

TENTATIVELY AGREED
ARTICLE XX – UNION REPRESENTATION

The Parties tentatively agree to include the following Article in a collective agreement. It is understood that final agreement is subject to ratification of the Parties' respective principals following tentative agreement on all matters. Article numbering, including any Article cross-referencing, is subject to change following agreement on all matters. The Parties reserve the right to amend or withdraw any proposal herein prior to reaching a complete tentative agreement with CUPE, or to correct an error or omission.

- XX.01(a)** The Employer recognizes the right of the Union to appoint a lead Steward and up to six (6) Stewards to represent all roles within the Bargaining Unit, providing that such Stewards are employed through the University and within the Bargaining Unit. The Lead Steward or the President will exercise the rights of the Steward in the following situations:
- (i) where there are no Stewards appointed in that unit; or
 - (ii) where the Stewards are not available.
- (b)** The Employer will allow a Union Representative to facilitate Steward elections on the understanding that the Union Representative and the elections will not interfere with Employee working time or with the operation of the University. The timing of such elections will be done in consultation with the Employer to ensure a mutually beneficial time.
- XX.02(a)** The Employer will recognize a Union bargaining team that includes up to five (5) Bargaining Unit Members who are Employees, in the capacity of Union bargaining representatives, and up to five (5) individuals who are members of the CUPE Local 3906 Executive or who are staff of CUPE. The Union and the Employer agree to limit membership on their respective bargaining teams to a total of ten (10) each.
- (b)** The Parties shall advise each other of their bargaining committee members. Where a member of the Union bargaining committee encounters an unavoidable conflict between any scheduled contract hours arising from appointment as an Employee and attendance at a scheduled negotiation meeting with the Employer, the member of the Union bargaining committee shall be entitled to attend the negotiation meeting without loss of pay, up to and including conciliation or mediation. The affected member shall provide their Supervisor with as much advance notice as possible.
- XX.03(a)** The Parties recognize that all Employees in the Bargaining Unit, including Stewards, bargaining team members, and Local Executive members, have regular duties to perform as Employees of the Employer. Therefore, Stewards and other representatives appointed pursuant to this Agreement will not leave their employment duties without advanced written approval

from their immediate Supervisor, which approval will not be unreasonably denied. When, in the course of negotiating or administering this Agreement, an Employee acting in an official capacity for the Union is meeting with representatives of the Employer, the Parties will use their best efforts to arrange for mutually convenient meeting times that do not conflict with the Employee's duties. In the event that a mutually agreed meeting time does conflict with such duties, it is the joint responsibility of the Employee and their Supervisor to arrange for the missed time to be made up in such a way that the Employee will not suffer any loss of wages.

- (b) In exceptional circumstances, an Employee may request to attend external meetings or conventions to represent the Union. If such a request is granted by their immediate Supervisor, the time will be unpaid. Requests will not be unreasonably denied.
- (c) Annually, at a time when new appointments typically begin for each job classification, a Union Representative will be invited to attend the end of a training event to provide a 20-minute overview of the role of the Union for Employees in the Bargaining Unit. These overview opportunities will be scheduled at least a week in advance.

For the Union:

Mitchell Lupa
President, CUPE Local 3906

Date

Caleb Smolenaars
Lead Steward, CUPE Local 3906

Date

For the University:

Maggie Pooran
Lead Spokesperson, Executive Director, Health, Safety, Wellbeing & Labour Relations

Date

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Chris Eley	Date
Acting Director, Housing & Conference Services & Chair, University Bargaining Team	