teaching, outlining how the leave will be beneficial to the employee. Such judgement shall lie within the employee's sole discretion. If the Employer judges the plan to be beneficial to CUPE, the plan shall be approved. Failure of the Employer and employee to reach agreement on a plan may then be referred by either to a meeting of Union and Employer for discussion and review. Failing resolution, the issue may be referred to the grievance procedure. A person's pension will not suffer through the granting of the sabbatical leave.
- (f) Upon completion of the sabbatical leave the returning employee shall prepare a written report detailing the benefits derived from such leave.

ARTICLE 15 – LEAVES OF ABSENCE (cont'd)

- (g) Any employee taking a sabbatical leave shall give the Employer a written guarantee that he/she will return to employment with CUPE for a minimum of two (2) years.
- (h) Any employee may not take a second sabbatical leave in preference over another eligible employee with less seniority who has not yet taken a sabbatical.
- (i) In the year prior to which the sabbatical is to be taken, CUPE will issue the notice for sabbatical leave to eligible employees by February 1; requests for sabbatical are to be received by April 1st, and the successful applicant will be advised by June 1st.

Sabbaticals to be taken in the year for which they were awarded unless otherwise mutually agreed.

15.08 Maternity, Parental and Adoption Leave Without Pay

(a) 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 maternity leave without pay, without loss of seniority or benefits for a period of up to seventeen (17) weeks. Maternity leave 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.

(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 15.08 (a) or 15.08 (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.

(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.

ARTICLE 15 – LEAVES OF ABSENCE (cont'd)

- (d) When an employee is on unpaid leave of absence, pursuant to 15.08(a), (b) or (c) above, the following benefits shall apply: continued medical and dental coverage, unbroken coverage for seniority, vacation, vacation bonus, and severance pay. 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. Group life insurance coverage will be provided upon approval by the insurance carrier, with application to be made by the individual concerned.

- (e) **Extended Parental Leave**

An employee is entitled to a leave without salary of a maximum duration of two (2) years to prolong a maternity, adoption, or parental leave with seniority continuing to accumulate.

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

Subject to agreement with the Union concerning remuneration, and 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.

15.09 Supplemental Unemployment Benefits (SUB)

- (a) Employees who have completed nine (9) months service prior to commencement of leave as described in 15.08 (a), (b) or (c) shall be entitled to Employment Insurance (E.I.) SUB payments. During the EI two-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.

ARTICLE 15 – LEAVES OF ABSENCE (cont'd)

- (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.
- (c) Employees on pregnancy/maternity, parental or adoption leave who receive E.I. maternity or parental benefits may be required by Revenue Canada to reimburse to Revenue Canada a portion of said benefits if taxable salary for the year is above a certain level. In such cases, the Employer will pay to the employee (upon submission of appropriate verification) said amount reimbursed to Revenue Canada.

15.10 Spousal Birth Leave

- (a) 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. During this period of absence, when an employee is on an unpaid leave, 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.

ARTICLE 15 – LEAVES OF ABSENCE (Cont'd)

- (b) An employee shall be granted, upon request, a further leave of up to twenty (20) months with seniority continuing to accumulate. The Employer agrees to pay all hospital and medical premiums including group life for the period of this leave. 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.

Note: It is understood that birth father or adoptive parents have the option of coverage under either the spousal birth leave or parental leave provisions - not both.

15.11 Use of Vehicle During Maternity/Spousal Birth/Parental Leave

While on spousal birth leave, an employee shall keep the use of his/her leased car (or continue to receive a car allowance) for a period of up to four (4) months. While on maternity leave, an employee shall keep the use of her leased car (or continue to receive a car allowance) for a period of up to six (6) months. While on parental leave, an employee shall keep the use of his/her leased car (or continue to receive a car allowance) for a period of up to six (6) months. In no case will continued use of the gas credit card be allowed.

15.12 Replacements for Employees on Leave

When an employee in a permanent position is about to take an approved leave lasting more than three (3) consecutive months, the National Branch Director, in consultation with the appropriate Managing Director, will establish whether relief is needed and, if it is, relief will be provided.

ARTICLE 15 – LEAVES OF ABSENCE (cont'd)

15.13 Casual Leave

It was agreed that in view of the fact that members of the Union are from time to time required to work Saturdays, Sundays, statutory holidays, and long hours; up to fifteen (15) casual days leave in lieu thereof would be allowed in each calendar year, not accumulative.

- These days are not to be considered extra vacation.
- Casual days may be used in conjunction with other days off.
- Use of more than 3 consecutive casual days at one time shall require prior notification to the appropriate Director.
- Use of consecutive 5-day blocks of casual days is not permissible.
- Casual days may be used in conjunction with vacations provided that the appropriate Director has given approval.
- Use of casual days will not conflict with reasonable expectations of maintaining service to the members.

Casual days are to be noted on the activities report and the appropriate Director will be required to keep an accurate record of all casual days used. In this regard, the green leave forms will NOT be used, and the appropriate Director's records will be submitted to the National Office every six months (July 1st to December 31st).

No per diem is to be charged on casual days off.

ARTICLE 16 – PAYMENT OF WAGES AND ALLOWANCES

16.01 Relieving Pay

When an employee is assigned to temporarily relieve in or perform the normal duties of a higher paying position in the bargaining unit for five or more consecutive days, he/she shall be paid the rate for the higher position at the same step of the salary schedule.

16.02 Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with the Salary Schedule in Appendix “A” attached hereto and forming part of this Agreement.

16.03 Direct Deposit Payroll

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

16.04 When an employee is promoted from a Senior Officer level to the position of Assistant Director, or from the position of Assistant Director to the position of National Branch Director, provided he/she has served two (2) years or more in the lower position, he/she shall be placed at the one (1) year rate of the new position.

16.05 Retroactive Pay for Terminated Employees

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

16.06 Regular staff shall be given an advance expense account of \$600.00 which shall remain the property of the Canadian Union of Public Employees. The Employer agrees to forego repayment of the \$600.00 advance expense account in cases of retirement or death in service.

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

ARTICLE 17 – JOB CLASSIFICATION AND RECLASSIFICATION

17.01 No Elimination of Present Classification

Existing classifications shall not be eliminated without prior discussion with the Union. If any disagreement arises out of the elimination of jobs, such disagreement may be taken up through the grievance procedure and arbitration.

17.02 Changes in Classification

When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels that the job is unfairly or incorrectly classified, or when any position not covered by Appendix “A” is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 18 – EMPLOYEE BENEFITS

18.01 Benefits Committee

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

18.02 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. The Pension Plan shall be administered by a Joint Board of Trustees in accordance with the Trust Agreement jointly developed by CUPE, ATSU “A”, CSU and COPE Local 491.

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.

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/her portion of eligible temporary CUPE past service for pension purposes, the Employer shall pay for the Employer costs for such service.

The Pension Plan shall include permanent bridge benefits as follows:

- (i) 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.

ARTICLE 18 – EMPLOYEE BENEFITS (cont'd)

(ii) Effective May 16, 2007, a new bridge benefit, as follows, for all active plan members not currently entitled to a bridge benefit:

- For employees who become plan members after May 16, 2007, the full bridge benefit will be \$8,000 per year after 15 years of CUPE service, and pro-rated if CUPE service is less than 15 years.
- For employees who were active plan members accruing pension benefits on May 16, 2007, the full bridge benefit will accrue over 10 years of CUPE service, instead of 15 years.

The bridge benefit will be subject to the present ¼% per month reduction for each month that retirement precedes age 60.

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 disposition 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 parties reaffirmed that mandatory retirement age is 65, i.e. the same as the normal retirement age.

18.03 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.

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

ARTICLE 18 – EMPLOYEE BENEFITS (cont'd)

18.04 Group Life Insurance

The Employer and the Union agree to maintain the existing group life insurance plan with the premium being paid one hundred percent (100%) by the Employer. The Employer shall provide life insurance coverage for all employees who retire prior to age 65 on the basis of: insurance to the amount of one times yearly salary, the premium to be fully paid by the Employer, or an amount equal to two times yearly salary with the premium to be paid on a 50/50 basis, the choice of either the above-noted plans to be the employee's option.

The Employer agrees to carry \$15,000.00 life insurance coverage for CSU National Office Component retirees, to be paid to their estate or beneficiary.

18.05 Long-Term Disability Income Plan

- (a) The Employer agrees to pay the full premium for the Long-Term Disability Income Plan.

Long-Term Disability payments shall be 82.2% of gross salary.

A 3% maximum cost of living increase shall be applied to Long-Term Disability payments.

In cases where a claim for long term disability benefits has not been approved within the initial sixty (60) day period and there continues to be an active claim, employees who apply for, and receive Employment Insurance (E.I.) sick benefits shall be entitled to E.I. SUB payments. During the E.I. two-week waiting period the Employer shall pay 82.2% of the employee's normal basic salary. During the following fifteen (15) weeks the Employer shall supplement the weekly E.I. payments up to 82.2% of the employee's basic salary."

- (b) The parties recognize that the current LTD Plan is administered through an ASO agreement. For the period of time that the plan is administered through the aforementioned ASO agreement, CUPE agrees that any appealed decision rendered by the carrier to deny a claim under the LTD Plan is subject to the provisions of the grievance and arbitration procedure. The parties agree that in the event the appealed decision of the carrier is grieved, the arbitrator has jurisdiction to resolve the matter and determine an employee's eligibility for LTD benefits. CUPE agrees to implement the arbitrator's award.

ARTICLE 18 – EMPLOYEE BENEFITS (cont'd)

18.06 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.

Effective June 1, 2007, subject to a referral to a specialist from a general practitioner, reimbursement of dental specialist fees to 130% of the general practitioners’ fee guide provided the specialist fee guide has not been exceeded.

18.07 Optical Care

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.

Effective June 1, 2007, the vision care plan will include reimbursement for laser eye surgery as an alternative to glasses. Employees choosing laser eye surgery shall be reimbursed an equivalent of the \$500.00 per twenty-four (24) month period until such time as the laser eye surgery costs are fully reimbursed.

18.08 Continuation of Employee Benefit Coverage

- (i) 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.
- (ii) Where a retiree engages in post-retirement employment with another employer and receives Group Health and Dental Benefits, the ‘new’ employer’s plan(s) shall become the first payor for benefits covered and CUPE’s plan will become second payor.

18.09 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 18 – EMPLOYEE BENEFITS (cont'd)

18.10 Travel Insurance

The Employer shall provide and 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.

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

18.11 Changes in Plans

Any changes, deletions, additions, or changes of contributions to any of the employee benefit plans which include but are 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.

18.12 Workers' Compensation

Where a Workers Compensation Board does not permit top up of WCB benefits without reducing such benefits, the Employer agrees that full pay and benefits will be maintained.

ARTICLE 19 – JOB SECURITY

19.01 Job Security

In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed in whole or in part, to any other person, company or non-unit employee.

ARTICLE 20 – PRESENT CONDITIONS AND BENEFITS

20.01 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive, or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 21 – TRANSPORTATION AND MILEAGE ALLOWANCE

21.01 Transportation

All persons in the bargaining unit who, as of November 30, 2004, were provided with a CUPE leased vehicle or the monthly automobile allowance will continue to be provided with a leased vehicle or automobile allowance pursuant to Article 21.03.

Articles 21.03 and 21.04 shall apply to all other employees who meet the requirements of a), b), and c) below:

- (a) They are required to travel by automobile as a regular part of their job, and;
- (b) In the previous year, they used their automobile on the employer's business twelve (12) times, each trip being a minimum of forty (40) kilometres round trip, and;
- (c) They provide the employer with a semi-annual report showing the number of trips required for the employer's business, and the number of kilometres for each trip.

Employees who so qualify shall receive a CUPE leased vehicle or the monthly automobile allowance for three (3) years. To re-qualify for a further three (3) years, they must have been required to use their automobile on the employer's business a minimum of thirty-six (36) times, each trip being a minimum of forty (40) kilometres round trip, in the previous three (3) year period.

It is understood that the provision of leased cars or automobile allowance is to supply transportation for the employees to perform their duties for the Employer, and shall be used whenever feasible and without causing personal hardship rather than using other forms of transportation.

Within thirty (30) days following receipt of a written request from an employee, CUPE will advise him/her of the employer's cost for the unit, the estimated depreciation factor for the unit, and the estimated residual value of the unit at the end of a twenty-four month and a thirty-six month term. In doing so, it is understood by the parties that provision of such information to an employee in no way prejudices the Employer in establishing the actual period a leased vehicle is maintained on the CUPE fleet, the actual rate of depreciation used for the calculation of the buyout cost of a retired fleet vehicle, or the ultimate buyout price of the vehicle.

ARTICLE 21 – TRANSPORTATION AND MILEAGE ALLOWANCE (cont'd)

21.02 Mileage Expense

Those employees in the bargaining unit who are not covered by the leased vehicle plan or the car allowance plan, shall receive a mileage expense of \$0.46 (forty-six cents) (2010) and \$0.48 (forty-eight cents) (2011) per kilometre when using their own automobiles for the Employer's business. Future adjustments shall become effective on January 1st of each year, equal to the rise in the "Transportation" component of the Consumer Price Index over the past year. The Employer will advise the Secretary of the Union in writing of the rate for each ensuing year.

21.03 Automobile Allowance

- (a) Employees who meet the eligibility requirements of Article 21.01 may choose to receive either a CUPE leased vehicle or the monthly automobile allowance.
- (b) Employees choosing to receive a CUPE leased vehicle shall select a vehicle from the current selector list, excluding 4x4 and V8 vehicles. Unless otherwise mutually agreed between the Employer and the employee, an employee who chooses to receive a leased vehicle must remain on the fleet lease until the expiration/termination of the lease for the employee's vehicle, which shall be for a maximum of three (3) years. At that time the employee may choose to receive the automobile allowance subject to Article 21.03 (c).
- (c) The monthly automobile allowance shall be calculated for each selector model year, and shall be the sum of the weighted average lease cost, the average maintenance costs, the average insurance cost and the average licensing cost of the CUPE fleet for the current selector year (excluding 4x4 and V8 vehicles).

Employees choosing to receive the monthly automobile allowance shall be required to lease or purchase a 'new vehicle' 'equivalent' to those vehicles on the CUPE leased fleet and shall provide photocopies of insurance and motor vehicle registration when requested by the Employer. The insurance coverage shall be for at least one million dollars (\$1,000,000) public liability property damage with a maximum of \$250 deductible. The employee may operate the same vehicle, whether leased or purchased, for a period of not less than twenty-five (25) months and not more than sixty (60) months subject to a safety certificate being supplied at the 80,000 km point and every 25,000 km thereafter, and provided that the vehicle kilometrage does not exceed 175,000 km.

ARTICLE 21 – TRANSPORTATION AND MILEAGE ALLOWANCE (cont'd)

For the purposes of this article, in addition to being a similar class of vehicle and having similar options, 'equivalent vehicle' means any specific vehicle on the selector (same make and model, with the same options); or any other vehicle with a Manufacturer's Suggested Retail Price (MSRP), including destination charges, at least equivalent to the median MSRP of the model year selector list, excluding 4x4 and V8 vehicles.

For the purposes of this Article, a 'new vehicle' means a vehicle that is previously unused, including a dealer 'demonstrator' with a maximum of 1,000 kilometres. The vehicle must also be purchased or leased no later than December 31st of the model year (i.e. a 2006 model vehicle must be purchased or leased by December 31, 2006.)

21.04 Transportation for Term Employees

After 3 months of continuous employment, term employees who qualify pursuant to Article 21.01 shall receive the monthly automobile allowance, provided that they own or lease a vehicle deemed equivalent to the CUPE leased fleet vehicles. Term employees who qualify pursuant to Article 21.01 but own or lease vehicles which are not deemed equivalent to the CUPE leased fleet vehicles shall receive an automobile allowance of \$600.00 per month for a maximum of twenty-four (24) months from the date of their employment. Thereafter they must purchase or lease a 'new' 'equivalent' vehicle in order to continue to qualify for the monthly automobile allowance.

21.05 Commencing January 1, 2004, CSU National Office Component members who do not meet the criteria for entitlement to leased cars or car allowance pursuant to Articles 21.01 and 21.03 shall receive a monthly transportation allowance equal to the current rate charged for express bus fare in the City of Ottawa.

21.06 The Employer will reimburse automobile insurance deductibles to active employees and their families, whatever the cause of the accident or incident.

21.07 Car Allowance/Lease Car While on Long-Term Disability

When an employee is on extended sick leave up to the point of going on LTD, he/she may retain use of the leased vehicle (or continue to receive a car allowance). At the end of four (4) months on LTD, an employee on car allowance will no longer receive such allowance and an employee with a leased vehicle will have the option of assuming the full cost of the lease or returning the vehicle to the Employer.

(The present arrangements respecting employees eligible for or on LTD prior to May 1, 1992, shall continue unless otherwise agreed to between the Employer and the employee.)

ARTICLE 22 – GENERAL ACTIVITIES

22.01 Moving Expenses

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

22.02 Severance Pay

An employee with five (5) or more years of service will be entitled to severance pay upon ceasing to be an employee of the Canadian Union of Public Employees, equal to 1.4 weeks of earnings for every year of service, on a pro-rated basis, such amount calculated on the basis of the pay rate effective at the time of termination or retirement. No employee shall accumulate severance pay beyond a period of twelve (12) months when on leave of absence or long-term disability.

22.03 No Discrimination

- (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, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political affiliation or activity, religious affiliation or activity, sex or marital status, sexual orientation, family relationship, place of residence, disability, nor by reason of his/her membership or activity in the Union, or any other reason.
- (b) “Spouse” is defined as a person with whom the employee has a marital relationship, common-law heterosexual relationship, or same sex relationship of at least one 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 22 – GENERAL ACTIVITIES (cont'd)

22.04 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.

22.05 Incidental Expense Policy

The Employer shall reimburse each member for all expenses properly incurred by the member in carrying out his/her assigned duties as follows:

- (a) Each member shall complete and submit to the Employer in writing a statement, in a form to be prescribed by the Employer, of expenses for which he/she is claiming reimbursement.
- (b) Such statement shall be completed and submitted on the first day of the month in respect of the previous month.

Notwithstanding the above, the Employer shall not be required to reimburse expenses in excess of \$527.00* during any month for which a claim is made, less \$17.00 for any weekend day not worked.

- * \$527.00 refers to a 31-day month
- \$510.00 refers to a 30-day month
- \$493.00 refers to a 29-day month
- \$476.00 refers to a 28-day month

ARTICLE 22 – GENERAL ACTIVITIES (cont'd)

- (c) Members shall not be required to submit receipts or vouchers unless requested to do so by the Employer, but it shall be the responsibility of each member to obtain receipts for expenses where practicable and to maintain such records as may be reasonably required.

This policy shall not apply during any day an employee does not work.

22.06 Tuition Refund

Employees wishing to enrol in courses of studies which will better qualify themselves to perform their job, and intending 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 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 second language courses will also be included.

22.07 Bilingual Bonus

A 7% bilingual bonus will be paid to those employees who in the performance of their duties are required by the Employer to use the second official language on a regular and consistent basis.

22.08 Telephones

- (a) The Employer shall reimburse each employee:
 - (i) a flat rate of \$30.00 per month toward the cost of basic touchtone residential telephone service plus one extension, including mandatory charges; or
 - (ii) the actual monthly receipted costs plus tax for basic touchtone residential telephone service plus one extension, including mandatory charges, where such costs are greater than \$30.00 per month.

Business-related long distance costs will be reimbursed based on actual charges paid to the long-distance carrier.

For the purpose of clarification, the Employer shall pay the installation charges in case of transfer or promotion only.

ARTICLE 22 – GENERAL ACTIVITIES (cont'd)

(b) Cellular Phones

The Employer will reimburse employees to a maximum of \$100.00 per month toward the cost of receipted cellular telephone costs in addition to employment-related long distance charges.

It is understood that first time in-car installation will be paid by Employer.

Employees will be permitted to apply the unused portion of the monthly allowance maximum towards reducing the amortization costs related to the purchase, leasing and/or annual licensing costs.

It is understood that this provision applies only to those employees eligible to claim such costs under the cellular phone policy. It is further understood that the National Secretary-Treasurer's Office will develop a form which must be used by employees making claims under this provision. Claims under this provision cannot be made retroactively.

22.09 Car Wash

Members of the bargaining unit will be allowed an amount of \$10.00 per month to cover car wash.

22.10 Child Care Expenses

The Employer shall reimburse each employee for child care expenses, arising from working extended hours or travel required by the Employer, not to exceed \$1,000.00 (effective January 1, 2012) per calendar year. Claims made on the monthly statement of expenses will be reimbursed, up to the annual maximum, provided employees include on the statement of expenses the date on which each expense was incurred, the related cost, and the work assignment which necessitated the additional child care expense.

22.11 Technological Change

The Employer recognizes that the introduction of electronic data processing equipment, computer equipment or automated machines should be accomplished with due regard for the employees. In the event such changes affect existing staff, the Employer shall consult with the Union four (4) months in advance, and present staff will be retrained, if possible and feasible, with a view to absorbing the staff in other positions. There will be no lay-offs as a result of the application of the provisions of this Article.

ARTICLE 22 – GENERAL ACTIVITIES (cont'd)

22.12 Employment Equity

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

1. Under the leadership of a joint Union/Management Employment Equity Committee:
 - (a) to analyze the employment policies and practices of the Employer, including the collective agreement, with the objective of identifying the possible discriminatory impact of policies and practices on women, people of colour, disabled people, gay men and lesbians, and native people;
 - (b) to develop and monitor the implementation of an Employment Equity Plan designed to remove possible discriminatory effects of the Employer's employment policies and practices, and to develop numerical goals and timetables for recruitment, hiring, promotion and training of target group members for the bargaining unit;
 - (c) that the Employment Equity Plan shall deal with, but not be limited to, recruiting, hiring, promotion and transfer policies, training and educational advancement, classifications schemes, salary rates and working conditions.
2. The Committee shall be composed of three (3) Union members and three (3) Employer representatives.
3. The Committee will meet regularly until the plan is completed.
4. The Employer agrees to furnish the Committee with the information, and financial resources necessary to develop the Plan.
5. The joint Union/Management Employment Equity Committee will complete the development of the Plan within one (1) year of its establishment, subject to mutual agreement.
6. 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.

ARTICLE 22 – GENERAL ACTIVITIES (cont'd)

22.13 Civil and Criminal Liability

If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort or criminal act committed by him/her in the performance of his/her duties, provided such actions did not constitute a serious disregard or neglect of his/her duties as an employee, then:

- (a) The employee, upon being served with any legal process, or upon receipt of notification of any action or proceedings as herein before referred to being commenced against him/her, shall advise the Employer of any such notification or legal process;
- (b) The Employer shall pay any damages or costs awarded against any such employee in such action or proceedings and all legal fees; and/or
- (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer before the same is finalized;
- (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee (or their representatives) shall forthwith appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on such counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with the appointed counsel.

This section shall not be construed to mean that the Employer shall pay any costs, expenses or fees (or be responsible for any financial losses) for such member incurred during, or as a result of, the Employer's internal disciplinary proceedings against such member.

- 22.14** A joint Health and Safety Committee shall be constituted consisting of equal numbers of representatives of management and of the Union which shall identify potential dangers, institute means of improving the health and safety of employees, including health and safety programs, and obtain information from the Employer or other persons respecting the identification of hazards and health and safety experience and work practices and standards elsewhere. The Committee shall meet at the reasonable request of either party. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.

ARTICLE 22 – GENERAL ACTIVITIES (cont'd)

22.15 In-Town Hotel

Employees appointed to act in an advisory capacity to convention committees (CUPE National, CLC National, CUPE provincial divisions, provincial federations of labour), when committee meetings are held in their home-base location, shall be entitled to hotel accommodation for any days they are required to work extended hours.

22.16 Copies of Agreement

- (a) 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 distribute a copy of the Agreement, along with any supplementary agreements to every member within ninety (90) days of ratification by the parties.
- (b) The Employer will provide an electronic version of the collective Agreement to the Union.

22.17 Representation on National Executive Board

- 1. The President or designate of CSU National Office Component 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.

ARTICLE 22 – GENERAL ACTIVITIES (cont'd)

22.18 Health and Safety

The Employer agrees to establish a working committee comprised of one representative of the National Health and Safety Department, one representative from each union (CSU/ CSU National Office Component/COPE Local 491) 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.

22.19 Appendices

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

22.20 Hours of Work

Where an employee is required to work away from Ottawa for more than a week, he/she shall be permitted to return to Ottawa for the weekend(s) provided that he/she is not required to perform work on the weekend(s) and provided that the employee is required to be away from Ottawa for at least three (3) days in the following week.

22.21 Attendance at National Convention

Permanent bargaining unit members who so wish may attend CUPE National Conventions, operational requirements permitting. It is understood that employees attending convention will be assigned convention-related duties during convention week.

ARTICLE 22 – GENERAL ACTIVITIES (cont'd)

22.22 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.

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 23 – PLURAL MAY APPLY

23.01 Wherever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so requires.

ARTICLE 24 – DURATION OF AGREEMENT

24.01 The provisions of this Agreement shall be in force and effect from January 1, 2010, until December 31, 2013.

Either party to this Agreement may, not more than sixty (60) days and not less than thirty (30) days prior to December 31, 2013, present to the other party in writing, proposed terms of a new or further agreement and/or amendments to this Agreement, and a conference shall be held within twenty (20) days at which time the parties will commence negotiations on the proposed amendments and/or the terms of a new Agreement.

Where such notice requests revision only, the following conditions shall apply:

- (a) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.
- (b) Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining, and if negotiations extend beyond the anniversary date of the Agreement all its provisions will continue in force until a new Agreement is executed. Any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

IN WITNESS WHEREOF the parties hereto have hereunto signed by their proper officers.

Dated at the City of Ottawa, Province of Ontario, this 26 of JANUARY 2016 A.D.

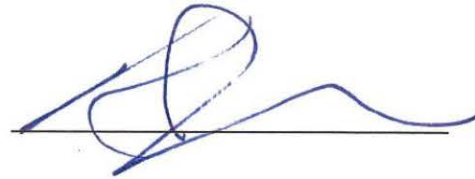
FOR THE EMPLOYER


National President

FOR THE UNION




National Secretary-Treasurer



:ceu

APPENDIX "A" - SALARY SCHEDULE

	Start Rate	1-Year rate	Start Rate	1-Year rate
	01-Jan-10		01-Jan-11	
Solicitor National Coordinator	1,950.26	1,974.00	1,974.64	1,998.67
Senior Economist	1,849.37	1,892.88	1,872.48	1,916.54
Senior Officer	1,746.57	1,803.18	1,768.40	1,825.72
Administrative Officer Accountant	1,728.00	1,766.97	1,749.60	1,789.05
Assistant Accountant Systems Analyst Systems Support Specialist	1,565.35	1,604.17	1,584.92	1,624.22
	Start Rate	1-Year rate	Start Rate	1-Year rate
	01-Jan-12		01-Jan-13	
Solicitor National Coordinator	2,024.00	2,048.64	2,069.54	2,094.73
Senior Economist	1,919.30	1,964.45	1,962.48	2,008.65
Senior Officer	1,812.61	1,871.36	1,853.40	1,913.47
Administrative Officer Accountant	1,793.34	1,833.78	1,833.69	1,875.04
Assistant Accountant Systems Analyst Systems Support Specialist	1,624.54	1,664.82	1,661.09	1,702.28
<hr/> Plus 7% bilingual bonus				

APPENDIX "B" - WAGE GRID (1-YEAR RATE)

	01-Jan-10	01-Jan-11	01-Jan-12	01-Jan-13
National Director	\$ 106,751	\$ 108,086	\$ 110,788	\$ 113,280
Executive Assistant Managing Director	\$ 119,205	\$ 120,696	\$ 123,713	\$ 126,496
Assistant National Director Solicitor National Coordinator	\$ 102,648	\$ 103,931	\$ 106,529	\$ 108,926
Regional Director	\$ 106,751	\$ 108,086	\$ 110,788	\$ 113,280
Assistant Regional Director	\$ 102,648	\$ 103,931	\$ 106,529	\$ 108,926
Senior Economist	\$ 98,430	\$ 99,660	\$ 102,151	\$ 104,450
Senior Officer Representative Administrative Officer (CSU)	\$ 93,765	\$ 94,937	\$ 97,311	\$ 99,500
Administrative Officer (CSU National Office Component) Accountant	\$ 91,882	\$ 93,031	\$ 95,357	\$ 97,502
Administrative Officer (CEU)	\$ 93,765	\$ 94,937	\$ 97,311	\$ 99,500
Assistant Accountant Systems Analyst Systems Support Specialist	\$ 83,417	\$ 84,459	\$ 86,571	\$ 88,519
Translator	\$ 78,709	\$ 79,693	\$ 81,685	\$ 83,523

APPENDIX "C" - CHRISTMAS/NEW YEAR'S SHUTDOWN

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		
					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 “D” - LETTER OF UNDERSTANDING - 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:

1. All employees must each year take their vacation entitlement, with the scheduling to be determined through consultation between employee and supervisor.
2. Vacation entitlement may only be carried over when written permission is requested and allowed by the employee's supervisor.
3. 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.
4. Vacation replacement

When an employee in a permanent position is about to take approved vacation lasting three (3) consecutive weeks or more, adequate replacement will be provided if such replacement is requested by the employee or the Employer. Requests for vacation replacement will be responded to in sufficient time to allow the affected employee(s) to appeal the decision to the Workload Complaint Committee (Appendix “H”) who will resolve the matter prior to vacation commencement.

APPENDIX “E” - LETTER OF UNDERSTANDING - RECIPROCAL ARRANGEMENTS FOR PENSIONS

The parties agree to initiate reciprocal arrangements with previous employers to transfer pension entitlements to the CUPE pension plan which will ensure the buy-back of former years of service with the CUPE plan. Where reciprocal arrangements are not available, it is agreed that under the terms of the CUPE pension plan employees will be entitled to buy back former years of service in the following ways:

- increased contribution to the plan;
- use of severance pay.

If consultations with the CUPE pension plan actuaries confirm that certain employees will be prevented from participating in the buy-back or reciprocal agreements, those employees shall have the option of using severance and/or increased contributions in order to purchase annuities to cover the years worked with a previous employer where no pension plan was available.

The parties endorse the goal of reducing the required number of years of service from thirty (30) to twenty-five (25) for the purpose of retiring without penalty to their pension and therefore commit themselves to review the “modified 80” formula once the Joint Benefits Committee has analyzed the effect of the buy-back and reciprocal arrangements.

APPENDIX “F” - LETTER OF UNDERSTANDING - INDEXING

Pensions of all persons in receipt of pension benefits pursuant to the CUPE Employees' Pension Plan will be adjusted on an annual basis pursuant to the Pension Plan Text, as amended by the Settlers from time to time.

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 “G” - 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 “H” - LETTER OF UNDERSTANDING - WORKLOAD

The parties agree to establish a Workload Committee consisting of two (2) members selected by CUPE and two (2) members selected by CSU National Office Component, to investigate and resolve complaints submitted by employees relative to their workload.

Employees must attempt to resolve their workload problems with their immediate supervisor. Employees are entitled to CSU National Office Component representation at this initial meeting. If the immediate supervisor is unable to meet within five (5) working days, or the matter remains unresolved, a formal written complaint may be submitted by CSU National Office Component to the appropriate Managing Director, or the National Officers, with a copy to the Human Resources Manager.

The Committee shall meet within ten (10) working days of receipt of the formal complaint. Time frames may be extended through the mutual agreement of all the parties.

Upon completion of its investigation, the Committee shall implement an appropriate remedy provided there is no significant increase to the Employer's costs. Notwithstanding any recommendation for immediate implementation, the Committee may make other recommendations or highlight areas of concern related to, but not limited to, staffing levels, technology issues or other matters.

Where significant costs are involved, the Committee shall make appropriate recommendations to the National Officers who will respond within thirty (30) days.

Should the Committee not meet within ten (10) working days of the receipt of the formal complaint or should a complaint not be resolved to the satisfaction of the parties, the matter shall be dealt with through the grievance procedure.

APPENDIX “I” – LETTER OF UNDERSTANDING – PENSION ISSUES

1. Effective January 1, 2012, CUPE and the pension plan members will each increase their contributions to the plan by 1.2% of pensionable earnings. Adjust the LTD benefit by 1.2%.
2. The parties will request the Joint Board of Trustees to adopt smoothing methods to value solvency assets and liabilities as at January 1, 2011.
3. CSU will support an application and arrangements to exclude or exempt the pension plan from the solvency funding requirements.
4. If the parties are successful in achieving exclusion or exemption from solvency funding requirements, the pension plan text will be amended to recognize indexing payable effective January 1st, 2012 of the % of the previous year's CPI increase, where the % is as determined through calculations performed by the CEPP actuary for the Joint Board of Trustees (JBT) and if approved by the JBT as being sustainable for the future lifetime of all existing retirees and active plan members in respect of their accrued service based on the balance of the going concern surplus after financing of the costs related to the current pension benefits.
5. The parties agree to meet, with appropriate professional assistance, to discuss possible pension plan design changes related to indexing.
6. In the event of plan windup, the pension benefit would be subject to the funding position of the plan. CUPE further agrees to top up any pension benefit deficiency from assets outside of the CEPP, to the extent permissible by all relevant statutes.
7. The parties agree to request through the co-chairs of the JBT, that the JBT provide all necessary financial resources for settlors to prepare and process an application for solvency exemption.
8. The following provisions of the March 2007 Memorandum of Agreement will be renewed, however, for clarity, will terminate upon receipt of confirmation of solvency exemption from the Financial Services Commission of Ontario (FSCO):

PENSION FUNDING ISSUES AND ACTUARIAL VALUATIONS

The parties agree that the proper funding of the plan is in the interests of all plan members and the parties.

The parties agree to monitor the funding status of the plan and if necessary recommend changes in actuarial assumptions; and should the plan not be properly funded, the parties will meet to negotiate a resolution to the funding problems, which will include the following: the application of Appendix “GG”; increases in employer and employee contributions; benefit adjustments, excluding the lifetime pension. One or a combination of the foregoing will be implemented to ensure proper funding of the Plan.

**APPENDIX “J” - LETTER OF UNDERSTANDING - RE: CSU NATIONAL OFFICE
COMPONENT STAFF COMPLEMENT**

It is understood that the Employer has the right and the responsibility to determine the staff complement necessary to meet the changing needs of the Union within the priorities established by CUPE policy, and the limits of the financial resources available to it, subject to the terms of this Agreement. During the term of this Agreement the staff complement will not fall below 38 permanent and filled bargaining unit positions.

The Employer agrees that no permanent bargaining unit member will be transferred outside of the bargaining unit without the member's consent.

APPENDIX “K” - LETTER OF UNDERSTANDING - APPLICATION OF ARTICLE 19.01

The Employer will not contract out work which will reduce the work of the bargaining unit. However, both parties recognize that, due to the need for specialized expertise or temporary situations of excess workload, the Employer may contract out work of the bargaining unit.

CSU National Office Component shall be advised of the particulars of any contracts of more than three (3) consecutive months duration.

APPENDIX “L” - LETTER OF UNDERSTANDING - CELLULAR PHONES

- (a) The Parties agree to maintain a National Cell Phone Plan (the Plan) equal to or better than that currently provided by the employer. Immediately upon the expiry date of an employee's individual cell phone plan contract, following their permanent appointment, they will be enrolled in the Plan, with the exception of employees in Saskatchewan who may remain with SaskTel.
- (b) Employees will be entitled to remain on the Plan while on vacation. For other approved leaves of absence employees will be entitled to remain on the Plan for two (2) years at a basic level plan (400 minutes).
- (c) The Plan will provide, at no cost to employees, a standard cell phone. Employees will have the option of upgrading hardware at their own cost. The Plan will provide a pool of minutes and text messaging capabilities to be shared by employees. Employees will be responsible for personal long distance charges. Current employees who opt for an Employer paid data package for smart phones shall no longer be eligible for the Home phone allowance as specified in Article 22.08 (a) (i) and (ii). All new employees hired after date of ratification will be required to take a data package and will not be eligible for the home phone allowance. The data package shall be consistent with the package available to staff as of the date of signing.
- (d) The Employer will reimburse permanent employees who remain with the SaskTel Plan and all temporary employees to a maximum of \$100.00 per month toward the cost of receipted cellular telephone costs in addition to employment-related long distance charges.
- (e) Permanent employees who are currently under contract with another carrier will continue to be reimbursed in the same manner as d) above until such time as their current contracts conclude.
- (f) The parties agree to establish a joint committee to consider changes to electronic equipment and services. Any changes to the plan will be reviewed by the joint committee.

APPENDIX “M” - LETTER OF UNDERSTANDING - BETWEEN CUPE AND CSU NATIONAL OFFICE COMPONENT

In the event that the changing needs of CUPE require the transfer of an employee within the bargaining unit, the Employer agrees to:

1. Recognize and make use of the specialized skills and abilities that the employee possesses to achieve the greatest possible continuity of duties where feasible.
2. Provide the training that is necessary for the employee to assume the duties of the new position.

APPENDIX “N” - LETTER OF UNDERSTANDING - WORK REINTEGRATION PROGRAM

CUPE and CSU National Office Component 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 his/her personal physician or counsellor 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 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 “O” - LETTER OF UNDERSTANDING - CUPE PENSION PLAN BENEFIT

A one time payment in 2010, 2011, 2012 and 2013 shall be paid from the CUPE Pension Plan surplus to provide for a minimum annual CUPE Pension Plan Benefit of \$15,000 to retirees whose annual CUPE Pension Plan Benefits are less than \$15,000. The above notwithstanding such payments shall be made only to those retirees who received a similar payment in 1999.

**APPENDIX "P" - LETTER OF UNDERSTANDING - PENSION SURPLUS AND CEU
PENSION TRUSTEES**

1. Notwithstanding the voluntary recognition afforded to the CEU in the CSU, CSU National Office Component, COPE Local 491 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 “Q” - LETTER OF UNDERSTANDING - RE: VIOLENCE IN THE WORKPLACE

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

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

The parties further agree that implementation of the policy and procedures should be a primary responsibility of Regional/Local Joint Health & Safety Committees and that reports from these committees should form part of the standing agenda of National Labour Management meetings. This shall include results of risk assessments on violence in the workplace, which should be conducted on an annual basis, except where specific events require other risk assessments, which information should also be forwarded to all other Regional Health & Safety Committees within CUPE across the country.

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

APPENDIX “R” - LETTER OF UNDERSTANDING - MOVING POLICY

(Re: Article 22.01 – Moving Expenses)

1. Procedure

Where the Canadian Union of Public Employees assumes the cost of moving household effects or any portion thereof, the necessary arrangements will be made from the office of the National Secretary-Treasurer to have a moving company contact the employee with a view to preparing an estimate of the cost and establishing the date of the move.

2. New Employees

- (a) New employees coming from within the Canadian Union of Public Employees engaged to perform duties in an area other than their immediate home area, shall be allowed 100% of basic moving cost once such employees have successfully completed their probationary period.
- (b) New employees engaged from outside the Canadian Union of Public Employees to perform duties in an area other than their immediate home area, shall be allowed 50% of basic moving cost once such employees have successfully completed their probationary period.

3. Voluntary Transfer

- (a) When a permanent employee applies for and is granted a voluntary transfer to assume duties in another area, the Employer shall assume 100% of the basic moving cost of his/her household effects.
- (b) An employee transferring laterally within 2 years of an appointment shall be responsible for all his/her moving expenses. The Employer may waive this section when it is to the Employer's advantage to do so.
- (c) Receipted incidental expenses to a maximum of \$450.00 shall be reimbursed for each voluntary lateral transfer. This is to cover such incidentals as replacement of drapes, curtains, rugs, or such equipment that cannot be moved at the time of the transfer. Such receipted expenses to be claimed directly to the office of the National Secretary-Treasurer.

4. Compulsory Transfer

When an employee is required to move to another location on a compulsory basis because of the requirements of the operations, he/she shall be entitled to full payment of the cost of moving his/her household effects. In addition, he/she shall receive up to the sum of \$600.00 to cover other receipted costs arising as a result of moving. Such receipted expenses to be claimed directly to the office of the National Secretary-Treasurer.

APPENDIX “R” – LETTER OF UNDERSTANDING – MOVING POLICY (cont’d)

(Re: Article 22.01 – Moving Expenses)

5. Promotion

An employee promoted to a higher position requiring that he/she move to another location, shall have the full cost of moving his/her household effects paid, and shall also receive up to the sum of \$600.00 to cover other receipted costs arising as a result of moving. Such receipted expenses to be claimed directly to the office of the National Secretary-Treasurer.

6. Moving during Probationary Period

If an employee moves his/her household effects before completion of the probationary period, and in the event he/she does not pass probation, the responsibility for moving his/her household effects back to his/her home base, or elsewhere, as well as the initial move under item 2, shall be that of the employee.

7. Financial Loss when Selling a Home

When an employee, on a compulsory transfer only, is involved in financial loss when selling a home, he/she should present proof of this loss to the Employer and the matter of compensation will be considered by the National Executive Board.

8. Acquiring a New Home

In an effort to assist an employee on a transfer to acquire new accommodation, the Employer will pay for one trip to the new location for both the employee and his/her spouse for house-hunting purposes.

The Canadian Union of Public Employees will reimburse the employee involved, in such transfer, hotel accommodation, normal per diem, and meals for the spouse when properly receipted, for a maximum period of five (5) days.

9. Living-Out Allowance/Expenses

In order to assist an employee who voluntarily transfers (or is promoted) with out-of-the-ordinary accommodation and meal expenses in the new location for an initial period of time, the following living-out allowance and expense policy will apply:

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

APPENDIX "R" – LETTER OF UNDERSTANDING – MOVING POLICY (cont'd)

(Re: Article 22.01 – Moving Expenses)

- (d) In the event that the employee decides to take up temporary accommodation other than a hotel room within the first 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 60 days. For example, if an employee moves into an apartment at the 45-day mark, 50% of one-half of the first month's rent or lodging costs will be reimbursed.
- (e) This accommodation allowance shall be terminated when the household effects have been moved to the new area, but in no event shall it be applicable in excess of the periods described herein.
- (f) In addition to the payment of the hotel room referred to in sub-section (a) of this article, the employee shall be entitled to payment of the out-of-town per diem.
- (g) In addition to the payment of the hotel room referred to in sub-section (b) of this article, the employee shall be entitled to payment of the in-town per diem and an additional twenty dollars (\$20.00).
- (h) In addition to the living-out allowance referred to in sub-sections (c) and (d) of this article, the normal application of "Article 21 - miscellaneous expenses" shall apply.

For clarification purposes, no employee shall receive more than one (1) per diem per twenty-four (24) hour period.

So as to provide an employee an opportunity to locate permanent accommodation, there shall be an extension of one (1) day for each day spent out of town (where hotel accommodation was required or where the employee spent the night with a friend or relative). A hotel receipt and/or proper explanation must accompany the employee's statement of expenses.

10. Compulsory Transfer

In order to assist an employee who is involved in a compulsory transfer with out-of-the-ordinary accommodation and meal expenses in the new location for an initial period of time, the following living-out allowance and expense policy will apply:

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

APPENDIX "R" – LETTER OF UNDERSTANDING – MOVING POLICY (cont'd)

(Re: Article 22.01 – Moving Expenses)

- (d) In the event that permanent accommodation has not been obtained within the period specified in a), b), or c) namely ninety (90) days, a living-out allowance of \$75.00 per week will then go into effect. This allowance shall be terminated when the household effects have been moved to the new area, but in no event shall it be payable for a period exceeding three (3) months.
- (e) In the event that the employee decides to take up temporary accommodation other than a hotel room within the first 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 60 days. For example, if an employee moves into an apartment at the 45-day mark, 50% of one-half of the first month's rent or lodging costs will be reimbursed.
- (f) This accommodation allowance shall be terminated when the household effects have been moved to the new area, but in no event shall it be applicable in excess of the periods described herein.
- (g) In addition to the payment of the hotel room referred to in sub-section (a) of this article, the employee shall be entitled to payment of the out-of-town per diem.
- (h) In addition to the payment of the hotel room referred to in sub-section (b) of this article, the employee shall be entitled to payment of the in-town per diem and an additional twenty dollars (\$20.00).
- (i) In addition to the living-out allowance referred to in sub-sections (c) and (d) of this article, the normal application of "Article 21 - miscellaneous expenses" shall apply.

For clarification purposes, no employee shall receive more than one (1) per diem per twenty-four (24) hour period.

So as to provide an employee an opportunity to locate permanent accommodation, there shall be an extension of one (1) day for each day spent out of town (where hotel accommodation was required or where the employee spent the night with a friend or relative). A hotel receipt and/or proper explanation must accompany the employee's statement of expenses.

APPENDIX “R” – LETTER OF UNDERSTANDING – MOVING POLICY (cont’d)

(Re: Article 22.01 – Moving Expenses)

11. Basic Moving Cost

Basic moving costs shall mean the actual cost of moving household effects, including the cost involved in the packing and unpacking of such effects as glassware, plateware (china), lamps and lampshades, small kitchen appliances, stove, refrigerator, deep freeze, washer, dryer, glass table tops, mirrors, paintings and pictures, drapes, assorted breakable ornaments and knickknacks, beds, dressers, tables, preserves.

The Employer shall not be responsible for the cost incurred in packing and unpacking effects such as the following: blankets, sheets, towels, pillows and cushions, children’s toys and games, miscellaneous linens, folded clothing, books, kitchen cupboard stock, i.e. canned goods, cereal, flour, etc., footwear, garden tools, automobile tools, etc.

The Employer will provide payment of the cost involved for proper insurance coverage for the goods being transferred.

The employee shall also be responsible for the cost of moving such items as “family” car(s), boat(s), trailer(s), frozen food(s), etc.

APPENDIX “S” - LETTER OF UNDERSTANDING - STAFF TRAINING AND DEVELOPMENT

The parties agree to a staff training and development plan which will be more accessible to CSU National Office Component members and which better meets the mutual interests and needs of CUPE and the CSU National Office Component membership.

The parties further agree to undertake a full review of the nature, type and extent of staff training and development currently being provided/offered to CSU National Office Component members with the view to developing and implementing a plan/program which is intended to provide an equivalent number of staff training and development opportunities for all CSU National Office Component members on a regular annual basis.

**APPENDIX “T” - LETTER OF UNDERSTANDING - UNION NOTIFICATION OF LEAVES OF
ABSENCE IN EXCESS OF THREE (3) MONTHS**

This is to confirm that the types of leaves of absence of which the union will be notified include such leaves as L.T.D., leave without pay, sabbatical leave, and secondment, but does not include vacation leave or other types of similar leaves.

APPENDIX “U” - LETTER OF UNDERSTANDING

[Application of Article 19, Appendix “K”, Respecting Contracting-out And Appendix “J” Respecting CUPE Right to Reduce the Complement of Permanent Positions]

This is to acknowledge and confirm the parties’ agreement that CUPE’s right to eliminate positions under Appendix “J” and creation of similar new positions in the regions does not constitute contracting-out nor does it constitute a violation of Article 19.

**APPENDIX “V” - LETTER OF UNDERSTANDING - RE: APPLICATION OF ARTICLE
15.08(E) - EXTENDED PARENTAL LEAVE**

This will confirm the parties’ understanding and agreement that the total of all leave taken under Article 15.08 shall not exceed two (2) years.

APPENDIX “W” - LETTER OF UNDERSTANDING - RE: GUIDELINES RESPECTING GRADUATED RETURNS TO WORK RELATED TO L.T.D.

The parties agree to the following respecting graduated returns to work related to employees returning to work from L.T.D. approved by Great-West Life.

As per Appendix “N” re: CSU National Office Component Collective Agreement re: Work Reintegration, a graduated work reintegration shall not exceed two (2 months).

The minimum return to work schedule required for a graduated work reintegration shall be a total of one and one-half (1.5) days per week.

Employees who are on L.T.D. are deemed to be on leave without pay for the purposes of the collective agreement.

The current L.T.D. plan provides for rehabilitation programs which may include graduated return to work/work reintegration.

Employees on approved rehabilitation programs are deemed to be on L.T.D. for the purposes of the collective agreement.

During periods of work reintegration employees are entitled to receive:

- remuneration for days worked.
- full per-diems for each full/partial day worked.
- Article 21.02, mileage expense, when employees use their own automobiles for CUPE business, in lieu of car allowance. It is understood that unless specifically stated otherwise in the collective agreement, this application of Article 21.02 is intended for the purpose of the administration of these graduated return to work guidelines, and is not intended to apply to any other articles of the collective agreement respecting car allowance.

APPENDIX “X” - LETTER OF UNDERSTANDING - ARTICLING STUDENTS

CSU National Office Component and CUPE are committed to the professional development of lawyers who wish to work within the labour movement. The parties agree that CUPE may hire one articling student per year to perform duties at CUPE National Office under the supervision of the Senior Legal Officer or Director of the Legal Branch. Compensation will be based on a fair rate for an articling student in the Ottawa area (\$675 per week plus per diems). No seniority rights to apply. It is agreed that the creation of this position will not reduce the permanent CSU National Office Component staff complement.

APPENDIX “Y” - LETTER OF UNDERSTANDING - STUDENT WORK PROGRAM

The parties agree to the implementation of a Student Work Program during the term of this Collective Agreement. Development of the Program will be done in consultation with CSU National Office Component.

APPENDIX “Z” - LETTER OF UNDERSTANDING - EMPLOYMENT EQUITY

A joint Employment Equity Committee, consisting of one (1) member appointed by each of the Unions and three (3) members appointed by the Employer will be established upon ratification of the collective agreement and will meet regularly in order to complete a set of recommendations to deal with recruitment, hiring, training and promotion of the target groups, i.e., women; workers of colour; Aboriginal workers; workers with disabilities; gays, lesbians, bisexual and transgendered workers, which will be forwarded to the CUPE National Officers and to each of the Union Executives for consideration.

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

**APPENDIX “AA” - LETTER OF UNDERSTANDING - RE: EMPLOYMENT EQUITY
(ARTICLE 22.12)**

Pursuant to the terms of Article 22.12, the Joint Employment Equity Committee shall undertake to jointly develop a process to create an inventory of qualified candidates from each of the equity groups identified in the Employment Equity Plan, jointly developed by the parties, to be considered when hiring into CSU National Office Component bargaining unit positions.

CSU National Office Component agrees to the application of Employment Equity principles in hiring into both permanent and temporary positions within the CSU National Office Component bargaining unit.

**APPENDIX “BB” - LETTER OF UNDERSTANDING - HARASSMENT POLICY
(ARTICLE 22.04)**

1. CUPE and CSU National Office Component agree that the purpose of this letter of Understanding is to establish an expedited dispute resolution process for complaints made pursuant to Article 22.04 of the Collective Agreement. For the duration of the Letter of Understanding, this process is in lieu of the grievance procedure in Article 8.
2. An employee who believes they have been the subject of harassment within the meaning of Article 22.04 has the choice to first endeavour to resolve the matter informally, with or without the assistance of CSU National Office Component as the employee may wish, or formally lodge a complaint through CSU National Office Component. If the matter is not resolved within ten (10) working days of being raised, CSU National Office Component 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, CSU National Office Component may make a complaint under paragraph #3 below.
3. A complaint under Article 22.04 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 he/she considers appropriate in the circumstances.
7. The roster of expedited arbitrators shall be as in Article 8 of the Collective Agreement.
8. Time limits may be extended by agreement between CUPE and CSU National Office Component.
9. Fees and expenses of the expedited arbitration shall be shared equally by CUPE and CSU National Office Component.

APPENDIX “CC” - 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 “P”.

APPENDIX “DD” - LETTER OF UNDERSTANDING - WORK REINTEGRATION AND L.T.D. BENEFIT-RELATED ISSUES

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

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

The Committee will endeavour to jointly develop and implement within six (6) months of ratification a Work Reintegration and Accommodation Program.

APPENDIX “EE” - LETTER OF UNDERSTANDING - USE OF SURPLUS FOR BRIDGING

After funding the improvements in maximum pension and bridge benefits, the first priority for going concern actuarial surpluses, both current and future, will be to allocate them to the benefit of plan members until indexing at the rate of 100% of expected future CPI increases for the future lifetime of pensioners and active plan members in respect of their accrued service is fully funded.

In addition to the provisions set out herein above for the requirement for funding of indexation, the parties may agree in collective bargaining to make use of available current and future surplus in order to improve the bridge benefit.

Improvements in the base bridge is a joint objective. This may include offering a bridge up to the maximum bridge that is currently given to employees who were active members of the plan prior to December 31, 1997.

APPENDIX “FF” - LETTER OF UNDERSTANDING - BRIDGE BENEFIT

The parties agree that members actively contributing to the pension plan as of December 31, 1999 and not covered by the 1997 bridge and who retire between the date of ratification of this collective agreement and December 31, 2009 will be entitled to a top up of the new bridge up to no more than the maximum bridge benefit they would otherwise be entitled to under the old bridge.

APPENDIX “GG” - LETTER OF UNDERSTANDING - CRA MAXIMUM PENSION

Effective January 1, 2006 the lifetime pension maximum increased to the CRA maximum for all past and future service.

APPENDIX “HH” – LETTER OF UNDERSTANDING – LOSS OF SENIORITY

Employees who occupy a position temporarily vacant within the CDU bargaining unit shall not lose their seniority for a period of twelve (12) months. This period may be extended, on an exceptional basis, following agreement between the parties. Such agreements shall not be arbitrarily withheld.

Employees shall only lose their seniority in the event that they obtain a permanent position within the CDU bargaining unit, after six (6) months following the commencement of their permanent appointment.

APPENDIX “II” – LETTER OF UNDERSTANDING – LONG TERM DISABILITY

The parties recognize that the current LTD Plan is administered through an ASO agreement. For the period of time that the Plan is administered through the aforementioned ASO agreement, CUPE agrees to amend the current LTD Plan disability definition, for CSU members, to allow for eligibility for LTD benefits when medical evidence supports an employee's inability to perform the required functions of their assignment. It is understood and agreed that the change in definition is not intended to eliminate the differences related to “own occupation” and “any occupation” considerations covered in the LTD Plan. The current practice in the application of LTD coverage after 24 months will continue.

Following the 60-calendar day waiting period, an employee will be considered disabled and eligible for LTD benefits if it is determined that the employee cannot perform the required functions of their assignment, based on the medical information provided.

To determine the required functions of an employee's assignment, the LTD claim forms (forwarded following three weeks of continuous sick leave) will include a description/statement of the employee's assignment, to be completed by the employee and/or the Regional Director. This information will allow both the employee's physician and Great-West Life to determine whether an employee is unable to perform the required functions of their assignment. This will also allow CUPE to determine if the assignment can be modified to enable the employee to continue working in a full-time assignment.