

**COLLECTIVE AGREEMENT**

**BETWEEN**

***CUPE***

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND**

**CANADIAN STAFF UNION,  
LOCAL 1-NL**



**2018 – 2021**

**COLLECTIVE AGREEMENT**

**THIS AGREEMENT MADE AND ENTERED INTO  
THIS 1<sup>ST</sup> DAY OF JANUARY 2018**

**BETWEEN**

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

**AND**

**CANADIAN STAFF UNION, LOCAL 1-NL  
(HEREINAFTER REFERRED TO AS THE “UNION”)  
OF THE SECOND PART**

**2018 - 2021**

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WHEREAS the Union has requested the Employer to enter into a Collective Agreement and the Employer has consented thereto;

Now this Agreement witnesseth that the Employer and Union each agree with each other as follows:

## **ARTICLE 1 - PURPOSE**

**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 matters pertaining to working conditions, employment, services, etc.
- (c) To encourage efficiency in the operation of the Canadian Union of Public Employees and to provide the best service to its members.
- (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 matters pertaining to the working conditions of the employees be drawn up in Agreement.

NOW THEREFORE, the parties agree as follows:

## ARTICLE 2 - RECOGNITION

- 2.01** The Employer recognizes Local 1-NL as the sole and exclusive bargaining agent for employees of the Employer primarily based in the Province of Newfoundland and Labrador except those employed as Regional Director and clerical employees, 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** No employee shall be required or permitted to make any written or verbal agreement with the Employer or the Employer's representatives which conflict with the terms of this Agreement.
- 2.03** It is understood and agreed by the Parties hereto that the Collective Agreement is subject to and applicable under the provisions of the Newfoundland and Labrador *Labour Relations Act*.
- 2.04** Should the Union change its name, affiliate or merge with any other union, or group of unions, preferably within the CLC, the resulting entity shall retain all privileges and rights of the former union, and the existing Collective Agreement shall remain in force.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

**3.01** 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 also has the right to determine the nature of a vacancy, to transfer staff or re-allocate servicing districts or assignments provided, however, that in transfer or re-allocation of servicing districts or assignments, such changes will be made only when the needs of the Canadian Union require it; however, when making such changes due recognition will be given to the seniority of employees affected. It is understood that the employees thus affected will be notified in advance in order that they may, if they so desire, make representation to the Employer through the Union. It is further understood that transfers will not be made for disciplinary purposes.

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.

**3.02** In the exercise of management's rights, and in the conduct of the parties under the terms of this Agreement, there shall be no discrimination on the basis of any of the prohibited grounds outlined in Article 25.02.

## **ARTICLE 4 - UNION SECURITY**

### **4.01 All Employees to be Members**

The Parties agree that all employees of the Employer primarily based in the Province of Newfoundland and Labrador shall become and remain members in good standing of Local 1-NL, according to the Constitution and By-Laws of Local 1-NL. All future employees of the Employer primarily based in the Province of Newfoundland and Labrador shall, as a condition of continued employment, become and remain members in good standing in Local 1-NL from the date of hire.

**4.02** The Employer shall deduct from every employee in the Local 1-NL bargaining unit, any monthly dues, assessments and initiations, in accordance with Local 1-NL's Constitution and Bylaws, and owing by him/her to Local 1-NL.

**4.03** Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of Local 1-NL not later than the 15th day of the month following, accompanied by a list of the names of all employees from whose wages the deductions have been made.

## **ARTICLE 5 - CORRESPONDENCE**

- 5.01** All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the National Officers or their designates and the President of Local 1-NL, with copies to be forwarded to the Table Officers of the Executive of the Canadian Staff Union, Local 1-NL.
- 5.02** The Employer will forward to the President, with copies to the Table Officers of the Executive of the Canadian Staff Union, Local 1-NL, the name and address of all newly hired employees at the time of commencement of employment with the Employer. The Employer further agrees to inform the Union in the form of a letter of the name of any employee primarily based in the Province of Newfoundland and Labrador leaving the employ and informing of the reason for the severance of employment when same occurs. The foregoing information shall be provided electronically.
- 5.03** 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 6 - BARGAINING AND LABOUR-MANAGEMENT COMMITTEES**

**6.01** The Employer agrees to recognize a committee of up to eight (8) members selected by the Union as their committee representing CSU, Local 1-BC, and Local 1-NL for bargaining and handling of other matters arising out of the Agreement. Such members shall suffer no loss of salary carrying out these functions while meeting with management.

**6.02** In the event either party wishes to call a meeting of the Committee, the meeting shall be held within sixty (60) calendar days at a time and place fixed by mutual agreement.

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

### **6.04 Labour-Management Committee**

It is agreed and understood that the present Labour-Management Committee of CUPE and CSU will make every effort to schedule meetings to deal with identified issues and attempt to resolve issues before a formal grievance is submitted.

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

Agenda items are to be exchanged at least three (3) weeks in advance of each meeting.

Approved minutes of all Labour-Management Committee meetings will be circulated with copies to the Union and the Employer.

## **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** It is agreed and understood that both parties recognize that the final resolve of the grievance procedure should be undertaken without any undue delay. It is in the best interest of CUPE and CSU to bring about a better understanding of both parties' positions on matters arising from the Collective Agreement.

**8.03** For the purpose of processing grievances, the President, Vice-President and Chief Steward shall comprise the National Grievance Committee. Two (2) members appointed by the Union shall comprise the Regional Grievance Committee. When an employee has a grievance the specifics of the grievance shall first be placed in writing and directed to the Regional Vice-President.

### **8.04 Step 1:**

Within five (5) months 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 Union Representative shall forward the grievance to the appropriate Director. A written reply to the grievance shall be forwarded to the Union within fifteen (15) working days of the grievance being received.

### **Step 2:**

If this does not resolve the grievance, a meeting shall be established between the appropriate Managing Director and/or the Director of Labour Relations, and the Grievance Committee of the Union within twenty (20) working days to attempt to settle the grievance. A written decision shall be communicated to the Grievance Committee within fifteen (15) working days of the meeting. Failing settlement, the grievance may then become the subject of arbitration. (Provided that by mutual written consent of the parties, said meeting may be waived, and the matter remitted directly to arbitration. Further provided that the parties by mutual agreement may refer the grievance to the next scheduled Labour-Management Committee meeting on a without prejudice basis to attempt to resolve the matter.)



## ARTICLE 8 - GRIEVANCE PROCEDURE (cont'd)

### Step 3:

- (a) The parties will select a mutually acceptable arbitrator from the region where the grievance originated unless otherwise agreed. If no agreement is reached, the parties shall ask the Provincial Department of Labour where the grievance originated to appoint an arbitrator.
- (b) The Parties agree that the applicable Labour Relations Act shall govern the arbitrator in the resolution of the grievance and the parties in the enforcement of the arbitrator's award.
- (c) For greater clarification, the expedited section of the applicable Labour Relations Act shall apply. A grievance can be referred to arbitration on an expedited basis only within the ninety (90) day period following the referral to Step 2. The protocols specified in the Ontario Labour Relations Act shall apply in provinces where the Labour Relations Act is silent on expedited arbitrations.

**8.05** In determining any grievance arising out of a claim of discharge or other discipline, the arbitrator may dispose of the claim by affirming management's actions and dismissing the grievance, by setting aside the disciplinary action involved and restoring the grievor to his/her former position, with or without compensation, by substituting a lesser or different penalty for the discharge or discipline, or in such other manner as may in the opinion of the arbitrator be justified and equitable.

**8.06** The expenses of the arbitrator shall be borne in equal amount by the Employer and the Union.

**8.07** The decision of the arbitrator shall be an order of compliance, final, binding and enforceable by both parties to this Agreement. Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision, which shall be done within five (5) calendar days.

## **ARTICLE 8 - GRIEVANCE PROCEDURE (cont'd)**

### **8.08 Replies in Writing**

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

### **8.09 Facilities for Grievance**

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

### **8.10 Supplementary Agreements**

Supplementary agreements, if any, upon ratification by both parties to this Agreement shall form part of this Agreement and are subject to the grievance and arbitration procedure.

### **8.11 Time Limitations**

Wherever time limitations are provided in this Article, such limitations may be extended by the agreement of the parties or the arbitrator.

### **8.12 Technical Objections to Grievances**

No grievance will be defeated or disallowed by reason of any formal or technical objection, or defect in form.

## **ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### **9.01 Discipline or Discharge**

- (a) When any person or group of persons make written slanderous or derogatory statements pertaining to any member of the Canadian Staff Union, the appropriate Managing Director or designate 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 may 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 Unjust Suspension or Discharge**

Should it be found upon investigation that an employee has been unjustly suspended, discharged or disciplined, such employee shall be immediately reinstated in his/her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his/her normal earnings plus interest, 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.

- 9.03** 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.

## **ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE (cont'd)**

- 9.04(a)** 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, 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; 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'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.
- (b) The parties further agree that similar terms re: employee benefit premiums as per (a) above 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 a legally-binding undertaking.

### **9.05 Burden of Proof at Arbitration Hearings**

The burden of proof of just cause shall rest with the Employer in discipline cases. Evidence shall be limited to the grounds stated in the discipline notice to the employee.

- 9.06** Any employee appearing before the Employer or Employer representative for disciplinary measures may be represented by an officer of the Union.

### **9.07 Crossing of Picket Lines**

Employees shall have the right to refrain from crossing picket lines.

To refrain from crossing a picket line shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

## **ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE (cont'd)**

### **9.08 Removal from File**

All written documents in an employee's file of a disciplinary nature shall be removed from the file after twelve (12) months.

### **9.09 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.

**9.10** The recognized personnel file of an employee shall be located in the Human Resources Department. In order to ensure and maintain the confidential aspect of these files, they shall be kept by the Managing Director of this Department in a secure location.

## 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, layoffs, recall and demotion.

(b) Seniority previously earned by current bargaining unit members in the COPE 491 or CEU bargaining units prior to October 28, 2011 shall continue to be recognized and included as CSU seniority.

### **10.02 Temporary Employees**

(a) A temporary employee, under this Agreement, means those employed for a specific servicing or organizing job of less than six (6) months duration and shall be entitled to all benefits of this Agreement, except where prevented by the carrier. Notice will be given to the Union of all temporary employees, the reason, and the approximate duration of employment. The six (6) month period may be extended by mutual agreement.

Transportation will be provided to temporary employees in the form of (a) leased car, or (b) mileage allowance, or (c) car allowance, choice to be determined at the reasonable discretion of the Employer. A copy of the current Transportation Policy shall be provided to temporary employees upon hiring.

(b) Temporary employees as defined in Article 10.02 (a) shall have seniority for bidding purposes for positions covered under the Collective Agreement as follows:

(i) All service worked from the original date of hire provided there has not been a break in service of more than five hundred and fifty (550) days.

(ii) In the event there is a break in service of 30 days or less, such time shall be considered as continuous service.

(iii) If there is a break in service over 30 calendar days, such time will not contribute to service, and seniority date will be adjusted accordingly.

(iv) Affected temporary employees will be notified of any extensions to their temporary assignments a minimum of (3) three weeks prior to the completion of their assignment where reasonably possible.

(c) All benefits of the Collective Agreement where applicable shall be provided to all temporary employees. For the purpose of this clause, benefits shall mean the present CUPE benefits or a billing for benefits from the employee's employer in order to maintain benefits during any leave.

(d) The Employer shall provide to the Union a temporary seniority list twice a year, in June and December, in an electronic version.

## **ARTICLE 10 - SENIORITY (cont'd)**

(e) Where temporary employees do not receive an advance on expenses, they shall be entitled to submit expense claims on a bi-weekly basis. Expenses shall be reimbursed within thirty (30) days of receipt of the claim by National Office.

(f) **Training**

Temporary employees will be required to take training and orientation, as deemed necessary by the Regional Director or designate to perform the duties of their temporary assignment. Such training will be in areas where they have not had sufficient training and/or experience prior to their appointment.

The intent is to train and assist in the development of temporary staff with the goal being their meeting the qualifications of the servicing representative position. Areas of training and/or experience shall include but not be limited to: local union communication and mobilization, negotiating, grievance handling, strikes, arbitration, mediation, conciliation labour laws, CUPE policies, equity issues, coalition building, political action, crisis intervention, and team building.

Identified training will be provided to temporary employees in a timely manner. Training will be completed prior to the expiration of the temporary assignment in the event the assignment is of sufficient duration.

Temporary employees who successfully complete the identified required course of training and orientation will be deemed qualified for the purpose of Article 11.03 (a). In no circumstance will the training period exceed twelve (12) cumulative months of service.

### **10.03 Seniority List**

The Employer shall maintain 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 31<sup>st</sup> of each year) in an electronic form. Such list shall form part of this Agreement. The Employer shall also provide the Union with a blended permanent employee and temporary employee seniority list, not later than March 31<sup>st</sup> of each year.

## **ARTICLE 10 - SENIORITY (cont'd)**

### **10.04 Probationary Employees**

Newly hired permanent employees shall be considered on a probationary basis for a period of six (6) months from the date of appointment.

A temporary employee who attains eighteen (18) months of total temporary seniority at least six (6) months of which are continuous, will be deemed to have completed the probationary period upon appointment to a permanent position.

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement. The employment of such employees may be terminated at any time during the probationary period for just cause.

### **10.05 Loss of Seniority Rights**

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.

### **10.06 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 and CSU National Office Component retirees shall be integrated and shall not be adversely affected.



## ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

### 11.01 Job Postings

- (a) When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, 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 they may apply in writing for the job if they so desire.

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.

The foregoing does not apply to positions within the Quebec Region.

Job postings for the Quebec Region will be posted in the Quebec Region and will be sent to other employees who may qualify as to language requirements.

- (b) Providing sufficient notice of an impending vacancy has been received, a posting will be issued up to six (6) months prior to the position becoming vacant and every effort will be made to post the impending vacancy no later than three (3) months prior to the position becoming vacant. Where an employee gives notice of his/her intent to retire at the completion of a leave of absence or vacation 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.
- (c) When the Employer can reasonably expect a newly-created temporary position or a temporary vacancy within the CSU 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 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.
- (ii) For the next thirty (30) days, payment of 50% of hotel room, single occupancy.
- (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.

## **ARTICLE 11 - PROMOTIONS AND STAFF CHANGES (cont'd)**

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

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

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

- (d) 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 11.01(c) of the collective agreement), the Employer will inform staff within the region of such opportunities, by circulating notice within the offices in the region, outlining the details of the assignment.

Staff will be required to make their interest in such opportunities known to the appropriate director(s) in writing, and any resulting reassignment will be determined in consultation with the Department of Organizing and Regional Services and/or other national department affected. Reassignments will be made taking into consideration seniority, qualifications, and costs.

### **11.02 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. The posting shall reflect the job content. Such qualifications shall not be decided in an arbitrary or discriminatory manner.

### **11.03 Method of Making Appointments**

- (a) In filling vacancies, appointment shall be made of the applicant with the greatest seniority from among those meeting the required qualifications to perform the duties of the position. Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service. When the successful applicant is an internal applicant, the appointment shall be made within thirty (30) days of the closing of the posting. Where the Employer finds that it is not possible to make the appointment within thirty (30) days, they will consult with the Union.

## **ARTICLE 11 - PROMOTIONS AND STAFF CHANGES (cont'd)**

- (b) 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. The successful applicant shall be provided with necessary training that will better himself/herself in the discharge of the position's duties.
- (c) At the time a permanent position is posted, temporary employees shall be credited with seniority pursuant to Article 10.02 (b) for the purpose of appointment or promotion to that position. Further if no longer in the employ of CUPE they may use their accumulated seniority to bid for a posted vacancy for a period of up to eighteen (18) months following the termination of their last appointment.
- (d) The senior qualified applicant will be appointed to the position provided they agree to take up/assume the position within 3 months from date of notification that they are the successful applicant, pending CUPE's operational requirements.
- (e) A temporary employee, upon appointment to a permanent position within the CSU bargaining unit must remain in that position for one (1) calendar year. This does not prevent such employee from being considered the successful applicant for any other position within the CSU bargaining unit, prior to the completion of the calendar year. If successful, the employee will not move to the position until the completion of the year.
- (f) **Offer of Appointment**
  - 1. When a position is posted and the senior applicant withdraws his/her application prior to being appointed, the position will be awarded to the next senior qualified applicant from amongst the original applicants.
  - 2. When a position is posted and the senior applicant refuses the offer of appointment, the position will be awarded to the next senior qualified applicant from amongst the original applicants.
  - 3. When the senior applicant accepts the offer of appointment, as per the proposed form and later wishes to withdraw, said position will be reposted.
  - 4. The acceptance of offer of appointment form will not be used against an applicant who later wishes to withdraw.
- (g) **Executive Assistant Appointments**

Notwithstanding Article 11.03 (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).

## ARTICLE 11 - PROMOTIONS AND STAFF CHANGES (cont'd)

- (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.

### 11.04 Trial Period

- (a) The successful applicant to a promotion or transfer to a position where the duties are significantly different shall be placed on trial for a period of six (6) months. If both parties agree the trial period may be reduced or extended. Conditional on satisfactory service, such trial transfer/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 finds himself/ herself unable to perform the duties of the new job classification, he/she shall be returned to his/her former position without loss of seniority and his/her salary will be adjusted to the appropriate increment in his/her former position.

Where there is a possibility of such reversion arising, the possible financial implications of such reversion will be discussed with the relevant employee(s), and arrangements will be put in place to minimize the possible cost to the Employer (e.g. moratorium on selling/buying houses, moving, etc.).

- (b) Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position without loss of seniority and his/her salary will be adjusted to the appropriate increment in his/her former position.

## **ARTICLE 11 - PROMOTIONS AND STAFF CHANGES (cont'd)**

- (c) In the case of a position left vacant due to the promotion of an employee to the position of Regional Director, that vacant position shall not be filled permanently until the successful applicant has completed his/her trial period.

### **11.05 New or Reclassified Positions**

Where new positions are created within the bargaining unit, or current positions reclassified, the Employer will advise the Union in advance of the nature of the position and the proposed wage or salary rate. Should the Union object to any changes and the parties are unable to reach agreement in any dispute that may arise, such dispute shall be resolved in accordance with the Grievance Procedure. The new rate shall become retroactive to the time the position was first filled by an employee.

### **11.06 Union Notification**

The Union shall be notified of all appointments, hirings, lay-offs, transfers, leaves of absence in excess of three months, recalls and terminations of employment within the bargaining unit.

### **11.07 Relieving Pay**

When an employee is assigned to relieve in a higher position and performs the normal duties of that position, he/she will receive the rate of pay for the position.

- 11.08** Notwithstanding anything else in the Agreement, the provisions of the moving expenses policy will not apply in cases where an employee who is appointed to a permanent position subsequently applies for and is awarded a vacancy or a new position (except one that represents a promotion) which is posted within two (2) years of the start date of the initial permanent appointment.

## **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.
- (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 regarding 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 RECALL PROCEDURE**

**12.01** 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 become redundant. Employees shall be laid off in reverse order of seniority and shall be recalled in the order of their seniority provided they are qualified to perform the work. No new employees will be hired until those laid off have been given an opportunity of employment.

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**

- (a) The Employer shall notify permanent employees who are to be laid off a minimum of three (3) months before the lay-off is to be effective. If the employee laid off has not had the opportunity to work three (3) months after notice of lay-off, he/she shall be paid in lieu of work for that part of the three-month period during which work was not made available.
- (b) Temporary and non-permanent employees who are to be laid off, shall receive notice or pay in lieu of notice, as follows:
  - (i) Temporary employees who have worked at least three (3) consecutive months shall be given two (2) weeks notice of lay-off which will be confirmed in writing in a timely manner, or pay in lieu.
  - (ii) Employees who have worked less than three (3) consecutive months shall be given one (1) week's notice of lay-off which will be confirmed in writing in a timely manner, or pay in lieu.

### **12.03 Notice of Early Termination of Temporary Appointment**

Despite the provisions in Article 3.01 and the lay-off provisions above, temporary employees may be released as a result of changed circumstances, unsuitability or other operational reason, from their temporary appointment prior to the last day of the appointment or of the most recent extension.

Should this occur, the temporary employee shall be provided two (2) weeks' notice of early termination.

## **ARTICLE 13 - PAID 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 "B" attached.

### **13.02 Holidays Falling on Weekend**

When any of the above-noted holidays, other than those covered under Appendix "B" attached, 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.



## ARTICLE 14 - VACATIONS WITH PAY

See Appendix "C" re: vacation use and accumulation.

### 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, new permanent employees shall be entitled to vacation credits at the rate enjoyed immediately prior to being hired by CUPE, calculated on the basis of service with the previous employer including service with CUPE during the period of temporary employment immediately prior to their permanent hire, 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. Employees will receive the vacation bonus in the first pay period in June of each year. The vacation bonus payments will be included as pensionable earnings.
- (c) Every effort shall be made to allow vacations when requested by employees. A schedule for each vacation year shall be circulated by the Regional Director in February so that preferences can be indicated. Preference of vacation dates in each work location shall be on the basis of seniority.
- (d) It is understood that on occasion because of priority matters such as critical bargaining periods in locals being serviced, arbitration hearings, Labour Board hearings, etc., scheduled vacations may be postponed. In such cases the Regional Director shall make the decision regarding such postponements.
- (e) It is agreed that vacation entitlement includes Saturdays and Sundays falling within the vacation period; that is, vacation periods commencing on a Monday would continue through the following weekends up to the Monday of return to work. Employees required to return to work while on vacation days, including Saturdays or Sundays, shall be entitled to displaced vacation credit day(s).
- (f) No employee shall accumulate vacation credits or vacation bonus beyond a period of twelve (12) months when on long-term disability.

## **ARTICLE 14 - VACATIONS WITH PAY (cont'd)**

### **14.02 Holidays During Vacation**

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

### **14.03 Vacation Pay on Termination**

An employee terminating his/her employment at any time in his/her vacation year, before he/she has had his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

### **14.04 Approved Leave of Absence 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 Vacation Pay**

If an employee provides a minimum of three (3) weeks notice his/her regular pay and filed expenses shall be given him/her on his/her last pay day prior to the commencement of his/her vacation period.

**14.06** 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 - LEAVE OF ABSENCE**

### **15.01 For Union Business**

- (a) 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 and/or benefits for the time so spent.
- (b) An employee who is appointed or elected to work full time for the Union for either a temporary period of time or in a permanent full-time position with the Union shall be granted a leave of absence without pay and without loss of seniority or benefits. All benefits, rights and privileges under the collective agreement shall continue to accrue as if the employee was at work.
- (c) The Employer shall continue payments of all salary and benefits and invoice the Union for reimbursement of leave under (b) above.
- (d) In the case of a leave for the CSU National President, the union will reimburse 75% of the salary and 100% of all other costs.

### **15.02 Leave for Union, Public Duties, and Educational Purposes**

- (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, a Provincial Federation of Labour or a Labour Council, 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 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.
- (c) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall consider leave of absence without loss of benefits so that the employee may be a candidate in federal, provincial or municipal elections. An employee who is elected to public office shall be allowed leave of absence without loss of seniority during his/her term of office.
- (d) Leave of absence with pay and without loss of benefits and seniority may be granted by mutual agreement for employees accepted to attend specialized courses or seminars.

This includes week-long sessions as well as Labour College of Canada, Governor General's Study Conference, Nuffield or Duke of Edinburgh Commonwealth Conference or job related training courses.

## ARTICLE 15 - LEAVE OF ABSENCE (cont'd)

- (e) 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 elective office within a provincial federation of Labour or the CLC shall be placed in the position occupied prior to the leave and in the servicing area in which the employee worked prior to the leave provided that such position is vacant or filled temporarily not permanently. If the returning employee has established residence in another servicing area during the leave, the employee may request placement in the servicing area where his/her residence has been established, provided that a position there is vacant or filled temporarily not permanently. If such a position is not available in either case, the employee shall be placed by the Employer in a position in his/her region.
- (f) Under this article, service will continue to be credited for purposes of progression on the vacation grid. Entitlements during a period of leave greater than sixty (60) days shall be prorated.

### 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.

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.

#### Special Leave

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 or loss of benefits to an employee who is called as a juror or witness in any court. The Employer shall pay such an employee the difference between his/her normal earnings and the payment he/she receives 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.

## **ARTICLE 15 - LEAVE OF ABSENCE (cont'd)**

### **15.05 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.

Under this article, service will continue to be credited for purposes of progression on the vacation grid. Entitlements during a period of leave greater than sixty (60) days shall be prorated.

### **15.06 Pregnancy/Maternity, Parental and Adoption Leave Without Pay**

#### **(a) Pregnancy/Maternity Leave Without Pay**

Employees who have completed a minimum of three (3) months service before the anticipated birth of a child shall be granted a pregnancy/maternity leave without pay, without loss of seniority or benefits for a period of up to seventeen (17) weeks. Where an employee will take further leave as standard or extended Parental Leave as provided for in 15.06 (b), the period of leave under this paragraph will be limited to sixteen (16) weeks consisting of the one (1) week E.I. waiting period and fifteen (15) weeks E.I. benefits period. Pregnancy/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 in the case of standard parental leave, or sixty-one (61) weeks in the case of extended parental leave. Parental leave must be requested in writing at least two (2) weeks prior to the anticipated commencement of this leave. The election of requesting standard or extended parental leave must be made in the initial request. Leave taken in conjunction with 15.05 (a) or 15.06 (b) cannot exceed fifty-two (52) weeks in total in the case of standard parental leave, or seventy-seven (77) weeks in the case of extended parental leave. Either birth parent who intends to apply for parental leave shall notify the employer at least (10) weeks prior to the expected date of the termination of the pregnancy.

## ARTICLE 15 - LEAVE OF ABSENCE (cont'd)

### (c) **Adoption Leave Without Pay**

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

- (d) When an employee is on unpaid leave of absence, pursuant to 15.06 (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 provided they 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) **Additional Parental Leave**

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

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

- (f) Employees on preventative maternity leave (under the Quebec Workers' Compensation plan) will be paid the difference between their normal basic salary and WCB benefits received.

Note: Parental leave applies to male or female employees.

## ARTICLE 15 - LEAVE OF ABSENCE (cont'd)

### 15.07 Supplemental Unemployment Benefits (SUB)

- (a) Employees who have completed nine (9) months service prior to commencement of leave as described in 15.06 (a), (b) or (c) shall be entitled to Employment Insurance (E.I.) SUB payments. During the EI one-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. During the sixty-one (61) weeks, in the case of extended parental leave, following the fifteen (15) weeks of pregnancy/maternity leave, the Employer shall supplement the weekly EI payments up to 60% of the employee's basic salary.

The final week of leave immediately following the end of the entitlement period based on any combination of E.I. benefits for pregnancy/maternity, adoption or standard parental will be paid by the employer at 95% of the employee's basic salary (formerly the second week of the E.I. waiting period). This paragraph does not apply to extended parental leave.

- (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 standard parental leave; or sixty-one (61) weeks for extended 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 or severance pay benefits are not reduced or increased by payments received under this plan.

## **ARTICLE 15 - LEAVE OF ABSENCE (cont'd)**

- (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.

### **15.08 Spousal Birth Leave**

- (a) An employee shall be allowed spousal birth leave with pay for ten (10) days following the confinement of the spouse.
- (b) 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, group life insurance coverage, unbroken coverage for seniority, vacation, vacation bonus, and severance pay.
- (c) 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 1 only, of article 15.08 b), 15.06 b) or c) leave provisions.

### **15.09 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.

### **15.10 Casual Leave**

Due to the abnormal hours of work, which at times result in unusual abuse of personal free time, up to fifteen (15) casual days per year will be granted with pay to compensate for this loss. The Regional Director shall administer the application of this casual leave.



## ARTICLE 15 - LEAVE OF ABSENCE (cont'd)

**15.11** It is understood and agreed to that Article 15.10 (Casual Leave) of the Collective Agreement between the Canadian Union of Public Employees and the Canadian Staff Union, shall be interpreted as follows:

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 three (3) consecutive casual days at one time shall require prior notification to the appropriate Director;
- use of consecutive five (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.

### 15.12.1 Domestic Violence

The parties acknowledge that when domestic violence occurs, it is a significant social problem that can affect the health and well being of employees and their families.

When employees experience violence or abuse in their personal lives, it may affect their attendance or performance at work.

## **ARTICLE 15 - LEAVE OF ABSENCE (cont'd)**

- 15.12.2** a) The Employer agrees to provide the following leaves for victims of domestic violence:
- i. Five (5) days leave with pay.
  - ii. Twenty-six (26) weeks of unpaid leave in one consecutive period.
- b) Domestic violence leave may be taken for the following purposes:
- i. To seek medical attention for the employee's child in respect of a physical or psychological injury or disability caused by the domestic violence.
  - ii. To obtain services from a victim services organization.
  - iii. To obtain psychological or other professional counselling.
  - iv. To relocate temporarily or permanently.
  - v. To seek legal advice or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence.

### **15.12.3 Access and Approval**

The foregoing leaves are accessed by request to, and approval of, the Managing Director of Human Resources.

### **15.12.4 Confidentiality**

The Employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or as required by law, or with the consent of the employee.

### **15.12.5 Discipline**

The Employer agrees that no discipline will be imposed against an employee if their attendance or performance at work suffers as a direct result of experiencing domestic violence.

### **15.12.6 Workplace Policy**

The Employer will maintain a workplace policy on preventing and addressing domestic violence at the workplace. The policy will include information on how employees can report incidents of domestic violence.

### **15.12.7 Workplace Supports and Training**

Human Resources employees who will administer the leaves and the policy will be trained in domestic violence and privacy issues.

## **ARTICLE 16 - PAYMENT OF WAGES AND ALLOWANCES**

### **16.01 Pay Days**

The Employer shall pay salaries and wages every second Thursday in accordance with the Salary Appendix "A", attached hereto and forming part of this Agreement.

### **16.02 Direct Deposit Payroll**

All employees will be paid by way of a direct deposit system except those permanent employees who, on the date of ratification, are not participating in the direct deposit system. Those employees not participating in the direct deposit system may opt into the system at any time. Employees will not be allowed to opt out of the direct deposit system.

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

### **16.04 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.

### **16.05 Bilingual Bonus**

A seven percent (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.

## **ARTICLE 17 - JOB CLASSIFICATION AND RECLASSIFICATION**

### **17.01 No Elimination of Present Classification**

Existing classifications and positions 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.

## ARTICLE 18 - EMPLOYEE BENEFITS

### 18.01 Pensions

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, 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 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.

**18.02 (a)** The present plan shall provide for a 66  $\frac{2}{3}$ % post-retirement spouse's pension.

- (i) Employees may retire at age 55 without loss of accrued benefits if they have attained 25 years of service; or at any subsequent age provided the employee's age and years of service total a factor of 80 (e.g. 56 years of age with 24 years of service; 57 years of age with 23 years of service, etc.)
- (ii) For employees who terminate their service, the interest rate for pension monies withdrawn from the plan shall be 7%.

## ARTICLE 18 - EMPLOYEE BENEFITS (cont'd)

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:

- (i) increased contributions to the Plan;
- (ii) 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 individual contributions, in order to purchase annuities to cover the years worked with a previous employer where no pension plan was available.

When an employee buys back his/her portion of CUPE past service for pension purposes, the Employer shall pay for all employer costs for all CUPE prior service, including temporary service with the Employer.

- (b) All welfare benefits provided by the Employer shall be on the current fee schedule of the respective carrier.
- (c)
  - (i) All extended health and dental benefits shall continue to accrue to all retirees, widows, widowers and their dependants when not covered by provincial government programs.
  - (ii) All employees who become active members of the CEPP after October 29, 2015 and who have less than seven and a half (7.5) years of CUPE service at retirement shall have 13.333% of the benefits premium cost paid by the Employer for each year of service for the duration of the employee's retirement, or full payment of the benefits premium costs where they have 7.5 or more years of CUPE service at retirement.
  - (iii) 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.
- (d) 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 and for employees who were active plan members accruing pension benefits on May 16, 2007, the full bridge benefit will be \$8,000 per year after 10 years of CUPE service, and pro-rated if CUPE service is less than 10 years.

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

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

## **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 for active employees in the amount of three (3) times their yearly salary. 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 (1) times yearly salary, the premium to be fully paid by the Employer, or an amount equal to two (2) 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 present CSU retirees, to be paid to their estate or beneficiary.

For married employees the plan shall provide for one (1) times annual income, plus Survivor Income Benefits of 25% of income to spouse and 5% to each child under age 19. For single employees the plan shall provide for two (2) times annual income. In no event shall death benefits provide a payment less than two (2) times annual income.

#### **Survivor Income Benefits**

It is agreed, subject to current SIB policy, that employees hired before May 1, 1989 who had elected survivors' income shall continue to have this option. Married employees shall include those with a spouse or child.

### **18.05 Long-Term Disability**

Employees, upon completion of their probationary period, shall be entitled to have their wages maintained while sick for a period of sixty (60) days, at which time if they continue to be sick they will be placed on long-term disability. Any recurrence within a six-month period of the illness will require the employee to be placed directly onto long-term disability rather than on sick leave.

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

- (a) A 3% maximum cost-of-living escalator increase shall be applied to LTD payments.
- (b) LTD payments shall be 82.2% of gross salary at the time of the application to the plan.



## **ARTICLE 18 - EMPLOYEE BENEFITS (cont'd)**

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 final 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.

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 following fifteen (15) weeks the Employer shall supplement the weekly E.I. payments up to 82.2% of the employee's basic salary.

### **Temporary Employee Short Term Disability**

Temporary employees who have completed nine months' service shall be entitled to Employment Insurance (E.I.) SUB payments upon confirmation of E.I sick leave benefit approval. The SUB payment will top up salary to 95%.

SUB payments will continue until the earlier of the expiry of current assignment, the recovery and return to work of the employee, or fifteen weeks.

### **18.06 Changes in Plans**

Any changes, deletions, additions, or changes of contributions to any of the employee benefit plans which includes but is not limited to life insurance, extended health benefits, long term disability, provincial medicare, dental benefits, voluntary leave, shall be agreed upon by the union and employer. It is understood that the contributions to the pension plan shall not be reduced.

**18.07** 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 and benefits, long-term disability, provincial medicare, dental benefits, voluntary leave.

### **18.08 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)**

### **18.09 Employee Assistance Committee**

An Employee Assistance Committee shall be established as set out in the attached Letter of Understanding, Appendix "E".

### **18.10 Optical Care**

The Employer shall provide for a vision care plan to a maximum of \$750.00 per twenty-four (24) month period. The maximum \$750.00 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 \$750.00 per twenty-four (24) month period until such time as the laser eye surgery costs are fully reimbursed.

### **18.11 Dental Plan**

The Employer shall provide 100 percent (100%) coverage 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.

### **18.12 Travel Insurance**

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

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

### **18.13 Payment of Medical Certificates**

Where an employee is required to supply a medical certificate or report by the Employer, or by an insurer that provides benefits under this agreement, all costs not otherwise covered will be reimbursed by the Employer.

## **ARTICLE 19 - TELEPHONES**

- 19.01** The employer shall maintain a national cell phone plan (the plan) that is equal or superior to the one that is currently being provided by the employer. All permanent employees must belong to this plan.

The Employer will reimburse permanent employees who remain with the SaskTel Plan and all temporary employees to a maximum of \$140.00 per month toward the cost of receipted cellular telephone costs in addition to employment-related long-distance charges.

Permanent employees may continue to take advantage of the plan during their vacation leave. During any other authorized leave, permanent employees may continue to take advantage of the basic voice plan for a period of two (2) years.

The Employer shall provide a cell phone free-of-charge to permanent employees. Permanent employees will be able to upgrade their cell phones at their own expense. In both cases, the cell phone shall remain the property of the permanent employee. The plan shall provide a pool of minutes, data and text messaging capacity that is to be shared between the permanent employees. The permanent employees shall be responsible for personal long-distance charges and any other additional fees for personal use.

### **19.02 Temporary employees shall not participate in the plan**

The Employer shall reimburse temporary employees up to a maximum of \$140 per month to cover the cost of cell phone expenses upon presentation of the receipts, in addition to business-related long-distance charges.

Temporary employees are authorized to use the unused portion of their maximum monthly allowance to amortize the cost of purchasing their cell phone.

Temporary employees who are bound by a personal contract when they acquire their permanent employee status shall continue to receive the reimbursements stipulated in paragraph 1, up until the earliest possible contract termination date.

- 19.03** The employer shall provide a signal amplifier for cell phones, or equivalent equipment, to employees who work in remote areas and who are able to demonstrate that the signal is inadequate.

## **ARTICLE 20 - PRESENT CONDITIONS AND BENEFITS**

**20.01** All rights, benefits, privileges and working conditions which employees now enjoy shall continue in effect insofar as they are consistent with the Agreement, but may be modified by mutual agreement between the Employer and the Union.

## ARTICLE 21 - MEALS AND EXPENSES

**21.01** The Employer shall reimburse each employee for all expenses properly incurred while carrying out his/her assigned duties as follows:

- (a) The employee 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. A statement submitted by an employee shall be deemed accurate and correct and will not be challenged by the Employer after six (6) months have elapsed from the date the statement is received by the National Office.

Employees 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.

- (c) The first day out-of-town incidental expenses shall be limited to the amount of the unreceipted expenses actually incurred but shall not exceed \$90.00.
- (d) \$90.00 per day worked out of town.
- (e) \$90.00 will only be paid when the representative submits a hotel receipt for overnight stay, or an appropriate explanation is given outlining the accommodation acquired in lieu of hotel accommodation, or if the representative leaves town in the morning and does not return until midnight or later, in which case such information will be contained on the statement of expenses, or when it is necessary to work extended hours in negotiations, conciliation, mediation, or arbitration, or any other duties in the case of specialists, i.e. organizing, education, job evaluation, etc., and, as a result, must eat meals away from one's normal residence.

Employees are not entitled to claim \$90.00 when the overnight stay is at their normal residence. This does not apply to extended hours claims.

Where an employee is provided with an apartment or hotel suite with full kitchen facilities during an extended temporary assignment in lieu of the standard hotel room the per diem shall be \$20.00 per day instead of \$90.00.

(It is understood that this provision also applies to those other representatives who assist and work extended hours in negotiations, conciliation, mediation or arbitration.)

## ARTICLE 21 - MEALS AND EXPENSES (cont'd)

(f) Reimbursement of fifteen dollars (\$15.00) per day to cover expenses, plus reasonable receipted expenses will be considered for representatives assigned to a strike situation provided the major part of the work day is devoted to the strike.

(g) **Education Activities**

Staff instructing or attending in the capacity of a student at weekend schools or week-long schools, and staff attending CUPE jurisdictional conferences, with the authority of the Regional Director, where registration and room and board are prepaid, shall not receive a per diem.

(h) Representatives instructed to attend conventions in an advisory role to committees shall receive an amount of \$15.00 per day for the days involved preceding the convention.

When attending conventions of CUPE (national), CLC (national), Federation of Labour (provincial), the CUPE Provincial Division and Service Divisions, the representative shall be allowed \$15.00 daily to cover expenses for the duration of any one convention, same not to exceed a maximum of six (6) days or \$90.00.

**21.02** (a) The following expenses of a representative will be reimbursed upon approval:

- Hotel bills
- Rental of rooms or halls for organizing meetings
- Meals for special guests
- Toll and ferry charges
- Cost of towing charges
- Receipted parking costs

Representatives will be reimbursed for one car wash per month - \$10.00.

The Employer shall not assume responsibility for:

- Hotel room service
- Meals and treats for local union officers or members

(b) New permanent 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.

## **ARTICLE 21 - MEALS AND EXPENSES (cont'd)**

### **21.03 Child Care Expenses**

The Employer shall reimburse each employee for child and/or elder care expenses, arising from working extended hours or travel required by the Employer, not to exceed \$1,200.00 in total in any combination 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 in a timely manner, the date on which each expense was incurred, the related cost, and the work assignment which necessitated the additional child or elder care expense, and provided a receipt is submitted.

### **21.04 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, service divisions), 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.

## ARTICLE 22 - TRANSPORTATION

**22.01** (a) The Employer agrees to provide leased cars for employees coming within the scope of this Agreement based on the existing system. Car leases shall be for 80,000 km or three years, whichever occurs first.

The Employer further agrees that the Regional Director shall have the authority to allow for the rental of a vehicle in the event that the CUPE leased vehicle is not available to the representative.

(b) The Union will be a party to the selection of successful bidders resulting from a tendering process.

**22.02**(a) For the purpose of clarity, the basic vehicle will be V6's of the present make or its equivalent plus automatic transmission, radio, windshield washers, intermittent windshield wipers, (rear wiper/washer for station wagon), snow tires, seat belts, left and right side mirrors, block heater, air conditioning, cruise control, power steering, traction control, ABS, remote entry, and survival kits for representatives working in isolated areas. Metal studded tires shall be provided on request where climatic or particular road conditions require same. The Employer agrees to consider requests for optional equipment on leased vehicles required for certified medical reasons. If electric seats are not included in the manufacturer's package required to provide the equipment above, they will be provided as a 'free-standing' option where the cost does not exceed \$600.00.

(b)(i) The employer will attempt to provide a four-wheel drive vehicle to be included on the basic selector list.

(ii) Where a four-wheel drive vehicle is not included on the basic selector list, employees will have the option to order one of the four-wheel drive vehicle(s) from the selector that are available to the employees who are entitled to order a four-wheel drive vehicle. In this case, the employee will pay the additional costs, at the time of delivery, over and above the cost of the highest valued vehicle on the selector. Where the employee does not purchase the vehicle and it is returned, there will be no monies refunded to the employee. When an employee with a vehicle provided under this subsection, transfers to another province, the vehicle will only transfer where the employee assumes all costs of so doing including the use of vacation leave, if required, to cover driving time.

**22.03** It is agreed that employees shall have the personal use of the car. In addition, it is understood that the employees shall pay for gas and oil for all vacations and personal out-of-town trips.



## **ARTICLE 22 – TRANSPORTATION (cont'd)**

### **22.04 Mileage Expense**

- (a) Those employees in the bargaining unit who are not covered by the leased vehicle plan shall receive a mileage expense of \$0.53 (fifty-three cents) (2018) per kilometre when using their own automobile for the Employer's business. Adjustments to be made automatically each year equal to the rise in the "transportation" component of the Consumer Price Index over the previous year.
- (b) Any future car allowance must be approved by the Union.

**22.05** The Employer agrees that employees' spouses are allowed to use the employee's assigned leased vehicle at no extra cost. In addition, the Employer agrees that dependants and adult children can also use the assigned leased vehicle as long as the employee pays additional insurance premiums, if any.

**22.06** The Employer agrees to provide the Union with all tenders received with regard to the leasing of vehicles prior to the signing of any contract with a leasing company.

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

**22.08** 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 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 - COPIES OF COLLECTIVE AGREEMENT**

- 24.01** (a) The Union and the Employer agree that each employee should be aware of the terms, rights and obligations contained in this 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.

## **ARTICLE 25 - GENERAL ARTICLES**

### **25.01 (a) Moving Expenses**

The present moving expenses policy as set out in Appendix "R", herein below shall become and form part of this Agreement.

### **(b) 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 sub-contracted, transferred, leased, assigned, or conveyed in whole or in part, to any other person, company, or non-unit employee.

### **(c) Use of Automobile**

When an employee is on extended sick leave including the 60-day waiting period, the E.I. Sick Leave Period and LTD, he/she may retain use of the leased vehicle (or continue to receive a car allowance) for a maximum of six (6) months. At the end of six (6) months, 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.

### **(d) Workers' Compensation Act**

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

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 25 - GENERAL ARTICLES (cont'd)

### 25.02 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, 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, gender identity, gender expression, family status, place of residence, disability, nor by reason of his/her membership or activity in the Union, or any other reason covered by provincial or federal statute.
- (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 family 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.

- (c) Appendix "S", herein below, shall be followed respecting matters referred to in Article 25.02 (a), herein above.

### 25.03 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.

## **ARTICLE 25 - GENERAL ARTICLES (cont'd)**

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.

Appendix "S", herein below shall be followed respecting matters referred to directly herein.

### **25.04 Representation on National Executive Board**

1. The President of CSU, or a designate from the CSU Table Officers, shall be invited to attend the quarterly meetings of the National Executive Board. The CSU will appoint a single Table Officer to serve as designate for a period of one (1) year.
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.

### **25.05 Computerization**

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 retained. No permanent employee shall be laid off as a result of the above.

## ARTICLE 25 - GENERAL ARTICLES (cont'd)

### 25.06 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 hereinbefore 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.

## **ARTICLE 25 - GENERAL ARTICLES (cont'd)**

### **25.07 Occupational Health and Safety**

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

The Employer shall take every precaution reasonable in the circumstances for the protection of the health and safety of all employees, including but not limited to protection against workplace violence, harassment, physical and psychological injuries.

The Employer will support the continued operations of the regional Joint Occupational Health and Safety Committees (JOHSC). Regional JOHSC will be provided with standardized Terms of Reference that reflect best practices. The Terms of Reference will include a resolution process if consensus is not reached, as per the applicable provincial legislation.

The Employer, in consultation with all stakeholders, will develop an Occupational Health and Safety policy and program with specific policies related to violence in the workplace and harassment prevention. The Employer will provide training for the bargaining unit's members on the policies.

The Employer agrees to establish a CSU Joint National Health and Safety Committee comprised of one representative from each union (CSU / CSU National Office Component) and two representatives from CUPE. The purpose of the committee is to review provincial occupational health and safety regulations to establish minimum standards for occupational health and safety issues affecting CSU staff, and to review results of risk assessments on violence in the workplace, which will be conducted on an annual basis, except where specific events require other risk assessments. All information will also be forwarded to all Regional JOHSC with copies to Table Officers of the Union.

The parties agree that implementation of the Violence in the Workplace policy and procedures will be a primary responsibility of Regional JOHSC and that reports from these committees will form part of the standing agenda of the CSU Joint National Health and Safety Committee.

The committee will meet once a year, in person or via audio or video conference call, to monitor evolving provincial legislation and make recommendations as deemed appropriate, and to review and assess events or incidents which may have occurred and the need for possible changes to the policy or procedures.



## ARTICLE 25 - GENERAL ARTICLES (cont'd)

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

### **25.09 Electronic Monitoring, Surveillance, Employee Confidentiality**

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

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

3. The Employer shall not release any information to any person or agency about an Employee with regard to any personal or work-related matter without the express written permission of the Employee. In the event the Employer is required by law to disclose information of a personal or work related nature to a person or agency the Employer shall advise the Employee forthwith of all particulars of such disclosure. Notwithstanding the foregoing the Employer may however choose to disclose information due to concerns for employee(s) safety. When the Employer uses technology that can identify employee's access, these records will not be released to any person or agency without the written permission of the Employees.
4. The Employer agrees that any and all "E-Mail" transmissions or correspondence are confidential and private between the sender and intended recipient. Any such correspondence or transmissions shall not be monitored, read or disclosed by the Employer or its representatives to any person or agency. Storing, processing, displaying, sending or otherwise transmitting offensive or obscene language or material is prohibited. This includes any material, which could be interpreted as racist, homophobic, sexist, pornographic or sexually harassing; or classified as hate material.

## ARTICLE 25 - GENERAL ARTICLES (cont'd)

### 25.10 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 a gender basis and on equity seeking groups;
  - (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 two (2) members appointed by the CSU and two (2) members appointed by the CSU National Office Component, two (2) members appointed by COPE, two (2) members appointed by UNIFOR, and six (6) members appointed by the Employer.
3. The Committee will meet regularly until the plan is completed. There will be a minimum of two (2) meetings per calendar year.
4. The Employer agrees to furnish the Committee with information necessary to the committee to allow it to facilitate the implementation of the Employment Equity Plan, 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 26 - SEVERANCE PAY**

**26.01** 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 rate of pay 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.

## **ARTICLE 27 - WAGES**

**27.01** Wages of all present classifications shall be adjusted in accordance with the attached Appendix "A".

## ARTICLE 28 - WORKLOAD

### 28.01 Workload Committees

#### National Committee

The parties recognize that the general question of workload will be addressed on an ongoing basis in order to deal with the problems related to workload.

The parties agree to establish a workload committee at the National level, comprised of two (2) members selected by the Union, and two (2) members selected by the Employer, to review workload issues and other related matters.

This committee will be authorized to develop methods for assessing workload concerns and the workload measurement tools that will assist in this regard. The methods for assessment and measurement tools that will assist in relation to workload evaluation will be the subject of ongoing refinement by the parties.

It is understood that the Committee will operate by consensus.

The Workload Committee will be a sub-committee of the Labour-Management Committee, and members of the Committee shall suffer no loss of salary while carrying out their functions. In addition, the Employer shall be responsible for all other associated expenses as per the collective agreement. The Committee shall meet within thirty (30) calendar days upon the request of either party, unless otherwise agreed.

Workload issues shall be an ongoing concern of the Committee. The Committee will receive reports on unresolved issues from Regional Committees. The Committee shall refer unresolved matters and make recommendations to the Labour-Management Committee for resolve.

Minutes shall be drafted for approval by the Committee and upon approval will be circulated to the parties.

#### Regional Committees

The Regional Committees referred to above shall consist of two (2) members from the Region as selected by the Union, the appropriate Regional Director, and a representative from the appropriate National Department(s), or the designates of either party.

It is understood that the Committee will operate by consensus.

## **ARTICLE 28 - WORKLOAD (cont'd)**

The mandate of each Regional Committee is:

1. to have regard to the agreements amongst staff, if any, as to the N-19 or work distribution as per the process set out in Appendix "T";
2. to evaluate, discuss and seek mutually acceptable resolutions to workload issues within the Region;
3. to investigate complaints submitted by any CSU member within the Region relative to workload issues and to make recommendations to the National Committee on unresolved matters.

The Committee shall meet within thirty (30) calendar days upon the request of either party. Minutes shall be drafted for approval by the Committee and upon approval will be circulated to the parties.

### **28.02 Regional Staff Development Committees**

In each region there will be a Staff Development Committee which will examine all issues of workload including staff training, temporary employee training and orientation, education, and professional development. The Committee shall make decisions as appropriate.

The Committee shall consist of the regional steward(s), the Regional Director and, if necessary, any others as determined by the parties from time to time. The Committee will draft minutes of their meetings which will be forwarded to the Workload Committee and the respective parties within ten (10) days of a meeting.

Where a consensus cannot be reached by the Committee on an issue before it, it will be forwarded to the Labour-Management Committee for resolve.

## **ARTICLE 28 - WORKLOAD (cont'd)**

### **28.03 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.

### **28.04 Professional Development Days**

Employees shall be afforded up to seven (7) working days per year as professional development days, which will include regional staff development days if attended, and these days shall be considered as regular work days. Courses and costs approved in advance shall be paid by the Employer.

### **28.05 Training**

All employees shall be afforded an opportunity for training and/or experience on an ongoing basis as required.

Areas of training and/or experience shall include but not be limited to: local union communication and mobilization, negotiating, grievance handling, strikes, arbitration, mediation, conciliation, labour laws, CUPE policies, equity issues, coalition building, political action, crisis intervention, and team building.

The particulars of this program shall be monitored by the appropriate Regional Staff Development Committee.

## **ARTICLE 29 - DURATION OF THE AGREEMENT**

**29.01** This Agreement shall continue in force and effect from January 1, 2018 to December 31, 2021.

**29.02** Either party to this Agreement may, not more than sixty (60) days and not less than thirty (30) days prior to December 31, 2021 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 amendment and/or the terms of a new Agreement. Failing agreement by December 31, 2021 this Agreement and all its terms will continue in force until a new Agreement is executed.



**SIGNED AGREEMENT**

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

Dated at Ottawa, Province of Ontario, this 12 day of  
June, 2019.

FOR THE EMPLOYER

  
National President

  
National Secretary-Treasurer

FOR THE UNION

  
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/sk

**APPENDIX "A" - SALARY SCHEDULE**

	<b>WEEKLY SALARY</b>					
	01-Jan-2018		01-Apr-2018		27-Oct-2018	
	Start rate	1-year rate	Start rate	1-year rate	Start rate	1-year rate
Representative Administrative Officer	2,036.56	2,102.57	2,041.65	2,107.83	2,089.73	2,155.91

	<b>WEEKLY SALARY</b>					
	01-Jan-2019		01-Jan-2020		01-Jan-2021	
	Start rate	1-year rate	Start rate	1-year rate	Start rate	1-year rate
Representative Administrative Officer	2,163.50	2,232.01	2,239.87	2,310.80	2,318.94	2,392.37

	<b>ANNUAL SALARY</b>					
	01-Jan-2018		01-Apr-2018		27-Oct-2018	
	Start rate	1-year rate	Start rate	1-year rate	Start rate	1-year rate
Representative Administrative Officer	105,901	109,334	106,166	109,607	108,666	112,107

	<b>ANNUAL SALARY</b>					
	01-Jan-2019		01-Jan-2020		01-Jan-2021	
	Start rate	1-year rate	Start rate	1-year rate	Start rate	1-year rate
Representative Administrative Officer	112,502	116,064	116,473	120,161	120,584	124,403

Plus 7% over the rate for bilingualism

**APPENDIX "B" - 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	
					22	23	24	25	26	27	28	29	30	31	1	2	3

## **APPENDIX "C" - 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.

Vacation entitlement may only be carried over when written permission is requested and allowed by the employee's supervisor and should be allowed only under extreme circumstances such as a strike situation when a settlement requires a Representative's attendance.

Where vacation has been accumulated, steps should be taken to reduce such by the taking of a reasonable portion of such, in addition to an employee's annual vacation credits, with the goal being to eliminate the vacation accumulation, (e.g. one (1) week of accumulation to be taken in addition to earned credits). However, employees shall be allowed to retain a "balance" or "float" of their accumulation.

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 employee to appeal the decision to the Workload Complaint Committee who will resolve the matter prior to vacation commencement.

The above notwithstanding, the Employer may activate the Workload Complaint Committee should it determine that replacement is not required in single representative offices, in cases of approved vacation lasting 3 consecutive weeks or more.

Should the Committee not meet or make a decision at least four (4) weeks prior to vacation commencement, replacement shall be provided.

## **APPENDIX "D" - LETTER OF UNDERSTANDING - REGIONAL TEMPORARY STAFF**

Temporary staff with at least eighteen (18) months of service who are not working, will receive first consideration for reassignment within their Region, providing they are available for work and taking into consideration seniority, qualifications and costs.

## **APPENDIX "E" - LETTER OF UNDERSTANDING - EMPLOYEE ASSISTANCE COMMITTEE**

It is agreed and understood by the Canadian Union of Public Employees and the Canadian Staff Union that the present Employee Assistance Committee shall be expanded to include three (3) representatives named by the Canadian Staff Union.

The Employee Assistance Committee shall enjoy the full support of the parties.

The Committee shall be given the responsibility to develop and design a program or programs which will recognize the many work-related problems that are caused by the type of work stresses brought about by employment in this field.

The Committee shall be set and meet as soon as possible and as often as necessary to achieve its objectives.

The Committee shall report its findings and recommendations to the parties on or before December 31, 1980.

The program and procedures, once approved by the National Executive Board and the Unions, shall be fully supported by the parties.

## **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 – 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 1<sup>st</sup>, 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 settlers 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 “U”; 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 “H” – 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 "I" - 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 "J" - 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 "K" - 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.

## **APPENDIX "L" - 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 "M" - LETTER OF UNDERSTANDING - WORK REINTEGRATION PROGRAM**

CUPE and CSU 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 counselor with respect to their restriction(s), a representative of the union, the employee's Director (or designate), an Employer representative and the returning employee, will meet within 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 "N" - 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 "O" - 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 "P" - LETTER OF UNDERSTANDING**

The parties agree to schedule two meetings per year, on a trial basis, to attempt to resolve outstanding grievances, one (1) before June 15, and one (1) before December 15.

## **APPENDIX "Q" - LETTER OF UNDERSTANDING - CUPE PENSION PLAN BENEFIT**

A one time payment each year 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 "R" - MOVING POLICY

### (Re: Article 25.01 (a) – 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" - MOVING POLICY (cont'd)**

### **(Re: Article 25.01 (a) – 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) consecutive days, payment of 100% of hotel room, single occupancy.
- (b) For the next thirty (30) consecutive days, payment of 50% of hotel room, single occupancy.

## **APPENDIX "R" - MOVING POLICY (cont'd)**

### **(Re: Article 25.01 (a) – Moving Expenses)**

- (c) For the next thirty (30) consecutive days, a living-out allowance of one hundred dollars (\$100.00) per week will be reimbursed to the employee.
- (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 for all days except casual and vacation days.
- (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 twenty dollars (\$20.00) for all days except casual and vacation days.

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 in the performance of their work duties (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) consecutive days, payment of 100% of hotel room, single occupancy.

## **APPENDIX "R" - MOVING POLICY (cont'd)**

### **(Re: Article 25.01 (a) – Moving Expenses)**

- (b) For the next thirty (30) consecutive days, payment of 50% of hotel room, single occupancy.
- (c) For the next thirty (30) consecutive days, a living-out allowance of one hundred dollars (\$100.00) per week will be reimbursed to the employee.
- (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 for all days except casual and vacation days.
- (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 twenty dollars (\$20.00) for all days except casual and vacation days.

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 in the performance of their work duties (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" - MOVING POLICY (cont'd)

### (Re: Article 25.01 (a) – 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 - EXPEDITED GRIEVANCE PROCEDURE**

### **(Re: Articles 25.02 and 25.03)**

1. CUPE and CSU agree that the purpose of this Letter of Understanding is to establish an expedited dispute resolution process for grievances under Articles 25.02 and 25.03 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 she or he has been the subject of discrimination, harassment, interference, restriction or coercion within the meaning of Articles 25.02 or 25.03 shall first endeavour to resolve the matter informally and locally, with or without the assistance of the CSU as the employee may wish. If the matter is not resolved locally within ten (10) days of being raised, the CSU shall inform the CUPE Manager of Human Resources prior to taking further action. The notice to the Manager of Human Resources shall include a description of the circumstances giving rise to the complaint. If the matter remains unresolved to the employee's satisfaction after the passage of fifteen (15) days from the notice forwarded to the Manager of Human Resources, the CSU may make a complaint under paragraph #3 below.
3. A complaint under Articles 25.02 or 25.03 shall be made to the expedited arbitrator. A copy of the complaint will be given to the respondent person(s) and the CUPE Human Resources Manager. The complaint shall describe the circumstances giving rise thereto, and the remedy sought.
4. Within fifteen (15) days of the receipt of the complaint, the expedited arbitrator shall commence a hearing thereof. Every effort shall be made to conclude the hearing within a further 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 8.03 (b).
8. Time limits may be extended by agreement between CUPE and CSU.
9. Fees and expenses of the expedited arbitration shall be shared equally by CUPE and the CSU.



## **APPENDIX "T" - LETTER OF UNDERSTANDING - RE: WORKLOAD/WORK DISTRIBUTION**

It is recognized by the Parties that workload is a serious concern of the parties, and must be monitored and addressed on an ongoing basis.

It is further recognized that organization/assignment of work is an integral part of the overall workload issue.

It is agreed that employees will have greater latitude and influence in determining their work assignments.

Knowledge of the number of Locals, the number of members, the number of arbitrations, status of collective bargaining, amount of driving, linguistic skills, availability of replacement coverage for LOA's, vacation, etc., committee work of employee, number of campaigns/projects, work overload due to volume and time constraints, other duties/undertakings of employee, CSU activity, technological expertise and other criteria will have to be considered in the assignment of work.

It is agreed and without overly restricting Management's rights, that the normal process will require that the servicing representatives assigned to an office shall meet to review and propose individual work assignments, i.e. N-19's, that will result in an equitable distribution of the work assigned to the particular office. The same process is applicable to representatives who are not assigned an N-19.

The appropriate Director will review the proposed N-19's and/or distribution of work with the view to implementing the proposed work assignments where these are workable and can meet the needs of CUPE and the individual employees, effectively and efficiently.

The final decision regarding N-19 assignments and work distribution will rest with the Employer.

Work assignments will be reviewed semi-annually by the Regional Staff Development Committee, with minutes of the semi-annual meeting sent to the parties within ten (10) days of the meeting.

## **APPENDIX "U" - 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 "O".

## **APPENDIX “V” - SOLVENCY DEFICIENCY**

CUPE, CSU and COPE491 will meet as necessary during the operation of this Agreement with actuarial and legal services, as required, to identify potential approaches to mitigate or eliminate solvency funding requirements for CEPP so as to facilitate restoration of pension indexing.

The CEPP Joint Board of Trustees will be asked to have their actuary and legal counsel, as appropriate, participate in this process.

Each party will bear their respective costs of this process, except to the extent that the Joint Board of Trustees agrees that some or all the costs be paid from the CEPP Pension Fund.

## **APPENDIX “W” - 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 "X" - LETTER OF UNDERSTANDING - APPLICATION OF ARTICLE 18.02(d)**

The parties agree to the following for the purposes of clarifying the administration of Article 18.02(d), as amended in the Memorandum of Agreement signed by the parties on September 25, 2003.

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

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

## **APPENDIX “Y” – LETTER OF UNDERSTANDING – PROVINCIAL CERTIFICATIONS AND CONTINUED COLLECTIVE BARGAINING**

The parties hereby agree that:

1. CSU will confirm that each of its units and/or locals have agreed to participate in the negotiation and implementation of a Master Collective Agreement.
2. They will advise any Labour Relations Boards where the Canadian Staff Union may have a future application for certification that the agreed to Bargaining Unit description is:  
  
“All employees of the employer primarily based in the Province of \_\_\_\_\_, except those employed as Regional Director or Assistant Regional Director, clerical employees and those excluded by the applicable provincial statute.”
3. Employees employed as a Legal and Legislative Representative in each province will continue to be voluntarily recognized and included in the respective Provincial Bargaining Units where these positions would otherwise be excluded by the applicable provincial statute.
4. In the event of any future Labour Board applications for certifications with the CSU, the parties will be guided by #1 and 2 above.
5. Bargaining subsequent to the 2014 to 2015 CSU Collective Agreement will continue to occur at one table, on a National level, and will form the agreement pursuant to each Provincial Certification. CSU agrees that it will have at least one representative from the bargaining unit in Newfoundland Labrador on its bargaining committee pursuant to section 76 (3) (a) of the Newfoundland and Labrador Labour Relations Act.
6. It is agreed that the National CSU Collective Agreement will be applied as the first Collective Agreement (hereinafter “Provincial Agreements”) in those provinces where certifications are granted in the future.

**APPENDIX “Z” - VOLUNTARY LEAVE PLAN**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**STAFF VOLUNTARY LEAVE PLAN**

**NOVEMBER 1, 1991**

**AMENDMENT TO SCHEDULE "A"  
OF THE  
CUPE STAFF VOLUNTARY LEAVE PLAN**

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Notwithstanding the terms of the memorandum of agreement of the CUPE Staff Voluntary Leave Plan (Prior Plan) as established on the 17th day of March 1985, all Plan Members participating in the Prior Plan will cease to make contributions to this Prior Plan on December 31, 1987 and any contributions made on or after that date will be remitted and form part of the CUPE Staff Voluntary Leave Plan (the Plan) established on July 26, 1986.



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## **SECTION 1 - ESTABLISHMENT OF THE PLAN**

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The Canadian Union of Public Employees (CUPE) Staff Voluntary Leave Plan (the Plan) is established effective July 26, 1986 for the purposes of accepting contributions from those Members of CUPE who enroll in the Plan on or after that date for the purpose of pre-funding a scheduled Leave of Absence.

The Plan will also accept contributions from those members who were previously enrolled in the Prior Plan and for which contributions were suspended under the Prior Plan on December 31, 1987. All contributions on or after December 31, 1987 will be in accordance with the provisions outlined in this Plan Document.

The provisions of the Plan have been established in accordance with the requirements of any applicable Federal Legislation.

CUPE and its Administrator are responsible for ensuring that the provisions of the Plan are administered according to the provisions as outlined in this Plan Document.

## **SECTION 2 – DEFINITIONS**

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The following words and phrases in the Plan Document as used herein shall have the following meanings:

- 2.1 ADMINISTRATOR** means the organization, individual or committee appointed by the Employer for the purposes of administering the Plan.
- 2.2 APPLICABLE FEDERAL LEGISLATION** means any provision of the Canadian Income Tax and/or Quebec Income Tax Act and related administrative rules issued thereunder, which are applicable to Voluntary Leave Plans.
- 2.3 DEFERRAL PERIOD** means the period during which the Member defers a percentage of current earnings in order to fund a Leave of Absence.
- 2.4 EMPLOYER** means the Canadian Union of Public Employees.
- 2.5 FUND** means the Fund established by the Employer to hold all assets under the Plan.

- 2.6 GROSS EARNINGS** means the salary which would have been payable had the Member not participated in this Plan.
- 2.7 LEAVE PERIOD** means that Period of the Member's leave of absence from employment which has been funded during the Deferral Period by the Plan.
- 2.8 MEMBER** means an employee of the Employer who is entitled to benefits and rights under the Plan and who elected to participate on or after July 26, 1986, including those employees who were members of the Prior Plan and who elected to continue contributions on or after December 31, 1987.
- 2.9 MEMBER ACCOUNT** means the Account representing the value of the assets held on behalf of the Member.
- 2.10 NET EARNINGS** means actual salary received from employment during the Deferral Period plus interest on Part A of the Member's Account.

**2.11 PLAN**

means the CUPE Staff Voluntary Leave Plan as set out herein as may be amended from time to time.

**2.12 PRIOR PLAN**

means the CUPE Staff Voluntary Leave Plan established prior to July 26, 1986.

The terms as defined above shall be capitalized throughout the Plan Text.

## **SECTION 3 - ELIGIBILITY AND ENROLMENT FOR MEMBERS**

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- 3.1** The Employer shall be responsible for determining the eligibility of its employees for Membership in the Plan in accordance with any collective agreements in force and shall notify the Plan Administrator of those employees who elect to participate.
- 3.2** An employee shall make written application to become a Member of the Plan by completing the applicable forms, i.e., Application for Membership, and Member's Designation of Beneficiary for Payment of Plan Benefits on Death. These forms are to be returned to the Office of the National Secretary-Treasurer of CUPE.
- 3.3** The eligibility for being granted a Leave Period may be dependent upon the Employer finding a satisfactory replacement for the Member seeking Leave. Written acceptance or denial of the Member's request for a Leave Period, with explanation, will be forwarded to the Member from the Employer within a reasonable time after receiving the written application.
- 3.4** The Member is required to return to employment with the Employer under the terms and conditions of employment that were in effect the day prior to the commencement date of the Leave Period, for a period that is not less than the Leave Period.

- 3.5** Under the provisions of the Plan, a Leave Period may not be taken under the Plan more often than every three years and each Leave Period shall be for a period not less than six months. It should be noted, however, that a Leave Period taken for the sole purpose of full-time attendance at a designated educational institution, may be for a Leave Period of three consecutive months.
- 3.6** Notwithstanding the above, a Leave Period must be taken immediately after a Deferral Period not exceeding six years after the date of commencement of the salary deferral.
- 3.7** If the Employer does not grant a Leave Period at or near the end of the Deferral Period, then participation in the Plan must be terminated and all funds paid-out as required by the Income Tax Act, i.e., paid to the Member in the first taxation year that commences after the end of the maximum Deferral Period.

## **SECTION 4 - PLAN SERVICES**

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### **4.1 *The Administrator shall be responsible for the following:***

- (a) Establishing and maintaining separate records for each Member. The Member's Account shall be comprised of two parts: Part A shall represent the total amount of employment income deferred; Part B shall represent the investment income re-credited to the Member's Account after being reported to the Member for taxation purposes.
  
- (b) Providing annual benefit statements for each Member and for the Employer after each year end. The Member statements will be distributed to the Employer who will distribute the statements to the Members.
  - (i) The Member's annual benefit statement shall show all transactions occurring in the Member's Account over the year as well as the Member's beginning and ending balances.
  
  - (ii) The Employer's annual benefit statement shall show a summary of each Member Account balance.



- (c) Preparing appropriate reporting statements, identifying the portion of the investment income earned on Part A of the Member's Account as employment income and the investment income earned on Part B of the Member's Account as investment income with the appropriate T5 reporting form.
- (d) Determining benefits on commencement of a Leave Period, termination of employment, termination as a result of financial hardship, termination as a result of disability, death or termination of the Plan, in accordance with the Plan provisions.

**4.2 *The Employer shall be responsible for the following:***

- (a) Providing distribution facilities to assist in the promotion of the Plan amongst the employees;
- (b) Reducing the earnings of participating employees in accordance with the Plan;
- (c) Issuing a cheque on a bi-weekly basis for all deposits, together with a list of participating employees;
- (d) Advising the Administrator of all terminations, deaths, disabilities and Leave Periods elected;
- (e) Receiving payments from the Fund and transmitting these monies to the employee after having made the appropriate deductions at source;
- (f) Re-investing investment income as directed by the Member.

## **SECTION 5 - CONTRIBUTIONS TO THE PLAN**

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### **5.1 *Member Contributions***

Contributions in any Plan year for each Member shall be a percentage of the Gross Earnings which would have been paid to the Member by the Employer in the year except for his/her participation in this Plan. The percentage deducted from Gross Earnings is as agreed upon by the Employer and the Member and is subject to the terms and conditions of any other agreement between the Employer and the Member.

### **5.2 *Contribution Limit***

Member contributions must not be less than 5% of annual Gross Earnings and no more than 33-1/3% of annual Gross Earnings, the maximum percent allowable under the Canadian Income Tax Act.

The contribution level may be changed once a year. Contributions may be discontinued at any time by giving proper notice to the Employer.

### **5.3 *Period for Which Contributions Permitted***

Member contributions shall be permitted to continue until the earlier of commencement of the Leave Period, termination of employment, termination from the Plan as a result of financial hardship, termination from the Plan as a result of disability, termination of the Plan or death of the Member.

#### **5.4 *Vesting***

All contributions once made shall be irrevocable and shall vest beneficially in the Member fully and unconditionally. Benefits under the Plan will become payable to a Member only in accordance with the provisions of Section 6 of the Plan.

## **SECTION 6 - PAYMENT OF BENEFITS UNDER THE PLAN**

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Benefits payable under this Section shall be equal to and not exceed the amount in the Member's Account.

### **6.1 *Commencement of Leave Period***

The Member may elect to commence the benefit payments at the beginning of the Leave Period either in a lump sum or in equal monthly installments to the end of the Leave Period. Installment payments will be paid at the end of each two-week period.

### **6.2 *Death During Leave Period***

If the Member dies before receiving all installments due during the Leave Period, the Member's estate or designated beneficiary will receive a lump sum payment equal to the value of the balance of the installments to which the Member would have been entitled.

### **6.3 *Termination of Employment***

Where a Member terminates employment, a lump sum benefit shall be paid to the Member immediately on termination of employment.

#### **6.4 *Death Prior to Leave Period***

Where a Member dies prior to the Leave Period, a lump sum benefit shall be paid to the Member's estate or designated beneficiary.

#### **6.5 *Termination as a Result of Disability***

A Member may elect to withdraw from the Plan due to disability. In this event, if the Member is approved as disabled under the Employer's Group Long Term Disability contract, the Member may withdraw from the Plan and a lump sum benefit shall be paid to the Member.

#### **6.6 *Termination as a Result of Financial Hardship***

A Member may elect to withdraw from the Plan due to financial hardship. In this event, the Member must provide written notice to the Employer outlining the reason for withdrawal and requesting permission to withdraw from the Plan. Where the Employer determines at its sole discretion that the Member may withdraw from the Plan, a lump sum benefit shall be paid to the Member.

#### **6.7 *Termination of Plan***

Where the Plan is terminated, a lump sum benefit shall be paid to each Member.

## **6.8 *Transfer to another Employer***

If a Member is temporarily transferred to another employer, Plan Membership will not be terminated. The Membership will continue under the Plan with the Employer and benefits will become payable in accordance with the provisions of the Plan.

## **SECTION 7 - GENERAL INFORMATION**

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- 7.1** The Member must give at least six months' notice to the Employer prior to the effective date of the intended Leave Period under the Plan. The Employer in consultation with the Member's Director of CUPE and the Member, shall attempt to find a suitable replacement. If a suitable replacement is not found, the Employer may not defer commencement of the Member's Leave Period beyond the six-month notice period.

Where the Member elects to withdraw from the Plan, the value of the benefit will be determined in the same manner as the benefit determined for termination of a Member as a result of financial hardship.

The Employer or the Member shall not defer the Leave Period to a year that commences later than seven years after the date the deferral of income commenced.

- 7.2** During the Leave Period, the Member shall not receive any earnings or wages from the Employer or a related person thereto other than the amounts that were deferred under the Plan and reasonable benefit coverages.

**7.3** The Employer shall make the following deductions from the Member's remuneration:

- (a) Unemployment Insurance deductions are based on Gross Earnings plus investment income paid in the year on Part A of the Member's Account up to the annual Unemployment Insurance insurable earnings limit during the Deferral Period. During the Leave Period, Unemployment Insurance premiums are not deducted from benefits paid to the Member.
  
- (b) Canada Pension Plan/Quebec Pension Plan and Income Tax deductions are based on Net Earnings up to the annual CPP/QPP earnings limit during the Deferral Period. During the Leave Period, CPP/QPP contributions and Income Tax are deducted from the deferred salary.
  
- (c) Pension plan deductions for the Employer's registered pension plan during the Deferral Period will be made on the same basis as if the Member was not participating in this CUPE Staff Voluntary Leave Plan.



(d) During the Leave Period, the Member shall pay both the Employer's share and the Member's share, if any, of the cost of the pension plan, medical and hospital insurance, group life insurance, long term disability insurance and any other benefits which require a contribution by the Employer except for the Employer's share of CPP premiums. Such payment shall be deducted from the amount to be paid to the Member under the plan, and where applicable, shall be based on the Gross Earnings prior to the Leave Period commencing plus any negotiated increase.

**7.4** The Employer shall make any necessary deductions from the amount of benefits before payment is made to the Member. The Employer shall report the deferred amount paid to the Member as employment income on the Member's T4 Statement of Remuneration Paid tax slip in the year the Member receives such amount.

**7.5** Sick leave and vacation credits will not accumulate during the Leave Period and cannot be used during the Leave Period.

**7.6** Where the Employer has acted in good faith on written directions of the Member, the Employer shall be held harmless of any liability or action arising out of the operation of this Plan.

## **SECTION 8 - FUND**

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### **8.1 *Establishment of Fund***

The Employer shall establish a Fund to receive all contributions to the Plan. Contributions will be held, invested and administered by the Administrator for the benefit of the Members in accordance with the terms of the Plan.

### **8.2 *Investment of Fund***

The investment of the Fund shall be in accordance with the provisions as set down by the Employer.

### **8.3 *Member Accounts***

The administrator shall establish and maintain a Member Account to record all contributions and the investment earnings thereon for each Member. The investment earnings shall be distributed amongst the various Member Accounts in accordance with their pro-rata share of the total assets held in the fund.

#### **8.4 *Interest***

Interest earned on the deferred amounts in Part A of the Member Account is considered earnings for the year in which it is earned and must be reported by the Employer on the Member's T4 Statement of Remuneration Paid tax slip. Interest earned on Part B of the Member's Account is considered investment income and must be reported on the Member's T5 Statement of Investment Income tax slip.

#### **8.5 *Payments from Fund***

From time to time the Employer shall authorize the Administrator in writing to make benefit payments from the Fund in accordance with the terms of the Plan. The Administrator shall be empowered to make such payments acting on the written direction of the Employer. The payment under a Member's Account shall be based on the fair market value of the Account at the time of payment. In addition, the Administrator will be responsible for the payment on an annual basis of the investment earnings for the year distributed amongst Part A and Part B of the various Member Accounts.

#### **8.6 *Payment of Expenses***

Unless otherwise paid by the Employer, the Administrator shall be entitled to charge reasonable and agreed fees and expenses to the Fund.

**CUPE STAFF VOLUNTARY LEAVE PLAN  
APPLICATION FOR MEMBERSHIP**

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**PORTION TO BE COMPLETED BY EMPLOYEE:**

Mr.  Miss  Mrs.  Ms.

\_\_\_\_\_  
Last Name                      Given Name & Initial                      Birthdate (M/D/Y)                      SIN

\_\_\_\_\_  
Apt. No.                      Street No.                      Street or Ave. Name                      P.O. Box                      R.R. No.

\_\_\_\_\_  
City                      Province                      Postal Code

\_\_\_\_\_  
Employer                      Address

**DECLARATION**

I hereby make application for membership in the CUPE Staff Voluntary Leave Plan and agree to be governed by the Plan.

I understand that the Plan is subject to the Income Tax Act and that the Plan may have to be changed from time to time to comply with the requirements of Revenue Canada.

I request CUPE to defer and remit each pay period \_\_\_\_% (not less than five percent (5%) or more than thirty-three and one-third percent (33-1/3%)) of my salary into the CUPE Staff Voluntary Leave Plan Trust Fund. My participation is to commence with the pay period which begins on

\_\_\_\_\_.

I understand that on a voluntary leave, the proceeds of my interest in the Plan will be paid to me.

I acknowledge that I have received a copy of the Plan.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

---

**PORTION TO BE COMPLETED BY CUPE:**

The above employee is an employee of the Canadian Union of Public Employees and eligible for membership in the CUPE Staff Voluntary Leave Plan.

CUPE agrees to pay the full amount of any income received from the Plan in respect of the employee, into the Plan as an additional contribution on behalf of the employee.

\_\_\_\_\_  
Date

\_\_\_\_\_  
CUPE Authorized Officer

**CUPE STAFF VOLUNTARY LEAVE PLAN  
DESIGNATION OF BENEFICIARY  
FOR PAYMENT OF  
PLAN BENEFITS ON DEATH**

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***(Designation to be made at the time of application)***

In the event of my death, I elect that my full interest in the Plan be paid to my designated beneficiary, or to my estate if I have not designated a beneficiary or if my designated beneficiary predeceases me:

I hereby designate \_\_\_\_\_, \_\_\_\_\_ my \_\_\_\_\_  
*Last Name                      Given Names in Full                      Relationship*

of \_\_\_\_\_ as beneficiary of any  
*Address*

monies payable under the Plan upon my death.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member

NOTE (1) - Where benefits are already being paid to me under the term certain provision at the time of my death, it is understood that any balance will be paid in full to my designated beneficiary or estate, as applicable.

**CUPE STAFF VOLUNTARY LEAVE PLAN  
APPLICATION FOR BENEFITS**  
(Please print)

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**DECLARATION BY EMPLOYEE:**

I, \_\_\_\_\_ SIN \_\_\_\_\_

- have been granted a voluntary leave by CUPE for a period of not less than three (3) months.
- have been approved for withdrawal of funds under the financial hardship provision of the Plan.

I hereby, apply to receive benefits from the Plan (elect one)

- in a lump sum.
- bi-weekly installments.

Please send the benefit(s) to the following address:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

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**PORTION TO BE COMPLETED BY CUPE:**

The above-named employee has been:

- granted a voluntary leave from \_\_\_\_\_ to \_\_\_\_\_.
- approved for withdrawal of funds under the financial hardship provision of the Plan, and is entitled to receive benefits under the terms of the CUPE Staff Voluntary Leave Plan.

The regular salary that would otherwise be payable to him/her during the above-mentioned period of absence is \$\_\_\_\_\_.

The amount of one year's salary at current rates is \$\_\_\_\_\_.

\_\_\_\_\_  
Date

\_\_\_\_\_  
CUPE Authorized Officer