

M E R G E R A G R E E M E N T

B E T W E E N:

CANADIAN UNION OF EDUCATIONAL WORKERS

(hereinafter referred to as "CUEW")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES

(hereinafter referred to as "CUPE")

WHEREAS CUEW and CUPE are both national trade unions representing employees for purposes of, *inter alia*, collective bargaining with employers;

AND WHEREAS CUEW and CUPE recognize the contributions both organizations have made to the well-being of Canadian workers;

AND WHEREAS CUEW and CUPE share a commitment to organizing and representing, *inter alia*, public sector workers, part-time workers and academic workers;

AND WHEREAS CUEW and CUPE respect the autonomy of their chartered local unions and a commitment to a union where the membership determines the course their organization takes;

AND WHEREAS CUEW and CUPE share a commitment to effective collective bargaining and to political action;

AND WHEREAS CUEW wishes to merge with CUPE and wishes that their members become members of CUPE and be represented by CUPE for purposes of, *inter alia*, collective bargaining;

AND WHEREAS CUPE wishes to accept the members of CUEW as members of CUPE and wishes to represent the members of CUEW for purposes of, *inter alia*, collective bargaining;

AND WHEREAS it is intended that the merger will give the members improved services, greater strength in collective bargaining, more effective political representation and to make it possible for more unorganized workers to share in the benefits of union membership;

NOW THEREFORE in order to give effect to the aforesaid, the parties hereto have entered into this Merger Agreement, the terms of which are as follows:

1. The foregoing recitals are reaffirmed and incorporated herein as part of this Merger Agreement.
2. In accordance with its Constitution, CUEW shall merge with CUPE as of the effective date of the merger.
3. As of the effective date of the merger and thereafter, CUPE shall:
 - (i) accept into membership all of those persons who are members of CUEW;

- (ii) assume and accept all collective bargaining and representation responsibilities previously held by CUEW and/or its local unions;
- (iii) charter, in accordance with the CUPE National Constitution, local unions corresponding to the present local unions within CUEW;
- (iv) waive the payment of any membership initiation and/or charter fees for all CUEW members;
- (v) provide to each new member of CUPE hereunder all the services offered by CUPE to the same extent offered to all members of CUPE;
- (vi) pay, on behalf of the membership of each newly chartered CUPE local union hereunder, the per capita to the Canadian Labour Congress;
- (vii) ensure that its education program addresses the needs of and is available to all new members of CUPE hereunder;
- (viii) acknowledge a full, long-term commitment to organizing in the post-secondary education sector in all regions of Canada;

- (ix) continue and support all organizing initiatives undertaken by CUEW prior to the merger;
- (x) retain one of the existing CUEW staff members on a temporary basis following the effective date of the merger to assist the organizational activities referred to in paragraph (ix). CUPE shall determine the duration of this temporary period, based upon the circumstances at the time, but there shall be a minimum of six (6) months duration after the effective date of the merger;
- (xi) provide a fast-track training program for one member of each of the newly chartered CUPE local unions (as designated by such local), as well as each business agent employed by such local unions, in order to familiarize them with CUPE's structure and services and to provide them with the information and techniques needed to impart that information to the members they represent. CUPE will assume any transportation, accommodation, instruction and material costs arising from this program;
- (xii) arrange meetings as between CUPE staff and/or elected officials to meet with the executive of each newly chartered CUPE local union in order to acquaint them with the services offered by the CUPE regional and area offices, provincial divisions and district councils;

- (xiii) offer employment as a CUPE staff representative to two of the existing CUEW staff members. All current CUEW staff members shall be offered an interview for these positions but the decision as to who to employ shall be solely for CUPE to make. The two persons offered employment with CUPE shall, as of date of hire by CUPE, be governed solely by the collective agreement between CUPE and the Canadian Staff Union (CSU). Subject to agreement by the CSU, CUPE shall credit to such persons all seniority and service each person had attained with CUEW for purposes of the rights and benefits under the CUPE-CSU collective agreement;

- (xiv) keep on file the results of the interviews of CUEW staff conducted pursuant to this Merger Agreement and any staff not hired by CUPE shall be given consideration for any future suitable employment opportunities which arise within CUPE;

- ((xv) provide appropriate clerical assistance to meet the needs of the staff representatives servicing the newly chartered CUPE local unions; and

- (xvi) for a period of two (2) years from the effective date of the merger, provide transitional funding assistance to the newly chartered CUPE local unions which may need such assistance to maintain existing or equivalent servicing

arrangements. Such assistance shall apply only to local unions for which the difference in per capita paid to CUPE National (0.7%) versus per capita formerly paid to CUEW National (1.2%) is less than the staff subsidy currently being paid by CUEW National to the local union. Such assistance will be negotiated on a local-by-local basis, and shall not exceed a cumulative total for all such locals of \$100,000 over the two-year transition period.

4. As of the effective date of the merger and thereafter, and subject to compliance with any legislation that may be applicable, the following shall take effect:

- (i) those persons who are member of CUEW shall automatically be deemed to be members of CUPE;
- (ii) all collective bargaining rights of CUEW acquired by certification, recognition, by the provisions of a collective agreement or by any other means shall be vested in CUPE, provided however, that in the event that any duly qualified lawful authority shall declare that any such collective bargaining rights have not been merged or, in the judgment of the National President of CUPE, the acquisition of such bargaining rights effected by this merger are delayed or contested before any duly qualified lawful authority, such bargaining rights shall continue to be held in the name of CUEW, which shall remain in existence so long as it is necessary for the purpose of protecting bargaining rights

affected by this Merger Agreement. These bargaining rights shall be administered as before by CUEW with the intent they do not lapse or become extinguished. In such an event, CUEW shall remain in existence for the purposes set out aforesaid and shall continue to be administered by the officers thereof in accordance with the CUEW Constitution to the extent required to preserve bargaining rights affected by this Merger Agreement. CUEW shall, if required, continue to administer any collective agreements and otherwise conduct itself as bargaining agent for and on behalf of CUPE until CUPE has acquired the collective bargaining rights in question according to law. All proceedings brought before any tribunal with respect to the establishment, confirmation or recognition or challenge to the successor rights, transfer of jurisdiction, duties and responsibility or otherwise, shall be taken, or maintained, by and in the name of CUPE or, as required, jointly by and in the name of CUPE and CUEW. CUEW agrees to provide all reasonable assistance and cooperation to CUPE in such proceedings to ensure the success thereof;

- (iii) the CUPE local unions chartered as a result of this Merger Agreement and the members thereof shall be subject to full compliance with the CUPE National Constitution; and
- (iv) the By-laws of the CUPE local unions chartered as a result of this Merger Agreement shall be subject to the approval

of the National President of CUPE. Where requested to do so, the CUPE National President shall approve a temporary two (2) year provision in the By-laws which defines a "member" according to the existing CUEW definition of a "member" (Article 5 of the present CUEW Constitution).

5. The effective date of the merger shall be January 1, 1995.

6. CUEW and its local unions shall do and perform any and all things that may be required to facilitate and give full force and effect to this merger, including the transfer of bargaining rights and any other matters that arise by virtue of this Merger Agreement. In this respect, CUEW and its local unions shall, as may be required, execute such documentation, further agreements, applications, consents or other writings in order to give effect to this Merger Agreement and all the obligations herein.

7. Immediately after the effective date of the merger, the members of each newly chartered CUPE local union shall meet to adopt By-laws, elect officers and do and perform all things that are required to establish fully functional CUPE local unions.

8. CUEW and its locals, shall meet and be responsible for all of their respective financial and contractual obligations and CUPE shall not in any way assume any such financial or contractual obligations (apart from those in Article 3(ii) and 4(ii) herein) or any of the liabilities of CUEW and its local unions. Once CUEW has met all of its obligations as aforesaid, it may distribute any remaining assets in any manner it considers appropriate.

9. A Merger Implementation Committee, consisting of up to three representatives from CUPE and up to three representatives of the former CUEW, shall be established to review the implementation of this Merger Agreement and to report to the parties on its progress. The Merger Implementation Committee shall have no authority to alter or amend any terms and conditions of this Merger Agreement, but shall attempt to resolve any difficulties which are experienced by the parties during a period of two years from the effective date of the merger. The Merger Implementation Committee shall cease to exist after two years from the effective date of the merger.

10. The parties hereto shall have the authority to enter into any additional or supplementary agreements or to do anything that may be necessary in order to complete the merger and to see to the fulfilment of the objectives of this Merger Agreement.

11. CUPE recognizes that, in order for CUEW and its locals to satisfy their several remaining obligations and to wind-down the operations, CUEW and its locals will continue to exist beyond the effective date of the merger solely in order to facilitate such wind-down. The wind-down period shall not, absent extenuating circumstances, extend beyond six (6) months from the date of the merger.

12. Should any part of this Merger Agreement or any provisions herein contained be rendered or declared invalid, such invalidation shall not invalidate the remaining parts or provisions hereof.

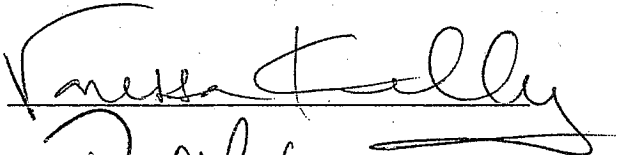
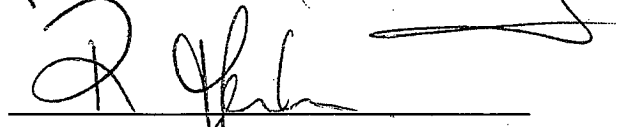
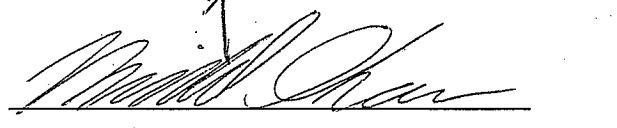
13. Any dispute over the interpretation, application or administration of this Merger Agreement shall be resolved by submitting same to an arbitrator agreed upon by the parties hereto and failing agreement one appointed by the Ministry of Labour for the

Province of Ontario. The arbitrator's powers shall be limited to the application, interpretation, administration, or alleged violation of this Merger Agreement and the arbitrator shall have no power or authority to alter, amend, rescind or modify any of the provisions of this Merger Agreement. The provisions of this Article shall expire twelve (12) months after the effective date of the merger. The arbitration process may only be invoked by the CUEW representatives on the Merger Implementation Committee or the National President of CUPE. Any such arbitration shall be pursuant to the *Arbitrations Act of Ontario*, R.S.O. 1990 CH.A24, as amended.

14. This Merger Agreement is subject to approval by CUEW in accordance with its Constitution and to approval by the National Executive Board of CUPE, failing which this Merger Agreement shall be null and void.

DATED at Ottawa this 12th day of October, 1994.

FOR THE CANADIAN UNION OF
EDUCATIONAL WORKERS:

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES:

