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INTRODUCTION AND GENERAL BACKGROUND

The Canadian Union of Public Employees Local 3913 would like to extend a welcome to new and returning Teaching/Service Assistants and Sessional Lecturers.

The purpose of the Member's Manual is to provide a guide to your Union and your rights as a unionized employee of the University of Guelph. The manual includes a summary of the Local's history and structure, as well as a brief outline of your Collective Agreement.

How to Contact Your Union

Please feel free to visit our office in the University Centre, Room 213A - office hours may vary from semester to semester, but are usually Monday to Friday from 10:00 to 6:30. You can reach the office by telephone at (519) 824-4120 ext. 56268 or by e-mail at cupe3913@uoguelph.ca. We also have a website at <http://www.cupe3913.on.ca>

What is CUPE?

The Canadian Union of Public Employees (CUPE), is the largest union in Canada encompassing more than 450,000 public service workers. CUPE is a democratic union in which the members make the decisions, set the policies, and run the union. CUPE was formed in 1963 by the merger of two unions, the National Union of Public Employees and the National Union of Public Service Employees. The driving force behind unionization was to enable workers to have a stronger, collective voice in their workplace regarding issues such as wages and working conditions.

The basic unit of CUPE is the local, of which there are more than 2,650 across the country with membership ranging from as low as 12 to as high as 18,000. Each local has a national representative to provide assistance. The members of each CUPE local, by majority vote, set the structure and by-laws of the local, as well as the collective agreement which governs the workplace of each local. Proposed changes to the agreement are presented to management by union representatives, and after negotiations, a contract or collective agreement is reached. Once a collective agreement is established between the union and

the employer, the union ensures that it is not violated by management. If an agreement satisfactory to both parties cannot be reached, the case is referred to Mediator appointed by Minister of Labour. As a last resort, the decision to strike can be made at the local level by a vote of all union members

CUPE Local 3913

CUPE Local 3913 at the University of Guelph encompasses two types of workers which are divided into two units with separate Collective Agreements. Unit 1 is the bargaining unit for all Graduate Teaching Assistants, Graduate Service Assistants employed in work directly related to the academic enterprise, and Undergraduate Teaching Assistants. Unit 2 is the bargaining unit for all persons employed under contract as Sessional Lecturers to teach in University degree credit courses.

Do I belong to CUPE 3913?

Any person who was employed within either Unit 1 or Unit 2 within the past twelve months belongs to CUPE 3913.

II. HISTORY OF CUPE LOCAL 3913

Unionization of graduate teaching assistants, graduate service assistants, undergraduate teaching assistants, and sessional lecturers at the University of Guelph was considered a number of times between 1984 and 1992. In early 1992, the convergence of a number of events served to catalyse Guelph graduate students into action. After shouldering greater than a 60% increase in tuition fees over the previous three years, graduate students were informed of administration's plans to eliminate completely the post-residency tuition fee differential. This created the climate to undertake a serious drive for unionization.

1992

- The lack of a true bargaining relationship between the University administration and the Graduate Students' Association (GSA) prompted graduate students to hold consultation meetings with the Canadian Union of Educational Workers (CUEW). CUEW formed in 1975 and represented teaching assistants and contract faculty at many universities across the country. The responsibility for investigating unionization fell to the GSA's Vice-President External. Preliminary meetings occurred with CUEW throughout July.
- The Guelph Educational Workers' Organising Committee (EWOC) was formed on August 5. EWOC distributed information and held meetings throughout August, and had a large presence at Graduate Student Orientation Days on September 9 & 10. A university-wide information meeting was held on September 14.
- At the GSA Board of Directors meeting on September 15, EWOC made a

- presentation and asked for the GSA's endorsement of the unionisation effort. The GSA Board of Directors was not comfortable with voting on the issue on September 15, and a special Board meeting was arranged for September 30. At the September 30 meeting, the vote was approximately 2 to 1 against the GSA supporting unionisation. Another motion was passed stipulating that the GSA remain neutral on the issue.
- Campus support for EWOC continued to be strong in the Fall semester, however, with key endorsements from campus organisations such as the Women's Resource Centre, the Central Student Association (CSA) and The Ontarion newspaper.

1993

- The GSA approached the Administration early in the Fall semester, saying it was time for a change. The GSA and the CSA had been recognised as "bargaining agents" by the Government of Ontario for the Social Contract talks, and had found the process quite frustrating, as the Administration refused to discuss tuition levels or the TA wage/bursary negotiations in the context of the Social Contract. Both the GSA and CSA ended up abandoning the Social Contract discussions.
- The GSA proposed a restructuring of the GTA Advisory Committee, the body which discussed the pay and working conditions of teaching assistants. The GSA felt the Committee was inequitable and failed to serve the needs of graduate students. Specifically, the GSA asked for equal representation on the Advisory Committee (rather than the 4 GSA appointees out of a total of 11 Committee seats that existed at the time), and asked that they be able to have meaningful negotiations around the terms and conditions of work for themselves and sessional lecturers. In addition, they asked that both the GSA and the University have access to binding arbitration. The proposal was rejected by the Administration. The Administration "conceded" to give students 4 votes on a committee of 8, but the Committee's Chair, effectively a ninth member and a member of the Administration, would vote in the case of tie. Moreover, the University wanted the Committee to be advisory rather than binding, and advisory to the Vice-President Academic rather than to the President.
- When attempts at restructuring the GTA Advisory Committee failed, another drive for unionization followed. Sessionals, TAs, and SAs were encouraged once again to join the Union.

1994

- During the Winter Semester, CUEW successfully organised enough Teaching Assistants and Sessional Lecturers to have a university-wide vote, held by the Ontario Labour Relations Board. The vote was held on April 7 and 8 and was successful.
- On April 17, Local 13 of the Canadian Union of Educational Workers was formed.
- On September 28, CUEW Local 13 was certified by the Ontario Labour

Relations Board.

- In November, all CUEW locals agreed, through a membership referendum, to merge with the Canadian Union of Public Employees. The merger provided CUEW locals with a comprehensive assortment of research, legal, and employment services not formerly available and connected CUEW members with the largest union in Canada.
- The GSA passed a motion recognizing its common interests with the Union and empowering its representatives to work in cooperation with the Union to advance the interests of graduate students at the University. The VP Internal was charged with the responsibility of being the liaison between the two organizations.

1995

- On January 1, CUEW Local 13 became Local 3913 of the Canadian Union of Public Employees.
- The first Collective Agreements for Units 1 and 2 were negotiated in the Winter and Spring semesters and came into effect September 4. The Union had negotiated a 4% salary increase for Teaching/Service Assistants and Sessionals.
- During the fall semester the Union became aware that two University departments had reduced their research-related stipend in order to offset the pay increase to GTAs. In November, the Union filed a policy grievance against the University along with an unfair labour practice application to the Ontario Labour Relations Board.

1996

- On May 23, following several months of discussion on the stipend issue, the Union and the University signed an agreement which returned approximately \$12,000 to the GTAs affected by the reduced research stipends.
- On September 4, both the Unit 1 and Unit 2 Collective Agreements expired. The Union began preparing proposals for upcoming collective bargaining.

1997

- On January 31, Unit 1 began contract negotiations for its second contract. Dramatic tuition increases in 1996, and the possibility of further increases in 1997, placed wages at the forefront of the Union's concerns. On February 20, the Union informed the University that a conciliator would be required to reach a settlement. While a great deal of progress had been made in meetings throughout the month of February, the Union considered a settlement unattainable without third-party intervention due to the University's position on wages and tuition rebates.
- During the Winter Semester, members of the Local's Executive played an active role in a semester-long information/awareness campaign and

- a seven-day occupation of the Presidential offices in the UC to protest the University's proposed tuition increases for the 1997/98 academic year. During the ongoing contract negotiations, the Unit 1 bargaining team regularly reminded the University negotiators of the absolute need for tuition bursaries for members of the bargaining unit.
- A contract settlement was reached following a day-long conciliation meeting on April 17. While the Union was not satisfied with the University's wage proposals, a number of gains had been made in contract language and in University commitments to health care refunds for International students and dental care for all members. As well, to address the Union's calls for a tuition rebate, the University provided a lump-sum payment to all employed within Unit 1 on the date of signing.
 - Contract negotiations for Unit 2 were scheduled for the Fall 1997 semester. Priorities included improvements to the wages and benefits package, paid research time, job security, and recognition of the value of the contributions Sessional Lecturers make to the functioning of the University.

III. STRUCTURE OF CUPE LOCAL 3913

The Membership

All Graduate Teaching Assistants, Sessional Lecturers, Graduate Service Assistants, and Undergraduate Teaching Assistants are covered by the provisions of the CUPE 3913 Collective Agreements and pay dues to the Union. The highest authority in the Union is the general membership. Our constitution calls for a minimum of five General Membership Meetings per year: two in each of the fall and winter semesters and one in the summer. All major policy decisions are voted on at membership meetings. Elections of the executive members are held annually at the General Membership Meeting in March.

Executive Members At Large

All colleges within the University are represented on the Union executive through the 'At Large' positions, known as Assistant Chief Stewards held by union members. There is one 'Executive At Large' representative in each college. The Women's Council Chair, the International TA representative, The GBLTT Council Chair, the Health and Safety representative, the Political Action Committee representative and the Undergraduate TA representative also hold seats on the Union executive. Each 'At Large' member maintains contact with the members and stewards of their respective constituency and represents the interests of their constituency to the Union executive.

Executive Committee

The Executive is elected from Local members each spring by the membership

at the Annual General Meeting. The Executive consists of Chairperson, Vice-Chairperson, Unit 1 and Unit 2 Chief Stewards, Finance Officer, and Communications Officer. The Executive duties and responsibilities are as follows:

Chairperson

- the chief administrative officer and staff supervisor of the Local
- chief spokesperson for the Local
- contact with other Campus unions
- chair of Executive and General Membership meetings

Vice Chairperson

- contact with organizations outside of the University
- informs the executive of activities of other Locals
- can act as the spokesperson for the Local

Chief Stewards - Unit 1 and 2

- organize and chair the Unit 1 and Unit 2 Stewards' Council
- recruit and coordinate volunteers from the membership
- act as co-chairs of the Grievance Committee

Finance Officer

- receive and receipt all monies of the Local
- maintain the Local's accounts
- prepare financial reports for executive and membership meetings
- at the end of the fiscal year, prepare a financial statement and budget for the upcoming year
- submit books and records to the trustees every six months
- forward funds owed to the National Secretary-Treasurer

Communications Officer

- chief recording officer of the Local

- keeps a full account of all executive and membership meetings
- keeps an accurate record of the membership
- maintains the Local's files
- prepares meeting agendas
- organizes and chairs the Communications Committee

Staff

The Local employs 3 staff (the Staff Representative, the Assistant Staff Representative and the Administrative Coordinator) skilled in the areas of contract negotiations, grievance meetings, external liaison and membership communication. The Staff maintain an active role in the internal and external business of the Local in consultation with the Chair.

Local Councils & Committees

Our local has a number of councils and committees which are always open to volunteers.

Communications Committee

- chaired by the Communications Officer
- responsible for the Local Newsletter and Membership meeting announcements

Grievance Committee

- co-chaired by the Chief Stewards in consultation with the Staff Reps
- deals with grievances occurring within the Local
- reports to the Executive Committee

Stewards' Council

- co-chaired by the Chief Stewards
- composed of departmental stewards from all colleges
- meets to discuss matters of concern within each of the departments

Bargaining Committee

- co-chaired by the Chairperson of the Local and the Staff Rep

- develops and presents bargaining proposals to the membership for approval
- presents approved proposals to the employer during contract negotiations
- makes recommendations to the membership as to contract ratifications and the timing of strike votes

Elections Committee

- consists of the Chief Elections Officer and at least two other members in good standing
- organizes elections for all elected union officers
- conducts ratification votes for the collective agreement, the recall of officers, and strike votes

Union Dues

Union dues are paid by each member to finance the union's operations. Dues levels are set by the local. A portion of the union dues are paid to the National Union, and the remainder stays with the local. The dues paid to the National Union support the specialized services each local receives, as well as a National Defense Fund which provides strike pay and supports other programs which defend and protect CUPE members. Dues are currently 2.9% per month of a member's gross salary. A 0.04% Solidarity Levy that was passed at National Convention to go directly to the National Defence Fund is added on.

IV. YOUR COLLECTIVE AGREEMENT

Your Union exists to help make your life at the University a little easier. The terms and conditions of our work as Teaching Assistants and Sessional Lecturers are governed by the Collective Agreements between the Union and the University under the jurisdiction of the Ontario Labour Relations Act. There is one agreement for TAs and SAs and one agreement for Sessionals. Every employee must be given a copy of their Collective Agreement by their Department within 7 days following the commencement of their employment. If you do not receive one please contact us immediately

Your Collective Agreement outlines your rights and obligations as a University of Guelph employee. As you read through your Collective Agreement, there are two things to keep in mind. First, you should act on any work-related problem you may have (such as constantly being asked to work more hours than those for which you're being paid, various kinds of harassment, etc.) in a prompt

fashion. It's better to try to respond to situations as they arise rather than let things drag on. Second, and most important, your Union is here to help. If you're having a problem, give us a call right away. The Union can offer confidential advice, has the legal right and obligation to represent you in your dealings with the University, or even act on your behalf.

What follows is a summary of some of the provisions of both the Unit 1 and Unit 2 Collective Agreements. For specific language, you should consult your Collective Agreement.

Protection from Discrimination and Harassment

Article 5 of both Collective Agreements provides for protection against discrimination, interference, restriction, coercion, harassment or intimidation (in the application of the provisions of the Agreement) by reason of age, race, creed, colour, place of origin, religious belief, political affiliation or activity, sex, sexual orientation, marital or family status (which includes common-law or same sex relationships), physical handicap or disability, academic school of thought, or membership/non-membership or activity in the Union. As well, the University may not refuse employment to any qualified applicant on the basis of AIDS or a positive HIV antibody test.

CUPE 3913 also maintains representation on the University Human Rights Advisory Group, which acts as a watchdog over the human rights policy as adopted by the University in 2002.

Sexual and Gender Harassment

Sexual and gender harassment are deemed to include: unwanted sexual attention or behavior, consisting of one or a series of incidents by an individual or group who knows or ought reasonably to know that such attention is unwanted; unwanted sexual activity of a physical nature, including intercourse; implied or expressed promise of reward for complying with a sexually oriented request; actual reprisal or an implied or expressed threat of reprisal for refusal to comply with a sexually oriented request; actual denial of opportunity or an implied or expressed threat of denial of opportunity for refusal to comply with such a request; behavior based on sex when it has the effect of creating an intimidating, hostile or offensive environment for work, study or University life; demeaning or belittling remarks, jokes, slurs, innuendoes or taunting about the sex or body of an individual or group; and displaying in University areas pictures, graffiti or materials that denigrate one of the sexes. Sexual and gender harassment can be physical, verbal, visual or written (including electronic media); can involve individuals or groups; can be one incident or a series of incidents; and can occur on campus or off, during working hours or not.

Discipline

Article 9 of both Collective Agreement commits the University to the principle of progressive discipline which guarantees that employees are clearly informed (by verbal or written warning) prior to any disciplinary action. Employees are entitled to be accompanied by a Union representative to any disciplinary meeting, and must be so informed prior to any meeting of this nature. As well, the Union is kept informed of all disciplinary actions involving members, and together with the University holds all information on discipline in strictest confidence.

Overwork and Appointments

Hours of work guidelines are outlined in Article 10 of the Collective Agreements. Postings and Appointment procedures are outlined in Article 11. The Union maintains a record of all job postings for both Units. Members are free to examine the job postings at their convenience.

Unit 1

- For members of Unit 1, a full appointment is considered to require an average of 10 hours per week normally over an academic semester (for a total of 140 hours). Hours of work may be compressed or lengthened (subject to your approval) and paid on a pro rata basis. It is the joint responsibility of the Union and the University to ensure that the total hours of work are not exceeded. To meet this responsibility, a meeting between each employee and their supervisor shall be held within 7 days of the commencement of employment. The purpose of the meeting is to establish the work to be done and the hours required. An 'Assignment of Work Agreement' form shall be prepared at this meeting and signed by both the employee and the supervisor.
- All assigned work is included in the calculation of an employee's required hours. Such duties include (but are not limited to): preparing and conducting tutorials, laboratories and seminars; grading assignments, reports and examinations; supervising field trips; class leadership; consultation/office hours; employment- related orientation and training; and provision of other academic support and assistance.
- All Graduate Teaching Assistant positions are to be posted within the department in which they are offered for a minimum of 10 working days prior to the commencement of the work assignment. All Graduate Service Assistant and Undergraduate Teaching Assistant positions are to be posted for a minimum of 5 working days.

Unit 2

- Members of Unit 2 are to meet with the Chair/Director of their department to discuss assigned requirements at least 15 days prior to the

commencement of the semester in which they will be teaching. The purpose of the meeting is to discuss conditions of work and available resources. Assigned duties/requirements include (but are not limited to): teaching, contact hours, preparation, demonstrating, supervision of field trips, grading and marking, student office visiting hours, and departmental activities. This meeting shall be minuted by the Chair/Supervisor. All work assignments are to be posted for a minimum of 15 days.

Health and Safety

The University is required to make all necessary provisions for the occupational health and safety of its employees. Specifically, the University must provide initial safety training in the use of special equipment, and employees required to work in dangerous conditions must be supplied with required safety equipment and protective clothing. Most importantly, if you feel your health or safety is in danger, you have the right to refuse or stop work. As well, CUPE 3913 maintains representation on the University's Central Joint Health and Safety Committee.

Leaves and Benefits

As CUPE 3913 is a young Local, the leaves and benefits provisions in both Collective Agreements are minimal. Securing greater benefits remains a priority for the Executive and the bargaining committees, in particular, tuition bursaries for members of Unit 1 and paid research time for members of Unit 2. Significant gains were made in the most recent Unit 1 negotiations, where the Union secured paid academic conference leave, the University's commitment to developing a dental plan for all members, and a health care bursary for international students.

Members of both Units are currently entitled to the following forms of leave:

- Sick Leave (paid)
- Parental Leave (unpaid)
- Bereavement Leave (paid)
- Family Responsibility Time (paid)
- Academic Conference Leave (paid - Unit 1, unpaid - Unit 2)
- Union Leave (unpaid - Unit 1, N/A - Unit 2)

The specifics of the leave provisions are outlined in Article 17 of the Collective Agreements.

Religious Holidays

Members are entitled to reschedule work hours with no loss in pay to observe religious holidays as per their religious beliefs.

Health Costs - International Students

Effective September 1998, all International TAs employed within Unit 1 were entitled to receive a \$100 UHIP reimbursement. The Union managed to raise this to \$300 per International TA at the last round of negotiations.

Child Care

Members of Unit 1 are entitled to make accommodation for child care arrangements when scheduling assigned duties and student contact hours.

Graduate Student Stipends

Any negotiated increase in TA wages will result in an equal amount increase in the student stipend for any employee in the bargaining unit also receiving a stipend.

Dental Plan - Unit 1

The Union and the University have struck a committee to investigate the costs, eligibility, and level of coverage of a Dental Plan to be made available to members of the bargaining unit. The committee's findings will be reported at the beginning of the next round of collective bargaining.

Benefits - Unit 2

Members within Unit 2 are entitled to Life Insurance, Long Term Disability, Extended Health Care, Dental, and Pension benefits. The specific details concerning eligibility and employer/employee contributions are outlined in Article 19 of the Unit 2 agreement.

V. GRIEVANCES

Belonging to a union and having a collective agreement ensures that the terms of the agreement are observed in the workplace. Sometimes, however, this is not the case and differences arise in the interpretation, application, administration, or alleged violation of the collective agreement. At this point, the grievance procedure is used to discuss and resolve these problems. The grievance procedure is designed to ensure that employee complaints are remedied as quickly as possible, and that solutions are acceptable to both parties.

If you think you may have the basis for a grievance, or simply need some clarification regarding some of the terms of the collective agreement and your rights as an employee, a good place to start is with your departmental steward. Stewards are knowledgeable about the collective agreement and the grievance procedure, and act as liaisons between your union executive and all members. You can also contact the union office. All matters pertaining to grievances are discussed in confidence.

Types of Grievances

There are three basic types of grievances, involving different numbers of employees and different grievance procedures.

Individual and Group Grievances

An individual employee with a complaint pertaining to violation of the Collective Agreement constitutes an Individual Grievance. Two or more employees of the same Department alleging violation of the Collective Agreement constitutes a Group Grievance.

Policy Grievances

A Policy Grievance involves a difference arising between the Union and the University as to the interpretation, application, or alleged violation of a specified provision or provisions within the Collective Agreement.

The Grievance Procedure

The grievance procedure is a series of actions which are taken to remedy the grievance. If the grievance is remedied, the remaining actions of the grievance procedure are not carried out.

1. Prior to filing a grievance with the Union, an employee must first advise their supervisor within ten days after becoming aware of the situation. This can be in the form of a written grievance signed by the employee and the departmental steward, or a discussion, at which the employee may request the presence of a steward from his/her college. The supervisor then has ten days to deal with the complaint and offer a solution.
2. Within ten days of receiving the decision of step 1, the grievor may present the written grievance to the Chair of the department. A meeting with the Chair, grievor, and steward or Chief Steward may take place within ten days to discuss the grievance. The Chair will deliver their decision to the grievor and the Union within ten days of the meeting, or if no meeting occurs, within ten days of presentation of the written grievance.
3. Within ten days of receiving the decision of step 2, the grievor may present

the written grievance to the Dean of the college. A meeting with the Dean, grievor, and steward or Chief Steward may take place within ten days to discuss the grievance. The Dean will deliver their decision to the grievor and the Union within ten days of the meeting, or if no meeting occurs, within ten days of presentation of the written grievance.

4. Within ten days of receiving the decision of step 3, the grievor may present the written grievance to the Assistant Vice President of Human Resources. The Assistant Vice President will meet with the grievor, steward and/or Chief Steward and deliver the decision in writing within 15 days of that meeting.

5. Failing settlement of the grievance, the Union and the grievor may demand that the grievance be taken to arbitration.

Arbitration

When arbitration is requested, a written request must be delivered to the other party, together with a nominee for arbitrator. Within ten days, the other party will select a nominee or the Ontario Minister of Labour will appoint an arbitrator. The two nominees will select a mutually acceptable Chair of the Board of Arbitration within ten days, or the Ontario Minister of Labour will appoint an impartial Chair. The Board of Arbitration will reach a decision which was unanimous or reached by a majority of the board members. If this is not possible, the decision of the Chair will be final. The decision of the Board of Arbitration is final and binding upon both parties. We also have the option to choose a single Arbitrator who has the same powers and authority as a Board of Arbitration.

VI. MEMBERSHIP PARTICIPATION

How To Get Involved with Your Union

The effectiveness of a union depends upon the strength of the Local as a whole. The more active members a union has, the more it can accomplish. There are a variety of ways in which members can contribute to union activities.

Membership Meetings

General Membership Meetings are, perhaps, the most important meetings of the Union. Any member-in-good-standing can attend, participate, and vote on matters which directly affect your interests. Elections, contract proposals, ratification and strike votes, convention motions, political issues, constitutional amendments, and a myriad of other decisions are taken at membership meetings. Your comments, suggestions, and criticisms are always welcome, and your participation will ensure that CUPE 3913 continues to reflect the interests of you, the member.

Departmental Representation

All departments are entitled to representation within the Union through a Departmental Steward. Stewards are essentially the Union's grassroots representatives. The job of a departmental steward is to help deal with, and settle, any questions, complaints or grievances that members might have with respect to the collective agreements. If you are interested in representing your department as a steward, please contact the Union office.

Local Executive

The Executive is elected each year at the Annual General Meeting, held in March. The Executive oversees the operations of the Local and is a key decision-making body on day-to-day matters. Any member-in-good-standing may run for an Executive or 'At Large' position.

VII. GLOSSARY OF TERMS

Arbitration: A method of settling disputes through the intervention of a third party whose decision is final and binding. Such a third party can be either a single arbitrator, or a board consisting of a chairperson and one or more representatives. Arbitration is often used to settle major grievances and for settling contract interpretation disputes.

Bargaining Unit: Group of workers in a department, plant, firm, industry, or government institution, determined by the labour relations board or similar body as appropriate for representation by a union for the purposes of collective bargaining.

Certification: Official designation by a labour relations board or similar government agency of a union as sole and exclusive bargaining agent, following proof of majority support among employees in a bargaining unit.

Collective Agreement: A contract between one or more unions acting as bargaining agent, and one or more employers, covering wages, hours, working conditions, benefits, rights of workers and unions, and procedures to be followed in settling disputes and grievances.

Collective Bargaining: Method of determining wages, hours and other conditions of employment through direct negotiations between the Union and the Employer. Normally the result of collective bargaining is a written contract which covers all employees in a bargaining unit.

Conciliation and Mediation: A process which attempts to resolve labour disputes by compromise or voluntary agreement. By contrast with arbitration the mediator, conciliator, or conciliation board does not bring in a binding

award and the parties are free to accept or reject its recommendation. The conciliator and the mediator are often government officials.

Contract Proposals: Proposed changes to the Collective Agreement put forward by the Union or the Employer and which are subject to collective bargaining.

Job Security: A provision in a collective agreement protecting a worker's job. **Local (Union):** CUPE is divided into many Locals for the purposes of local administration. They are responsible for negotiations, local policy, and the day-to-day administration of their collective agreement. A Local may have one or more bargaining units.

Quorum: The quorum for a general membership meeting is no fewer than 20 members in good standing, or 5% or those members who are employed in the Local's bargaining units at the time the membership meeting occurs, whichever is less.

Steward: A local official who represents a specific group of members, usually a department, and the union in union duties, grievance matters, and other employment conditions.

Strike: A cessation of work or refusal to work or continue to work by employees in combination or in accordance with a common understanding for the purposes of compelling an employer to agree to terms or conditions of employment. Usually the last stage in collective bargaining when all other means have failed.

Strike Vote: A vote conducted among members of a union to determine whether or not to go on strike.