

COLLECTIVE AGREEMENT

between

**THE CARLETON UNIVERSITY STUDENTS'
ASSOCIATION INC.**



and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 3011**



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ARTICLE 1 - PREAMBLE

1.01 Whereas it is the desire of both parties to this Agreement: to maintain and improve the harmonious relations and settle conditions of employment between the Employer and Employees. And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of Employees be drawn up in an agreement.

(a) The parties recognize and acknowledge that Carleton University Student's Association is located on the traditional territories of the Algonquin Nation whose territory we work, and live on, and whose territory we stand on today. Without the sacrifices many Indigenous people faced and still face today, we would not be standing here, so for this we give thanks as we stand in solidarity with the Anishinaabe Nation.

1.02 Definitions

Employer: Carleton University Students' Association, Inc.

The Union: Canadian Union of Public Employees (CUPE) -and its Local 3011

Permanent Full-time Employee:

Any employee of CUSA, Inc. who works thirty-five (35) hours per week (exclusive of lunch periods), for whom the Canadian Union of Public Employees and its Local 3011 is recognized as the bargaining agent.

Permanent Part-Time Employee:

Any employee of CUSA, Inc. who works more than twenty-four (24) hours but less than thirty-five (35) hours per week (exclusive of one (1) hour of lunch and break periods), for whom the Canadian Union of Public Employees and its Local 3011 is recognized as the bargaining agent.

Temporary Employee is an employee hired to:

- replace a permanent employee who is on an approved leave of absence for a period of time not to exceed eighteen (18) months.
- performs a special non-reoccurring task, not to exceed eighteen (18) months.
- performs additional work and or work of a project-based nature; work which is not normally carried out by B. U. employees and, not to exceed eighteen (18) months.

- An extension may be granted by mutual agreement of the parties if the Employer's request is received by the Union at least one (1) month in advance of the recognized end of the leave.
- New employees hired for such jobs shall become members of the bargaining unit as of their date of hire. A new employee hired under this provision shall have access to all the rights and entitlements in the Collective Agreement with the exception of the following:

Articles 13 (Promotions and Staff Changes)

Article 14 (Layoffs and Recalls)

Article 20 (Leave of Absence); the following exceptions do apply (Special Leave 20.06 & Injury on Duty 20.13)

Article 22 (Separation)

- A Temporary employee will be subject to Article 12.03 (Probation of Newly Hired Employees) and will be given written notice of the anticipated termination of the employment date. The employee may not grieve termination of employment at the end of this term.
- If a Temporary employee becomes a successful candidate for a full-time permanent position in the B.U. within three (3) months of the end of their temporary employment position end date, then their seniority shall be backdated to their first date of hire for their most recent temporary term.
- The Employer shall provide the Union with written notice of their intent to create any new temporary positions and schedule a meeting with the Union at least fifteen (15) working days before beginning the hiring process. Such notice shall include a job description, commencement and termination dates for hiring purposes, and a brief justification for the limited term of the new position.
- Hiring shall be done in accordance with the provisions of this agreement, as outlined in Article 13.01.

B.U.: Bargaining Unit

L.O.A.: Leave of Absence

O.D.A.: Ontario Dental Association

1.03 Gender-Neutral Pronouns

In this agreement, the pronouns "they/them/theirs" will be used to denote gender-neutral persons both singular and plural.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3011 as the sole and exclusive collective bargaining agent for all its employees, save and except the Executive Adjacent, **Senior Management and Human Resources** and any other new management positions specifically excluded by mutual agreement, persons employed for not more than 24 hours per.

2.02 Work of the Bargaining Unit

Persons whose jobs are not in the B.U. shall not work on any jobs which are included in the B.U., except for the purposes of instruction, experimenting, emergencies when regular employees are not available, unforeseen incidental duties, and supervisory employees performing normal duties in addition to supervision.

2.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.

ARTICLE 3 - NO DISCRIMINATION

3.01 Both parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge nor by reason of their membership or non-membership in the Union.

Both parties agree that it will follow the Ontario Human Rights Code. The Code prohibits actions that discriminate against people based on a protected ground in a protected social area.

Protected grounds are:

- Age
- Ancestry, colour, race
- Citizenship
- Ethnic origin
- Place of origin
- Creed

- Disability
- Family status
- Marital status (including single status)
- Gender identity, gender expression
- Receipt of public assistance (in housing only)
- Record of offences (in employment only)
- Sex (including pregnancy and breastfeeding)
- Sexual orientation.
- Political or religious affiliation or activity

Protected social areas are:

- Accommodation (housing)
- Contracts
- Employment
- Goods, services and facilities
- Membership in unions, trade or professional associations.

3.02 Harassment - Free Workplace

The Employer and Union agree that they are committed to a working environment which is free from sexual, racial/ethnic and/or gender harassment and shall make every effort to ensure that no employee is subjected to such harassment.

(a) Sexual Harassment

Sexual harassment shall include:

- (i) unwanted attention of a sexual oriented nature; or
- (ii) implied or expressed promise of reward for complying with a sexually oriented request; or
- (iii) implied or expressed threat of reprisal or the denial of opportunity for the refusal to comply with a sexually oriented request;
- (iv) sexually oriented remarks or behaviour which may reasonably be perceived to create a negative working environment.

(b) Gender Harassment

Gender harassment shall include offensive comments and/or actions, and or exclusion from that to which a persons(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and /or cause personal humiliation, on the basis of sexual preference or gender but which may not be sexually motivated.

(c) Racial/Ethnic Harassment

Racial/ethnic harassment shall include offensive comments and /or actions, and /or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of race, creed, colour, place of origin, ethnic origin, citizenship and/or ancestry, but which may not be sexually motivated.

3.03 No Barrier to Employment Equity

Nothing in this Article shall be construed as a barrier to the formulation or implementation of any Employment Equity plan mutually agreed upon by the Employer and Union.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF OF UNION DUES

4.01 Union Security

The Employer shall deduct from the monthly pay of every employee in the B.U. the membership dues of the Union and the Union shall inform the Employer of the amount to be so deducted before December 31 of each year.

4.02 Check-Off Payments

Subject to provisions of 4.01, the Employer shall, for the period during which a member of the B.U. is employed, deduct from every employee, monthly dues, initiation or assessments (not including fines or penalties) levied for such a period in accordance with the written direction received from the Union from time to time which shall provide for the quantum of all such dues, initiation or assessments.

4.03 Deductions

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

4.04 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

ARTICLE 5 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

5.01 New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set in the Articles dealing with Union Security and Dues Check-Off.

5.02 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or Representative, and will provide them with a copy of the Collective Agreement.

5.03 Interviewing Opportunity

A Representative of the Union shall be given an opportunity to interview each new employee within regular working hours and without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of discussing with the new employee the benefits and duties of Union membership and their responsibilities and obligation to the Employer and the Union, subject to operational requirements.

ARTICLE 6 - FUNCTIONS OF MANAGEMENT

6.01 The B.U. agrees that the Corporation has the exclusive right and power to manage its business, to direct the working forces and to suspend, discharge or discipline employees for just and sufficient cause, to hire, promote, demote, transfer, layoff employees, to establish and maintain reasonable rules and regulations covering the operation of the business provided, however, that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure as set out herein.

6.02 The B.U. also agrees that the Corporation has the exclusive right and power to study or introduce new or improved production methods or facilities and the B.U. agrees to co-operate with the Corporation in the installation of any such methods and in the education of its members for the necessity of such changes and improvements.

6.03 The Corporation, therefore, retains all rights not otherwise specifically covered in this Agreement, provided, however, that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure as set out herein.

ARTICLE 7 - LABOUR MANAGEMENT RELATIONS

7.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the B.U. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the B.U. with the name of the appointed officer of the Corporation with whom the B.U. may be required to transact business.

7.02 Labour Management Committee

A Labour Management Committee shall be appointed and consist of not more than three (3) members of the B.U. as appointees of the Union and three (3) members as appointees of the Employer. Each party will advise the other of their nominees to the Committee.

7.03 Function of the Labour Management Committee

The Committee shall concern itself with matters of the following general nature:

- 1) considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employee;
- 2) increasing operational and economic efficiency by promoting co-operation;
- 3) improvement of services to the Students Association;
- 4) promoting safety practices and the observance of safety rules;
- 5) reviewing suggestions from employees, questions of working conditions and services;

- 6) discussing conditions that may involve grievance misunderstandings;
- 7) promoting education and training opportunities for staff.

7.04 Meetings of the Labour Management Committee

The Committee will endeavour to meet at least four (4) times during the academic year at mutually agreeable times and places. Committee Members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

7.05 Chairperson of the Labour Management Meeting

An Employer and a Union Representative shall be designated as Joint Chairpersons and shall alternate in presiding over the meetings.

7.06 Minutes of the Labour Management Meeting

Minutes of each meeting of the committee shall be prepared and signed as promptly as possible after the close of the meeting by the Joint Chairpersons. The Union and the Employer shall each receive two (2) signed copies of the minutes within five (5) working days following the meeting.

7.07 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining.

7.08 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than five (5) members of the bargaining unit and five members from the Employer. Each party will advise the other of their nominees to the Committee.

7.09 Function of the Bargaining Committee

All matters of mutual concern pertaining to operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, etc. may be referred to the Bargaining Committee for discussion and settlement.

7.10 Assistance in Negotiations

Both parties shall reserve the right to have outside assistance when dealing or negotiating with each other.

7.11 Bargaining Committee Meetings

In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meetings must be held no later than eight (8) calendar days after the request has been given unless the parties mutually agree in writing to another timeframe.

7.12 Time Off for Bargaining Committee Meetings

Any representative of the Bargaining Committee (Article 7.08), or Labour Management Committee (Article 7.02) or Grievance Committee (Article 9.01) who is in the employ of the Employer shall have the right to attend Committee meetings held within working hours without loss of remuneration.

7.13 Technical Bargaining Information

The Employer shall make available to the B.U., upon written request and within a time period mutually agreed to by the parties, information pertaining to B.U. employees which is necessary for the Collective Bargaining Process and/or the administration of the Collective Agreement, providing such information does not violate a confidence and is not reasonable attainable through its own resources. The B.U. shall provide the Employer with reasonable access to any information available to it that may be relevant to negotiations.

7.14 Health & Safety Employer's Responsibilities

The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees.

Without limiting the generality of the foregoing, the Employer shall:

- (i) provide and maintain workplaces, equipment, work methods and tools that are safe and without risk to the health of its Employees;
- (ii) inform its Employees and their Union representative of any situation relating to their work which may endanger their health or safety, as soon as the Employer becomes aware of the said situation;
- (iii) inform Employees regarding the risks relating to their work, and provide appropriate training and supervision so that the Employees have the skills and knowledge necessary to safely perform the work assigned to them;

- (iv) ensure that the necessary investigations, inspections and analyses are carried out, and co-operate with any health and safety committee established in accordance with this Article, when there are situations liable to endanger the health and safety of employees;
- (v) take, without delay, all the measures necessary to prevent and or correct a situation liable to endanger the health and safety of employees, or liable to compromise the environment, as soon as this situation is brought to the Employer's attention.

7:15 Health and Safety Committee

- (a) A Joint Health and Safety Committee shall be formed of two (2) representatives of the Employer and two (2) representatives appointed by CUPE Local 3011. Where possible, the Union and Employer shall take all reasonable efforts to ensure that Committee Representatives include at least one member from an equity-seeking group. The names and work locations of the JHSC members will be posted on CUSA's website and any digital, internal relevant staff portals.

This Committee shall operate in accordance with the *Occupational Health and Safety Act*, and the Committee's "Terms of Reference."

See link below:

<https://docs.google.com/document/d/1ZgsmiEul3w7VIWMOsfxFw5R3ZN M5NTktIkQB1zTyck/edit>

- (b) The Health and Safety Committee shall:
 - i) Identify, evaluate and recommend solutions on matters pertaining to the health and safety of the workplace to members of Management;
 - ii) Review educational and training programs, provided by the Employer, to ensure they are sufficient. These educational and training programs will ensure that all Employees are thoroughly knowledgeable of their duties, responsibilities, restrictions and rights under the *Ontario Occupational Health and Safety Act* and the *Workplace Safety and Insurance Act*;
 - iii) Create and maintain an active interest in health and safety concerns;
 - iv) Make written recommendations to Management on the continuous improvement of the Safety program and any hazards present in the workplace;

- v) Complete workplace inspections on a monthly basis to identify any potential hazards in the workplace;
 - vi) Identify a Certified Worker Representative to accompany any Ministry of Labour Inspector while they carry out inspections of the workplace;
 - vii) Identify a Certified Worker Representative to investigate work refusals along with the Director of Human Resources, or their delegate;
 - viii) Address matters related to the “designated substances” regulations, where applicable;
 - ix) Review any accident/injury record summaries as they occur;
 - x) Identify a Certified Worker Representative to investigate any critical injury or fatality in the workplace along with the Director of Human Resources, or their designate.
- (c) In addition, the Employer will maintain and update as necessary, policies such as the Harassment and Workplace Violence Policy, to ensure the continuance of a safe environment at CUSA.
- (d) The Joint Occupational Health and Safety Committee shall hold meetings at least every three (3) months, or more frequently if requested by the Union or by the Employer for jointly considering the monitoring, inspecting, investigating, reviewing and improvement of health and safety conditions and practices in the workplace.
- (e) Minutes of the meeting shall be taken and the responsibility for doing so shall be rotated between the parties. The minutes of all meetings shall be shared with the Employer and the Union via email no later than ten (10) working days after the meeting.
- (f) Time off for Health and Safety Training**

Union members of the Joint Occupational Health and Safety Committee shall be granted time off from work with no loss of seniority or earnings to attend educational courses and seminars sponsored by government agencies, the Employer and or the Union for instruction and upgrading on health and safety matters. Subject to Employer approval.

(g) Certified Worker Training

The Employer will pay for the training/program fees for two (2) 3011 Union Health & Safety Committee Representatives as defined under the *Ontario Occupational Health and Safety Act*.

ARTICLE 8 - STRIKES AND LOCKOUTS

8.01 There shall be no strikes, lockouts, work stoppage or slowdowns during the life of this agreement. Employees may participate in a sympathy strike in support of any other organization so long as there is no impact on CUSA operations. In the event of strikes, lockouts or other similar problems involving suppliers of goods or services, the Employer and the B.U. agree to meet and discuss such a situation as it involves the parties to the Agreement in endeavouring to solve such problems in the best interest of the Employer, the B.U. and the employees to the best of the ability of the parties.

8.02 Pre-approved Vacation Payment during a Strike/Lockout

If the employer has approved scheduled vacation for an employee before a strike commences or before a lock out occurs, the employer shall pay to the employee the vacation pay that would have been paid to them with respect to that vacation.

If an employee has approved vacation during a strike/lockout and elects to cancel said vacation, the employee will contact the employer in writing prior to the commencement of the scheduled vacation time to cancel their vacation leave. Any cancelled vacation leave credits will be returned to the employee's vacation leave bank.

8.03 Official University Closure

Should the President or their delegate declare that the University or an area of the University, be officially closed temporarily due to environmental conditions, utility disruptions, road conditions, publicly declared emergencies, or other similar emergencies beyond the control of the employees covered by this Agreement, employees shall receive their regular salary and benefits during the closure. For clarity a temporary closure for the purposes of this clause can occur consecutively and or on separate working days up to a maximum of twenty-five (25) working days in a calendar year.

8.04 This provision shall not limit an employee's right to refuse dangerous work in accordance with the provisions of the *Occupational Health and Safety Act of Ontario*, as amended from time to time. Failure to cross picket lines in such circumstances shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Recognition of the Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances the Employer acknowledges the right of the Union to appoint a Grievance Committee whose duties shall be to assist an employee in preparing and in presenting their grievance in accordance with the grievance procedure. An employee is entitled, upon request, to be accompanied by a Union Representative at all disciplinary interviews and at each stage of the grievance procedure.

9.02 Grievance Committee

The Union shall notify the Employer in writing of the names of the Grievance Committee.

9.03 Permission to Leave Work

The Employer agrees that the members of the Grievance Committee shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided for in this Article. Each member of the Grievance Committee is employed to perform full-time or part-time work during working hours except to perform their duties under this Article. A Committee Member shall obtain permission from their supervisor to leave their work to perform investigations and or to attend meetings with the grievor(s) and or with the employer. Absence from work shall commence at a mutually acceptable time. Such permission shall not be unreasonably withheld by the Employer.

9.04 Definition of Grievance

A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee(s) or the Union arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

9.05 Settling of Grievance

(a) Step 1:

It is understood that an employee has no grievance until the employee has first given their immediate supervisor the opportunity of fully addressing the complaint. Such complaint shall be discussed within five (5) working days after the circumstances giving rise to it has occurred or ought reasonably to have come to the attention of the employee. After the

discussion, the Supervisor shall confirm their response in writing within three (3) working days. Failing settlement, it may be taken up as a grievance.

(b) Step 2:

The Union may submit a grievance in writing within five (5) working days after the decision in Step 1 to the Employer, who shall render their decision within five (5) working days after the receipt of such notice.

(c) Step 3:

Failing satisfactory settlement being reached at Step 2, the Union may, within ten (10) working days of the Employer's decision at Step 2, notify the Employer in writing of its intention to refer the dispute to arbitration.

9.06 Group Grievance and Policy Grievance

Where a dispute involving a question of the general application and or the interpretation of the Collective Agreement occurs or where a grievance involves a group of employees or is a matter which affects the B.U.as a whole, the grievance may be presented at Step 2 of the grievance procedure. Grievances concerning layoff, recall or those initiated by the Employer shall proceed directly to Step 2.

9.07 Replies in Writing

Replies to all grievances shall be in writing at all stages.

9.08 Facilities for Grievances

The Employer shall supply the facilities and or virtual platform for the grievance meetings.

9.09 Supplementary Agreements

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

9.10 Failure to Act Within Limits

Failure of the Grievor and or the Union to process a grievance to the next step in the Grievance Procedure within the time limit specified shall be cause to be considered abandoned unless the Grievor and or the Union was unable to proceed with the grievance to the next step due to just cause. In the event of an abandoned grievance, the abandoned grievance shall not be deemed to have prejudiced the grievor and or the Union on any future similar grievance.

9.11 Technical Objections

No grievance shall be defeated solely by any technical objection.

9.12 Mediation

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding Step three (3) in the grievance procedure, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

9.13 Harassment Investigations Grievances

All grievances filed alleging harassment shall be submitted at Step Two of the grievance procedure. The Employer shall undertake to conduct the investigation and where appropriate acquire a third party investigator to conduct the investigation.

ARTICLE 10 – ARBITRATION

10.01 Composition of Board of Arbitration

When either party refers a grievance to arbitration, the referral shall be by registered mail and or via email, addressed to the other party of the agreement. Such notice shall contain the name of the referring party's nominee to the Arbitration Board. Within five (5) working days from the receipt of the notice, the other party must in turn name their nominee. A third person to act as Chairperson shall be appointed by the respective nominees. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairperson within ten (10) working days from the date of their appointment, either party or their nominee may request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

The parties may also agree to refer the grievance to a single arbitrator.

10.02 Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to it. It shall hear and determine the difference of allegation and render a decision within ten (10) days from the time the Chairperson is appointed.

10.03 Decision of the Board

The Decision of the Board of Arbitration shall be final and binding and enforceable on all parties.

10.04 Disagreement on Decision

Should the parties disagree as to the meaning of the decisions, either party may apply to the Chairperson of the Board of Arbitration or the single Arbitrator to reconvene the Board or single Arbitrator to clarify the decision, which they shall do within ten (10) days.

10.05 Expenses of the Board

Each party shall pay:

- 1) the fees and expenses of the arbitrator it appoints;
- 2) one-half the fees and expenses of the Chairperson.

10.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this agreement. Such consent shall not be unreasonably withheld.

10.07 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 11- DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 Progressive Discipline

The Employer acknowledges the principles of progressive discipline. Where appropriate the Employer will explore informal measures in an attempt to correct employee behaviours prior to imposing formal discipline.

11.02 Just Cause

Subject to Article 12.03, the Employer shall not suspend or discharge any employee, except for just cause.

11.03 Rights to have a Union Representative

Where the Employer intends to interview an employee for disciplinary purposes, the Employer shall notify the employee in advance of the purpose of the interview. The Employer shall also notify the employee of their right to have a Union Steward present at the interview. A Steward or Local Officer has the right to consult with a CUPE Staff Representative and may have them present at any discussions with the Employer/Supervisory personnel in regards to the employee.

11.04 Suspension

- (a)** In the event that an employee is suspended from duty without pay and files a grievance in accordance with the time limits specified in Article 9, the employee shall lose no greater than five (5) days' pay; and shall have no loss of benefits or seniority until the grievance has been settled, withdrawn, abandoned, or ruled upon by an arbitrator. In the event the grievance is found in favour of the grievor, the grievor will be reimbursed for any unpaid days as ruled upon by the arbitrator and or through any mediated settlement.
- (b)** In the event the grievance is unsuccessful in whole or in part, the Employer shall be entitled to deduct any overpayment of wages from the employee's wages and/or any monies owing to the employer subject to any applicable labour laws and or legislation.
- (c)** The parties acknowledge and agree that this procedure does not apply to discipline involving discharge.

11.05 Burden of Proof

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

11.06 Adverse Report

All letters of censure, reprimand or criticism shall be placed on an employee file. A copy of such letter shall be forwarded to the Union and to the employee within one (1) day of the date of the letter. Letters of censure, reprimand or criticism which are not placed upon the employee's file or have been on file for twelve (12) months or longer shall not be considered in connection with any disciplinary action or future promotional opportunity and shall be removed from the employee's personnel file.

11.07 An employee, in the event of a suspension or discharge, may with the support of the Union initiate a grievance at Step 3 of the grievance procedure. Such grievance must be filed within ten (10) working days after the suspension or discharge takes place.

ARTICLE 12 - SENIORITY

12.01 Seniority Defined

Seniority is defined as the length of service with the Employer from the first day worked and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recalls. Seniority shall operate on a B.U. wide basis. Seniority shall be calculated by the Employer in conjunction with the B.U.

Where two (2) or more employees commence work on the same day, seniority shall be determined based on the date and time stamp of the official application for the position as sent to the Human Resources Department.

12.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the B.U. and posted on all bulletin boards in January of each year and will be available digitally via shared drive for all staff.

12.03 Probation of Newly Hired Employees

Newly hired employees shall be considered on a probationary basis for a period of three (3) months from the date of hiring. A probationary period may be extended by the mutual agreement of the parties to a maximum of four (4) months. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the B.U. claims bad faith, arbitrariness or discrimination (as noted in Article 3) as the basis of termination.

An employee may be confirmed before the probationary period is completed.

Notwithstanding the above, for those employees hired during the months of March, April and May, the probationary period may be extended by the mutual agreement of the parties to a maximum of six (6) months.

During the probationary period, the Employer will conduct a performance review at six (6) weeks and at ten (10) weeks of employment. The employee will receive a copy of each review and a copy will be sent to the Secretary of the Union.

12.04 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff or leave of absence approved by the Employer. An employee shall lose their seniority and their employment shall be deemed terminated in the event:

- 1) they are discharged for just cause and are not reinstated;
- 2) they retire;
- 3) resigns, in writing after a forty-eight (48) hour reconsideration period;
- 4) they have been absent from work in excess of five (5) calendar days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- 5) they fail to return to work within ten (10) calendar days following a layoff and after being notified by registered mail and or via email to do so unless through sickness or other just cause.
- 6) It shall be the responsibility of the employee to keep the Employer informed of their current contact information.

12.05 Transfers and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the B.U. without their consent. If any employee is transferred to a position outside of the B.U., they shall retain their seniority acquired at the date of leaving the B.U. and will not accumulate any further seniority. If, within a period of three (3) months from the date of transfer, such an employee wishes to return to the B.U. the Employer shall make every effort to place him/her in a position consistent with their seniority. Should the employee not return to the B.U. within a period of twelve (12) months from the date of transfer, their seniority will be forfeited.

ARTICLE 13- PROMOTIONS AND STAFF CHANGES

13.01 Job Posting

- (a) When a vacancy occurs and or a new position is created, either inside or outside of the B.U., the Employer shall notify the B.U. in writing and the

vacancy shall be posted on the CUSA website for a minimum of 10 business days and or sent via email in order that all B.U. members will know about the position and will be able to make a written application. The B.U. may agree to forego this clause upon unanimous consent of the employees. Positions in CUPE 1281 are excluded from this Article. The parties may also upon mutual agreement, simultaneously advertise the position internally and externally. Internal applicants shall be interviewed before external candidates are considered.

- (b) The Union shall be advised in writing when a vacant or newly created position has been filled. Upon the notification by the employer to an unsuccessful internal applicant, the employee may request within seven (7) working days, written feedback from the Employer used to determine their rationale for their decision. The Employer will supply the feedback within five (5) working days of the date of the request by the employee.
- (c) In the event the Employer decides to change the minimum requirements for a B.U. job posting position during the hiring process, the Employer shall consult with the Union and repost the position.

13.02 Information in Postings

For B.U. positions, such notice shall contain the following information: the nature of the position, qualifications, required knowledge and education, skills, shift, wage or salary range or rate and hours of work. Those qualifications may not be established in an arbitrary or discriminatory manner.

13.03 Role of Seniority in Promotions and Transfers

Both parties recognize that job opportunities should increase in proportion to length of service. In cases of the appointment, transfer, and promotion where qualifications, experience, skill and ability to perform the required work are relatively equal, seniority shall be the determining factor.

13.04 Trial Period

The successful applicant shall be placed on trial for a period of three (3) months. The trial period may be extended by a mutual agreement of the parties to a maximum of four (4) months. Conditional on satisfactory service such trial promotion shall become permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority or wage or salary. Any other employee promoted or transferred because of such staff changes or promotion, shall be returned to their former position without loss of seniority or previous salary.

Notwithstanding the above, for those employees hired during the months of March, April, and May, the trial period may be extended by the mutual agreement of the parties to a maximum of six (6) months.

During the trial period, the Employer will conduct a performance review at six (6) weeks and at ten (10) weeks of employment. The employee will receive a copy of each review, and unless the employee provides written objection to the Employer, a copy will be sent to the Secretary of the Union. Any such objection will then be forwarded to the Secretary of the Union.

13.05 Promotions Requiring Higher Qualifications

In cases of promotion requiring higher qualifications or certification, for roles within the B.U. the Employer shall give consideration to the senior employee who does not possess the required qualifications but is preparing for qualifications prior to the filling of a vacancy. Such employee will be given an opportunity to qualify within a reasonable length of time as determined and agreed to by the Union, the Employee and the Employer.

13.06 Persons with Disabilities and Elderly Worker Provisions

An employee who has been incapacitated by an injury or compensable occupational disease, and or who, through, advancing years of temporary and or permanent disablement is unable to perform their regular duties, every effort will be made to employ them in other work which they can do, without regard to other seniority provisions of the Agreement except such that an employee may not displace any employee.

13.07 On the Job Training

Where feasible, the Employer will initiate and maintain a system of on the job training so that every employee will have the opportunity of receiving training and qualifying for promotion. The Union will be notified of all on the job training opportunities.

13.08 Notification

The B.U. shall be notified in writing of any appointments, hiring, layoff, transfer, recall, retirement, leaves of absence and or the suspension, termination of any B.U. employee.

ARTICLE 14 - LAYOFFS AND RECALL

14.01 Definition of Layoff

A layoff shall be defined as a reduction in the number of hours, shifts or a reduction in the number of bargaining unit positions.

14.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to the length of service. In the event the Employer determines a position is redundant, the affected employee will be served with a notice of layoff in accordance with Article 14.04 or Article 22.01 and/or Article 22.02. Within two weeks of receiving the notice of layoff, the displaced employee will be allowed to replace another employee in the bargaining unit regardless of salary, providing that they have more seniority and are qualified to perform the work. Employees subsequently displaced will have all the rights as described in Article 14 or Article 22.

14.03 No New Employees

No new employees will be hired for a vacant position provided there are employees on a layoff who have the required qualifications for that position and have not been given an opportunity of re-employment in writing with a copy to the B.U. Qualified employees shall be recalled in order of seniority.

14.04 Advance Notice of Temporary Layoffs

Employees who are to be laid off for a period of less than 35 weeks shall be notified by the Employer at least thirty (30) working days before the layoff becomes effective. If the employee has not had the opportunity to work the thirty (30) full days after the notice of layoff, they shall be paid in lieu of working for that part of thirty (30) days during which work was not made available. An Employee who applies for and is in receipt of Employment Insurance benefits (EI), will continue to have access to their Health and Dental benefits, and accrue seniority during the temporary layoff. Pension contribution arrangements will remain the same as outlined in Article 24.01. The employee shall be responsible for sending their pension contribution amount to the employer on a bi-weekly basis.

14.05 The Employer agrees to maintain an EI (Employment Insurance) Sub Plan for the temporary shortage of work. The benefit of such plan will be the equivalent of the difference between 90% of the employee's regular weekly earnings as described in Schedule A of the Collective Agreement and the amount of weekly EI Benefits available under the plan.

14.06 Recall

- a)** An employee on layoff, will be entitled to remain on recall and retain their seniority for a period of thirty-five 35 weeks. If for any reason the Employer and the Union agree to extend the temporary layoff beyond the thirty-five (35) weeks, then the recall timeframe shall also be extended to coincide with the number of extended layoff weeks. A recall notice will be sent by email and or by registered letter to the last address noted on file with the Employer.
- b)** Should an employee decline the recall or not respond to the employer within ten (10) working days, (unless prevented from responding due to a medical reason or other just cause), the employee shall be released from their employment and be entitled to the severance pay as outlined in Article 22.
- c)** The employer will supply in writing to the union advance notification of each Employee recalled to work following a period of layoff.
- d)** If an employee has not been recalled by the employer as of the thirty-five 35 weeks and or any extended layoff timeframes as noted in a) above, then the employee shall be considered permanently laid off and subject to the entitlements under Article 22.

ARTICLE 15 - HOURS OF WORK

15.01 Hours of Work

- (a)** The normal work week for full-time employees shall be thirty-five (35) hours (exclusive of lunch periods) from Saturday midnight to midnight the following Saturday. Regular hours of work for part-time employees covered by this Agreement shall be more than twenty-four (24) but less than thirty-five (35) hours per week (exclusive of lunch periods). The normal hours of work for full-time employees shall be seven (7) hours per day or shift with two (2) consecutive days off.
- (b)** The parties accept the concept of a flexible workday. A normal day is one worked between 8:30 am and 4:30 pm. Any deviation from this normal workday shall be agreed upon by the employee, and their Supervisors. Agreement by the Supervisor shall not be unreasonably denied considering operational requirements.

ARTICLE 16 – OVERTIME

Overtime is defined as any hours worked in excess of the normal work week as described in Article 15.01. Employees who work more than 35 hours but less than 44 hours per week will be paid their regular rate of pay. Hours worked in excess of 44 hours in a normal work week will be paid at 1.5 times their regular rate of pay. All overtime must be approved in writing by the Employer. In operational emergency situations, written approval will be waived.

If the Employer and Employee agree, overtime may be banked at the appropriate rate of pay to be used at a mutually agreeable time. Employees must give advance notice of their request to use banked time. At no time can banked hours exceed fifty-five (55) hours except by mutual agreement. A record of banked hours will be maintained and reported on by the Employer.

The parties agree that the month of September is unusually busy for the Employer and the Employer's operations. Employees requiring overtime approval for the month of September will submit in August an estimate of the overtime needed for pre-approval. The amount of overtime pre-approved will be mutually agreed upon and in writing. Such agreement will not be unreasonably withheld.

ARTICLE 17 – HOLIDAYS

17.01 Paid Holidays

The Employer shall recognize the following as paid holidays:

1. New Year's Day
2. Good Friday
3. Easter Monday
4. Victoria Day
5. Canada Day
6. Labour Day
7. Thanksgiving Day
8. Remembrance Day
9. Christmas Day

- 10 Boxing Day
11. Civic Holiday or St. Jean-Baptiste Day
(for Quebec residents wherever feasible by mutual consent)
12. Family Day

17.02 Other Paid Holidays

- (a) Each Christmas season, employees shall be entitled to the two (2) weeks preceding the first day of classes in the New Year. This shall be the norm unless otherwise agreed to by both parties.
- (b) Whenever operational conditions permit, employees shall be granted the following: Any Reading Week and/or any one (1) week break period, designated and approved by the University; and Friday afternoons between the dates of May 1st and August 31st. Should the Employer grant the above day(s) to some members of the bargaining unit, the Employer agrees that the remaining employees who are required to work on these day(s) will be granted time off in lieu for all hours worked.

17.03 Holidays Falling on Employees' Days Off

When any of the holidays noted in 17.01 above fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

17.04 Payment for Working on a Paid Holiday

The Employer will normally notify employees in writing at least five (5) working days in advance, that they shall be required to work on any Paid Holiday.

An employee who is required by the Employer to work on any Paid Holiday as set out in Article 17.01 shall be entitled to two (2) working days off with pay at a time mutually agreeable to the Employer and employee.

- 17.05** In the event that a holiday occurs on a Saturday or Sunday, the following Monday shall be observed as the holiday.

ARTICLE 18 – VACATION

18.01 Vacation Entitlement

Employees shall receive annual vacation with pay in accordance with credited service prior to the commencement of their vacation period. All vacations shall be

taken within eighteen (18) months from the employee's anniversary/hire date. Any unused vacation shall be paid out at this time. In the event that an employee has not taken their vacation within the eighteen (18) month period, the employee must make a written request for approval from the Employer to waive the vacation timeframe stipulation, and if approved, the Employer shall meet with the employee to discuss a plan for their vacation usage.

The employee shall give the Employer one (1) month's written notice for any vacation longer than one (1) week. The employee shall give the Employer advance notice for any vacation less than one (1) week. The Employer reserves the right to refuse the timing of an employee's vacation in order to maintain minimum necessary staffing levels. In the event of a conflict, the most senior employee(s) shall have their vacation preference. Vacation allotments are based on an employee's anniversary/hire date. Vacation days are accrued on a monthly basis.

- 0 – 4.99 years of service on their anniversary/hire date (15) vacation days (1.25 days per month)
- 5 – 9.99 years of service on their anniversary/hire date, (20) vacation days (1.66 days per month)
- over 10+ years of service on their anniversary/hire date, (25) vacation days (2.08 days per month)

18.02 Upon reaching their twenty-fifth (25th) anniversary, an employee will be granted a one-time entitlement of five (5) additional vacation days to be used that year. This gratuitous vacation entitlement is not subject to payout upon resignation, retirement or termination.

18.03 Paid Holidays During Vacations

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

18.04 Rate of Vacation Pay

Vacation pay shall be at the rate effective immediately prior to the vacation period.

18.05 Vacation Pay Upon Termination

An employee terminating their employment at any time in their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, provided the employee has accumulated these vacation days. In the event the employees has taken more days than accrued, the unaccrued vacation days shall be deducted from the employee's final pay.

18.06 Bereavement Leave During Vacation

Where an employee's scheduled vacation is interrupted due to a death as defined in Article 20.06, the employee shall be eligible for leave in accordance with the terms and conditions noted under Article 20.06 (b) (Bereavement) of the collective agreement.

The portion of the employee's vacation which is deemed to be leave under Article 20.06 (b), will not be counted against the employee's vacation credits.

ARTICLE 19 - SICK LEAVE PROVISIONS

19.01 Sick Leave Defined

Sick Leave means the period of time an employee is entitled to be absent from work with full pay by virtue of being sick or disabled, or because of an accident which is not compensable under the Workers Safety and Insurance Board Act.

19.02 Sick leave shall be granted on the basis of one and one-quarter (1/4) days each full calendar month of service and shall be cumulative.

19.03 If an employee requires more sick leave than they have accumulated, they may request that their annual /vacation leave credits, or banked overtime in lieu of credits, be applied towards the deficiency.

19.04 Employees may be required to provide a medical certificate for an illness in excess of five (5) consecutive working days. The Employer assumes any expenses incurred by the employee resulting from said request up to a maximum of \$65.00.

19.05 Sick leave without pay may be granted to an employee who does not have sufficient sick leave with pay credit. Such entitlement may be granted for a period not to exceed the existing length of the waiting period under CUSA's Long Term Disability Insurance Plan.

19.06 An employee shall be allowed to voluntarily transfer sick leave credits to a maximum of five (5) days per year from their accumulated credits to that of

another employee for extended periods of illness, however, the employee's accumulated credits after the transfer must be maintained at a minimum of 12 days and that the total amount of sick leave transferred shall not exceed the requirements of the employee receiving such credits. Proper forms must be completed and submitted to Human Resources. Probationary employees are not subject to the provisions of this clause.

19.07 By October 1st each year, all employees will be advised by Human Resources of the amount of sick leave accrued to their credit as of June 30 each year.

19.08 Continuation of Accrued Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason or is laid off on account of a lack of work and returns upon the expiration of such leave of absence, etc. they shall retain their cumulative sick leave credits, if any, existing at the time of such leave or layoff. However, there shall be no accrual of sick leave during any such period of absence.

19.09 Illness in Family

In the case of an illness of an immediate family member of an employee (as per 20.06 (b)), where no person other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying their supervisor, to use any accumulated Sick Leave for this purpose while maintaining a minimum of 12 days accumulated leave.

19.10 Accommodation/Return to Work

The parties endorse the joint responsibility and importance of early intervention and safe return to work and to the accommodation of an Employee due to illness or injury when alternate/modified work is required, whether the disability is permanent or temporary.

When it is determined that a member of CUPE 3011 is unable to perform the full duties of their position due to medical restrictions/condition, the Employer will notify the Employee of their right to be accompanied by a Union Representative to attend any meetings to discuss the circumstances surrounding the employee's return to work and or accommodation request.

With the Employee's consent, the Employer shall share with the union information relevant to the accommodation of the affected employee and information regarding the requirements/duties of the employee's position.

The Employer shall consult at a meeting with the Employee and the Union to discuss the nature of the Employee' restrictions/capabilities, and, if necessary, the options available with respect to the accommodation of the Employee.

Notwithstanding the above, the Employer agrees to provide the Union with copies of any workplace accommodation arrangements made for CUPE 3011 members.

ARTICLE 20 - LEAVE OF ABSENCE - WITHOUT PAY

20.01 General Leave of Absence

The Employer shall grant leave of absence for up to eighteen (18) months without pay, and without loss of seniority and without the accrual of sick leave credits, to any employee requesting such leave for a good and sufficient cause. Such a request must be made in writing and approved by the Employer. Permission for such leave of absence shall not be unreasonably withheld.

An employee on leave of absence shall notify in writing the Employer not later than five (5) weeks prior to the termination of such leave whether they will be returning. If this is not done, the employee shall forfeit their rights to the job, (unless prevented from responding due to a medical reason or other just cause). The Employer shall notify in writing every employee on leave of absence of this responsibility and the dates involved. The Employer shall consider shorter notice in extenuating circumstances.

20.02 Leave of Absence - General Conditions

- (a) Unless stipulated by this agreement under Article 20, during any leave of absence, employee benefits shall be maintained at the normal rate of employee or employee/employer contributions if the employee so desires for a period up to twenty-seven (27) weeks.

During the period of time in which a L.O.A. extends past twenty-seven (27) weeks leave, an Employee may maintain their benefits provided that they pay for both the Employer and the Employee portions of any benefit premiums.

- (b) Upon return from a leave of absence, the Employee shall be reinstated to their former position or an equal position, of salary and seniority.

20.03 Negotiations, Grievance and Arbitration Pay Provision

Representatives of the B.U. shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer (to a maximum of three (3) employees) or with respect to a grievance and or mediation/arbitration.

20.04 Union Leave Conventions, Conference, Training

Leave of Absence, without pay, shall be granted, upon request by the Employer, to Employees elected or appointed to represent the B.U. at Union Conventions, Conferences, and or Union educational seminars, workshops/schools. Such leaves are restricted to a maximum of two (2) members. The Employer agrees to pay such designated employees on this leave of absence pursuant to this Article their regular wages, and continue all benefits, service and seniority. The Employer will then invoice the Union for the amount of the wages.

20.05 Leave of Absence for Full-Time Union of Public Duties

- (a) The Employer recognizes the rights of the employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without pay and without loss of seniority so that the employee may be a candidate in federal, provincial or municipal elections.
- (b) An employee who is elected to public office shall be allowed a leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave may be extended by mutual consent.
- (c) An employee who is elected or selected for a full-time position with the Union or anybody, with which the B.U. is affiliated, shall be granted a leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave may be extended by mutual consent.
- (d) With exception of the affairs of CUSA Inc. and its affiliate bodies, the Employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Employer will grant a leave of absence without loss of seniority and without pay to a maximum of one (1) month so that employees may participate in a candidates campaign for public office.

20.06 Special Leave

(a) Marriage Leave

After the completion of one-year of continuous employment, an employee who gives the Employer at least five (5) days' written notice shall be granted five (5) days special leave with pay, for the purpose of getting married.

An employee's first request for Marriage Leave will not be denied by the Employer. Any subsequent requests for Marriage Leave will be approved at the sole discretion of the Employer.

(b) Bereavement Leave

For the purpose of this clause, immediate family is defined as a parent, brother, sister, spouse, fiancé, children of the employee or spouse, father-in-law, mother-in-law, common-law spouse (including same sex spouse), grandparents, spouse's grandparents, step-father, step-mother, step-children and relative permanently residing in the employee's household or with whom the employee permanently resides.

- (i) Where a member of an employee's immediate family dies, an employee shall be entitled to a maximum of five (5) days leave with pay. Where the burial takes place at a distance greater than two-hundred and fifty (250) kilometres from Ottawa, an additional two (2) days will be provided for travel. For the purpose of this section, day's means consecutive calendar days.
- (ii) An employee shall be entitled to bereavement leave with pay up to a maximum of two (2) days, in the case of the death of their grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, aunt, uncle or former guardian.

(c) Leave for Birth or Adoption of Child

- (i) An employee shall be granted leave with pay up to a maximum of three (3) day's for the birth of their partner's child. Such leave may be granted on the day before, day of, or day after the birth of the child, or on the day of the mother's admission to, or discharge from the hospital.
- (ii) An employee shall be granted leave with pay up to a maximum of three (3) day's on the occasion of their adoption of a child.
- (iii) This Article is in addition to any entitlement under Article 20.08.

(d) Preventative Health Care

An employee shall be granted paid leave as may be reasonably necessary to engage in personal preventative medical or dental care, to a maximum of three (3) working days per calendar year. Employees shall be required to schedule such appointments so as to minimize the duration of the absence. Employees may be required to show proof of medical or dental care.

(e) Leave for Other Reasons

Special leave is to cover emergency situations and is not meant to be of a continuous nature. Where an emergency situation exists that prevents the

employee from reporting for duty, special leave with pay may be approved by the Employer and such approval shall not be unreasonably withheld. Appropriate documentation may be required to qualify.

- (f) No employee shall be granted special leave during any period in which they are on a leave of absence without pay subject to any language in the agreement that states otherwise, or under suspension.
- (g) For the purpose of this Article, a day shall be considered as the employee's current scheduled working day.
- (h) The Employer, at its discretion, may grant special leave in other circumstances.
- (i) An employee shall be granted paid leave for one (1) day to attend a formal hearing to become a Canadian citizen.
- (j) Special leave shall not accumulate on an annual basis but rather resets on the date of the employee's anniversary and shall not be subject to a pay out.

20.07 Pregnancy Leave

- (a) The Employer shall grant seventeen (17) weeks of pregnancy leave on request in accordance with the Employment Standards Act of Ontario (as amended). If an employee would be, or becomes entitled to receive Employment Insurance Pregnancy Leave Benefits for a period greater than seventeen (17) weeks, then the length of the seventeen (17) weeks shall be extended to coincide with such benefits.
- (b) The employee who applies for and is declared to be eligible to receive Employment Pregnancy leave Benefits, is entitled to receive from the Employer while on pregnancy leave:
 - i) for the one (1) week waiting period provided for in the Employment Insurance Plan, a payment equal to 95% of their gross weekly salary will be paid to the employee by the employer.
 - ii) for each of the weeks where the employee receives Employment Insurance Pregnancy Leave Benefits, supplementary payments equal to the difference between 95% of their gross weekly salary and the Employment Insurance payment received will be paid to the employee by the employer.
- (c) Such payments will be made provided that the sum total of all earnings and payments received weekly by the employee (including Employment Insurance Benefits, Supplementary Employer payments and all other

employment earnings) does not exceed 95% of their normal weekly earnings.

- (d) Supplementary pregnancy leave payments shall not be made by the Carleton University Students' Association,
 - i) Beyond an employment termination date;
 - ii) Should Human Resources Development Canada disqualify the employee from receiving Employment Insurance Pregnancy Leave Benefits.
- (e) Should Human Resources Development Canada eliminate or reduce the payment of Employment Insurance Pregnancy Leave Benefits, the employee shall be entitled to receive from the Employer payments equivalent to those which would have been made under the E.I. SUB plan at the time immediately prior to its elimination or reduction.
- (f) While on Pregnancy Leave, the employee shall continue to have access to all Health and Welfare benefits as provided for under Article 24 in this Agreement.
- (g) Sick leave and annual vacation leave credits shall continue to accrue while an employee is on Pregnancy Leave.
- (h) An employee on approved pregnancy leave shall continue to accrue seniority.
- (i) Where an employee wishes to return from a pregnancy leave of absence on a date earlier than indicated at the time of the request for such leave, the employee shall provide at least four (4) weeks' notice of their intent to return.

Note: Should legislation change such that an Employment Insurance Commission Benefit for parental/pregnancy/adoption leave is provided but is referred to as other than what is named in this Article, then such benefit shall be recognized by this Article.

20.08 Parental Leave

- (a) Birth mothers who take pregnancy leave are entitled, upon request, up to sixty-one (61) weeks' of parental leave without pay, or as prescribed by the legislation in force at the time the leave is taken, whichever is greater.
- (b) A parent who has not taken pregnancy leave, including an adoptive parent, is entitled up to sixty-three (63) weeks' of parental leave without pay, or as

prescribed by the legislation in force at the time the leave is taken, whichever is greater.

- (c)** The employee who applies for and is declared to be eligible to receive Employment Insurance Parental Leave Benefits, is entitled to receive from the Employer, while on parental leave;
 - (1) for the one (1) week waiting period provided for in the Employment Insurance Plan, a payment equal to 95% of their gross weekly salary will be paid to the employee by the employer.
 - (2) For each of the weeks where the employee receives Employment Insurance Parental Leave Benefits, supplementary payments equal to the difference between 95% of their gross weekly salary and the Employment Insurance payment received will be paid to the employee by the employer.
- (d)** Such payments will be made provided that the sum total of all earnings and payments received weekly by the employee (including Employment Insurance Benefits, Supplementary Employer payments and all other employment earnings) does not exceed 95% of their normal weekly earnings.
- (e)** Supplementary parental leave payments shall not be made by the Carleton University Students Association,
 - i) Beyond an employment termination date;
 - ii) Should Human Resources Development Canada disqualify the employee from receiving Employment Insurance Pregnancy Leave benefits.
- (f)** Should Human Resources Development Canada eliminate or reduce the payment of Employment Insurance Parental Leave Benefits, the employee shall be entitled to receive from the Employer payments equivalent to those which would have been made under the E.I. SUB plan at the time prior to its elimination or reduction.
- (g)** While on Parental leave, the employee shall continue to have access to all Health and Welfare benefits as provided for under Article 24 in this Agreement.
- (h)** Sick leave and annual vacation leave credits continue to accrue while an employee in on parental leave.
- (i)** An employee on approved parental leave shall continue to accrue seniority.

- (j) Upon request, the employee may be granted up to three (3) months leave of absence, without pay, in addition to the standard or extended pregnancy and/or parental leave. Such permission shall not be unreasonably withheld. Upon return to work, the employee shall be reinstated into their former position, or in a job of at least equal to their position, salary and seniority. An employee who is granted leave of absence under this section will be required to pay the full premiums of the staff benefits plans during such a leave of absence. This paragraph does not apply to replacement, term or temporary employees.
- (k) Where an employee wishes to return from a parental leave of absence on a date earlier than indicated at the time of the request of such leave, the employee shall provide at least four (4) weeks' notice of their intent to return.
- (l) Where an employee opts for the extended parental leave, the parental leave allowance payments made in accordance with the Supplementary Employment Benefit Plan will be prorated accordingly. For clarity, the total amount of parental leave allowance payments made in accordance with the Supplementary Employment Benefit Plan during the extended parental leave shall not exceed the total amount that would have been paid had the employee chosen the standard parental leave.

Note: Employment Standards Act (as amended)

- a) Standard parental leave is twelve (12) months
- b) Extended parental leave is eighteen (18) months

20.09 Time Off for Elections

Employees shall be allowed four (4) consecutive hours off before the closing of polls in any Federal, Provincial or Municipal election or referendum without deduction from normal daily pay.

20.10 Paid Jury or Court Witness Leave

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

20.11 Time Off to Write Exams

Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations for courses made available by the Employer and others by mutual consent.

20.12 Time Off to Take Classes and Tuition Fees

Employees who successfully complete educational courses shall be reimbursed by the Employer for the cost of tuition for the course upon presentation of proof of successful completion, to the following amounts: Employer approved job related/career related courses - 100%

The employee may attend courses during regular working hours with the agreement of the Employer.

1) Employer Paid Course

When the Employer requires an employee to take a course that is job related or that is required to upgrade their skills and or qualifications, the Employer will pay the full cost of such course(s).

2) Professional Development Fund

- (a)** The Employer shall establish a Professional Development Fund that will be available for Full-Time Employees to access per fiscal year.
- (b)** Full-time employees will have access up to \$1000.00 per fiscal year, for professional development opportunities approved by the Employer.
- (c)** Employees wishing to access professional development funds will endeavour to apply to the Employer at least two (2) months in advance of the requested activity. The request shall not be unreasonably denied.
- (d)** Professional development areas shall include but not be limited to:
 - Conferences, Seminars, Workshops, Courses, Social and or Political organizational meetings (relevant to the work of the employee);
 - Second language training.

- (e) Approved professional development funds maybe used for registration fees, any required materials, travel costs, childcare, accommodations and or any other reasonable expenses. Participation in professional development opportunities will count as time worked.
- (f) Refer to Appendix "B" for the fund guidelines.

20.13 Injury While on Duty

- (a) All employees shall be covered by the Workplace Safety and Insurance Act. An employee shall be entitled to draw on sick leave credits pending a determination by the Workers Safety and Insurance Board as to the compensability of their claim. If the claim is accepted, the employee shall be placed on injury while on duty leave with pay, and their sick leave credits shall be restored.
- (b) When on injury while on duty leave, the Employer shall maintain the employee at one hundred percent (100 %) salary, and all Workers Safety and Insurance Board benefit cheques shall be payable to the Employer. For further clarity, the Employer shall pay the top up difference between the WSIB benefit payment and the employee's weekly regular salary.
- (c) The parties agree that injury while on duty leave shall only be payable for the duration and extent approved by the Workers Safety and Insurance Board.
- (d) The employer will notify the Union of the names of any members of the bargaining unit who are off work as a result of a work-related injury or illness. The employer will provide the employee and the Union with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the WSIB. The employer will provide the Union with incident report summaries associated with any work related injuries or illnesses.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 Equal Pay

The principle of equal pay for relatively equal work shall apply regardless of gender.

21.02 Substitution Pay

When an employee temporarily substitutes in, or performs the principal duties of, a higher paying position for five (5) days or more for which a salary range has been established, they shall receive the rate in the salary range which is next

higher to their previous rate. When an employee is assigned to a position paying a lower rate their rate shall not be reduced. Principal Duties will be identified on an employee's Job Description /Terms of reference.

21.03 Car Allowance

Allowance paid to employees using their own automobiles for the Employer's business shall be reimbursed at the rates established by the National Joint Council Travel Directive. Rates can be seen here: <https://www.njc-cnm.gc.ca/directive/d10/v238/s658/en>. This rate takes into account all actual expenses including fuel, oil, maintenance, insurance, depreciation, etc. Mileage subject to change annually.

As a condition of employment, the Employer does not require anyone to own a vehicle. When transportation is required, the employee may, with the approval of the Employer, elect to use their own vehicle at the approved kilometre rate. If an employee does not elect to use their own vehicle, the Employer will, if necessary, provide alternative transportation.

(a) Carleton University Parking

The Employer shall advocate and endeavour to secure a reduced parking rate on behalf of the B.U. members.

21.04 Supplying of Meals

Employees required to work out of town in any day or shift shall be provided with meals by the Employer if such time covers normal meal times. Allowances to be paid will follow the National Joint Council Travel Directive. Rates can be seen here: <https://www.njc-cnm.gc.ca/directive/d10/v128/s659/en>. Alcohol purchases will not be reimbursed. Receipts are required to be submitted for reimbursement and maximum claimable expenses shall not exceed the rates established by the National Joint Council Travel Directive.

21.05 Payment of Professional Fees

The Employer shall pay professional fees for any employee who is required to be a member of a professional association and or license for any employee who is required to be licensed.

21.06 Child Care Benefits

Where no other member of the Employee's household is available to provide child care, the Employer shall pay an Employee's childcare costs for children aged 0-12 years in the following situations:

- (a) Where the Employer requires an Employee to attend a meeting or other work related event outside the Employee's regular working hours.
- (b) Where the Employer requires an Employee to work outside of the Employee's regular working hours with less than six (6) hours of notice.
- (c) Such childcare costs shall be paid at the rate of up to sixteen dollars (\$16.00) per hour to a maximum of up to ninety-five dollars (\$95.00) dollars per day accompanied by an appropriate receipt.

ARTICLE 22 – SEPARATION

22.01 Notice of Separation and Salary in Lieu

If any terminal action (with the exception of termination for just cause), which includes a permanent layoff of more than thirty-five (35) weeks, is taken after completion of the probationary period, one (1) months' notice or one (1) months' salary in lieu of notice shall be paid by the Employer. For each year of employment beyond the first year, an additional one (1) month period of notice or salary shall be provided to a maximum of six (6) months. Employees permanently laid off will have the option of working through the notice period and remaining on recall or accepting salary in lieu of the notice and terminating their employment.

22.02 Separation Pay

In addition to Article 22.01 and Article 22.03, if, as a result of the Employer ceasing all or part of their operations, or merging with another Employer, or if by reason of any changes in operating methods, the Employer is unable to provide work for the displaced employee at the same regular rate of pay in a comparable class of work, the employee shall be given three (3) months' notice or salary in lieu of notice after the date of the position redundancy at the regular rate of the position last occupied. Employees who opted for payment in lieu as described in Article 22.01 can also exercise this option with regards to this additional notice period.

22.03 Retirement Pay

An employee retiring from their employment shall be paid one (1) weeks' normal salary for every year of service with the Employer at the current rate of pay upon their retirement. An employee must have been in the employ of the Employer for a minimum of two (2) years to be eligible for benefits under this clause.

22.04 Pay Out of Sick Leave

The Employer agrees to pay all employees fifty (50%) percent of the value of all accrued Sick Leave Credits at their current rate of pay upon the employee's severance or retirement and or any terminal action as outlined in Articles 22.01 & 22.02. In the event of the death of an employee, the above value will be paid to the employee's estate.

Employees shall accumulate and receive full salary while absent from work on sick leave to a maximum of one hundred and twenty (120) working days. Sick days shall be carried over in any calendar year to a maximum of one hundred and twenty (120) days. This represents the waiting period for LTD benefits for any one illness. Any current employee as of the date this agreement has been signed by the parties who have more than (120) days in their sick leave bank shall keep their allotment. Once the excess sick days that have accrued beyond the (120) have been used by the employee, they shall then accrue up to (120) sick days as described above.

ARTICLE 23 - JOB CLASSIFICATION AND RECLASSIFICATION

23.01 The Employer shall maintain job descriptions for all positions in the bargaining unit. These job descriptions will be updated every three (3) years and or when necessary.

(a) No job description shall be changed or modified without the consultation and agreement of the Union. Such agreement shall not be unreasonably withheld.

23.02 No Elimination of Existing Classifications

Existing classifications shall not be eliminated without prior consultation and agreement with the Union. Such agreement shall not be unreasonably withheld.

23.03 Job Descriptions and or Changes

The Employer shall prepare a new job description whenever a B.U. position, as defined in Section 2.01, is created or whenever the duties of an existing B.U. position substantially changes. When a new position is created, or the duties of an existing position are substantially changed the rate of pay shall be subject to negotiations between the Employer and Union. Such negotiations shall be concluded within ninety (90) days. If the parties are unable to agree on the job description and/or the rate of pay for the job in question, the dispute shall be submitted to the grievance and arbitration process for determination. The new rate of pay shall become retroactive to the time the new position was first filled by the employee or the date of the change to the job description.

23.04 Specifications of Job Postings

Job postings and specifications shall not be designated by gender and all job titles and specifications shall be amended to indicate that all jobs may be performed by either gender.

23.05 Performance Review

There will be an annual performance review for each employee under the following conditions:

- reasonable advance notice,
- the immediate supervisor will make the preliminary evaluation with a copy to the employee,
- the employee will have the opportunity to respond in writing as well as in person and such reply will be contained with the evaluation in the employee's file,
- The employee will then meet with the Supervisor. In the event of an unfavourable evaluation, the process will be repeated within four (4) months.

23.06 Recognition of Related Job Experience

The parties agree to recognize relevant job experience and service outside of the employer when placing an employee on the wage grid. In the event a new employee is hired into a position, or in the event an existing employee is hired into a different job classification within the bargaining unit, the Employer may recognize such relevant experience and place an employee at a higher step on the wage grid.

In the event that the Employer wishes to place a newly hired employee in the Appendix "A" wage grid at a step greater than the minimum starting wage/salary, the Employer shall meet with the Union to discuss their rationale. Any placements on the wage/salary grid for new hires beyond the starting minimum wage/salary rate, shall not go beyond the third (3rd) wage/salary step in Appendix "A". The parties must reach an agreement on the appropriate placement of the new employee in Appendix "A".

In the event that the Employer wishes to place an existing employee in the wage grid at a step greater than their service in the bargaining unit, the Union and the Employer will meet to discuss the placement of the employee and agree on the appropriate wage step.

The Employer agrees to apply this provision in a consistent and fair manner to all employees.

The Union agrees that they will not unreasonably deny an Employer request to place an existing employee at a higher level on the wage grid than their bargaining unit service would otherwise provide.

ARTICLE 24 - WELFARE BENEFITS

24.01 The Employer agrees to maintain a Registered Retirement Plan for employees. The Employer agrees to remit contributions at the rate listed below, for the enrollment of eligible employees as follows:

- Full-Time Employees are eligible to join after the completion of one (1) year of continuous employment.
- Part-Time Employees may join after completing twelve (12) months of continuous employment provided the employee has earned at least 35% of the Years' Maximum Pensionable under the Canada Pension Plan, or completed three-hundred and fifty (350) hours in each of the two (2) consecutive calendar years immediately prior to the application for membership.

The Employer will contribute one hundred percent (100%) of the amount contributed by the employee into the Registered Retirement Plan. Contribution Rates are as follows:

- | | | |
|-----------------------------------|---|-----------------------|
| • 1- 5 years of seniority | - | 3.5% of annual salary |
| • 5 - 10 years of seniority | - | 5% of annual salary |
| • More than 10 years of seniority | - | 6.5% of annual salary |

24.02 No Reductions of Premiums by the Employer

If the premium paid by the Employer for any employee benefit is reduced as result of any legislative or other action, the amount of the savings shall be used to increase other benefits available to the employees, which shall be mutually agreed between the parties.

24.03 Benefit Plans

The Employer shall provide 100% of the premium cost of the following benefit plans to all Employees and their eligible dependants:

- Group Life
- Extended Health Care
- Long Term Disability (LTD)
- Dental

a) Change in Health Benefits Provider

No changes to the above-mentioned benefits shall be made except as a result of negotiations between the Employer and the Union or as may be required by law.

The Employer agrees that in any benefits plan/carrier decision, including a change in a benefits provider, that an equivalent or better coverage level of benefits are maintained, and proof of such coverage is provided to the Union.

The employer will also notify the Union at least thirty (30) days in advance and a reasonable period of consultation with the Union and its members will occur before a final decision to proceed will be taken.

- b)** All paramedical services noted in the benefits plan booklet shall increase to \$1000.00 per insured person.
- c)** All prescription drug-dispensing fees shall be covered under the benefits plan.

24.04 Dental Care

- (a)** Basic and Preventative: Reimbursement is 100% based on the current O.D.A Schedule of Fees
- (b)** Major Restorative Services: Reimbursement is limited to 80% of the current Ontario Dental Association (O.D.A) Schedule of Fees subject to a maximum of \$2,000.00 per insured person, per calendar year.
- (c)** Orthodontic Services: Reimbursement is limited to 80% of the current Ontario Dental Association (O.D.A) Schedule of Fees subject to a lifetime maximum of \$3,200.00 per insured person.

24.05 Vision Care

The Employer will provide a vision care benefit for employees and their eligible dependants covering the cost of eye examinations and covering the cost of prescription eye wear up to a maximum of \$550 per two-year period for each insured individual or family group.

The term will be defined as a two-year interval with the first term beginning May 1, 2005. Employees must submit receipts for reimbursement.

24.06 Conversion Options

Upon retirement, employees will be eligible to exercise the benefit plan conversion privileges provided to them through the benefit plan insurance provider. The employer is not liable for any decisions related to this conversion privilege.

ARTICLE 25 - TECHNOLOGICAL AND OTHER CHANGES

25.01 Introduction of Methods and Machines

In the event that the Employer should introduce new methods and or technology which require new or greater skills than what are possessed by the employees under the present methods of operation, such employees shall, at the expense of the Employer, be given a period of time, not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the retraining period of any such employee and no reduction in pay upon being reclassified into a new position.

25.02 Training for New Skills

Should the introduction of any new methods of operation that creates a need for the acquisition of skills requiring a training period longer than one (1) year, the additional training time shall be subject to discussions between the Employer and the Union.

25.03 Supplies and Equipment

All employees will be supplied with the necessary tools, equipment and supplies to carry out their job functions. If an Employee is approved and or required to work from home, as deemed necessary by the Employer, the Employer shall provide supplies and equipment to the Employee.

ARTICLE 26 - JOB SECURITY

26.01 No Contracting Out

- (a) In order to provide job security for the members of the B.U, the Employer agrees the work or services presently performed or hereafter assigned to the collective B.U. shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company, or non-bargaining unit employees. Exceptions may be made by mutual agreement between the Employer and the Union.

26.02 Job Security

There shall be no layoff from the B.U. until reasonable attempts have been made to make the necessary reductions in the workforce through attrition subject to any critical operational matters.

ARTICLE 27 - UNIFORM AND CLOTHING ALLOWANCE

27.01 Clothing Allowance

Where uniforms or protective clothing are required to be worn, they shall be provided by the Employer.

ARTICLE 28 - GENERAL CONDITIONS

28.01 Proper Accommodation

Proper accommodations shall be provided for employees to have their meals, including a place to keep and change their clothes.

28.02 Bulletin Boards

- (a) The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the B.U. shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- (b) All bulletins and notices must be approved by the Employer before being posted on the bulletin board and shall be in keeping with the spirit and intent of this Collective Agreement.

28.03 Supplying of Legal Counsel

- (a) Where coverage for an Employee supplied through the Employer's comprehensive liability policy does not apply, the Employer shall supply legal counsel for any action initiated against an employee arising out of the performance of their assigned duties.
- (b) Notwithstanding Article 28.03(a), an employee is not entitled to indemnification where the actions of the employee from which charges or the civil actions arose amount to a gross dereliction of duty or deliberate or negligent abuse of their position.

28.04 Correspondence

CUSA will notify the CUPE National Representative and Local President on all correspondence relating to Bargaining unit activities, in writing.

The Union agrees that, where notification by CUSA to the Union is required, CUSA may satisfy this requirement by email to the CUPE Ottawa Regional Area Office and to the Union Representatives noted above. The Union will keep CUSA apprised of any Union contact/address changes.

The Union agrees that any correspondence to CUSA from the Union will be handled in the same manner with the designated Employer Representatives of CUSA being copied.

ARTICLE 29 - PRESENT CONDITIONS AND BENEFITS

29.01 Present Conditions to Continue

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

29.02 Continuation of Acquired Rights

All provisions of the Agreement are subject to the applicable laws now or hereafter that are in effect. If any law existing now or hereafter enacted, or proclaimed or regulations shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change to the Employer's operations, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees and the Employer shall remain in existence.

ARTICLE 30 - COPIES OF AGREEMENT

30.01 Copies of Agreement

The B.U. and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Employer shall print sufficient copies of the Agreement within thirty (30) days of signing.

ARTICLE 31 - TERMS OF AGREEMENT

31.01 Duration

This agreement shall be binding and effective from May 1, 2022 and shall remain in force and effective until April 30, 2026 and shall continue in force thereafter, unless written notice of a request to negotiate a revision thereof is given by either party to the other not less than ninety (90) days prior to the anniversary date hereof.

31.02 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining and if negotiations extend beyond the anniversary date of the agreement, any revision in terms, mutually agreed upon, shall, unless otherwise specified, apply retroactively to that date.

31.03 Retroactivity Pay

Any retroactivity owing will be paid out to all present and past employees within two (2) pay periods of the Union's ratification date of this settlement.

All wage increases and adjustments provided for in this Agreement shall be retroactive to the effective date of such increase or adjustment. All items will be effective and retroactive to May 1, 2022 unless otherwise specified in the Memorandum of Settlement.

Retroactivity will be based upon all hours paid.

Retroactivity pay and adjustments will be paid on a separate cheque or direct deposit. The Employer will supply the employee with a detailed explanation of the retroactive pay calculations. Retroactivity will be paid in respect of all remuneration to all eligible employees on the payroll as of the expiry date of the previous agreement (April 30, 2022) and to all new employees hired since that date.

In the event an eligible employee shall have terminated their employment since April 30, 2022, the Employer shall advise the employee in writing within thirty (30)

days by registered mail to the last known address on the records of the Employer. The employee shall have sixty (60) days from the registered mail posting date to claim any payment due to them. Retroactivity will be paid within two (2) pay periods (bi-weekly) of the employee making such a claim.

31.04 Interest on Retroactivity

Should a new agreement not be concluded within three (3) months of the expiry date of this Agreement, the Employer agrees to pay interest at prevailing bank interest rates paid for monies on deposit on any retroactive pay settlement to each employee.

31.05 Wage Adjustments

All Employee’s salaries will be adjusted on May 1st of each year as follows:

May 1st, 2022 increase of 3.75% across the board

May 1st, 2023 increase of 3.75% across the board

May 1st, 2024 increase of 3.75% across the board

May 1st, 2025 increase of 3.75% across the board

- a) Schedule “A” Employees shall advance to the next wage grid step on their anniversary date of hire.
- b) Schedule “B” Employees shall receive the yearly percentage wage increases outlined above in each year of the Collective Agreement. This wage grid and any subsequent negotiated Schedule “B” wage grids will only be applicable to the employees listed in this grid and will cease to be in effect when they are no longer employees of CUSA.
- c) An employee who moves from a lower paying classification to a higher paying classification will be placed in the wage grid step position and corresponding year which is higher than their current rate.

Signed Electronically at Ottawa, Ontario, this 16 day of January 2023.

FOR THE UNION




Miguel Filiatrault (Jan 17, 2023 10:00 EST)

Miguel Filiatrault
President CUPE Local 3011

FOR THE EMPLOYER



Dustin Rivers
Executive Director




Ron Barrette (Jan 17, 2023 08:32 EST)

Ron Barrette
Vice-President CUPE Local 3011

Margo Pasley

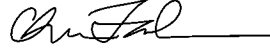
Margo Pasley (Jan 16, 2023 15:40 EST)

Margo Pasley
CUPE National Representative




Anastasia Lettieri (Jan 16, 2023 16:41 EST)

Anastasia Lettieri
President CUSA



Christine Falardeau
Director of Communications & Strategy



Sam Kilgour
Acting Director of Human Resources

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Schedule A
Effective May 1, 2022

2022/2023 Wage Grid (Market Adjustments as per BDO Market Analysis)											
Job Title	Starting Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Finance Officer Accounts Receivable	\$45,229.81	\$46,949.88	\$48,669.96	\$50,390.03	\$52,110.10	\$53,830.17	\$55,550.24	\$57,270.31	\$58,990.38	\$60,710.45	\$62,430.53
Manager, Building Operations	\$55,532.19	\$57,237.32	\$58,942.45	\$60,647.58	\$62,352.71	\$64,057.84	\$65,762.98	\$67,468.11	\$69,173.24	\$70,878.37	\$72,583.50
Assistant Manager, Building Operations	\$48,318.45	\$49,826.77	\$51,335.09	\$52,843.40	\$54,351.72	\$55,860.04	\$57,368.36	\$58,876.67	\$60,384.99	\$61,893.31	\$63,401.63
Manager, Rooster's Coffeeshouse	\$56,428.59	\$58,752.59	\$61,076.59	\$63,400.59	\$65,724.59	\$68,048.59	\$70,372.59	\$72,696.59	\$75,020.59	\$77,344.59	\$79,668.59
Manager, Haven Books & Retail	\$56,428.59	\$58,752.59	\$61,076.59	\$63,400.59	\$65,724.59	\$68,048.59	\$70,372.59	\$72,696.59	\$75,020.59	\$77,344.59	\$79,668.59
Manager, Ollie's Pub & Patio	\$56,428.59	\$58,752.59	\$61,076.59	\$63,400.59	\$65,724.59	\$68,048.59	\$70,372.59	\$72,696.59	\$75,020.59	\$77,344.59	\$79,668.59
Communications and Marketing Coordinator	\$53,582.73	\$56,382.83	\$59,182.94	\$61,983.05	\$64,783.16	\$67,583.27	\$70,383.38	\$73,183.49	\$75,983.60	\$78,783.70	\$81,583.81
Student Groups Administrator	\$49,069.60	\$50,558.93	\$52,048.26	\$53,537.59	\$55,026.93	\$56,516.26	\$58,005.59	\$59,494.92	\$60,984.25	\$62,473.58	\$63,962.91
USC Services Fulfillment and Development Administrator	\$49,069.60	\$50,558.93	\$52,048.26	\$53,537.59	\$55,026.93	\$56,516.26	\$58,005.59	\$59,494.92	\$60,984.25	\$62,473.58	\$63,962.91
Accounts Payable & Payroll Administrator	\$66,492.34	\$68,687.38	\$70,882.42	\$73,077.45	\$75,272.49	\$77,467.53	\$79,662.57	\$81,857.61	\$84,052.65	\$86,247.69	\$88,442.73
Graphic & Multimedia Designer	\$55,823.73	\$58,336.03	\$60,848.34	\$63,360.64	\$65,872.95	\$68,385.26	\$70,897.56	\$73,409.87	\$75,922.18	\$78,434.48	\$80,946.79
Manager, Haven Cafe & Coworking	\$56,428.59	\$58,752.59	\$61,076.59	\$63,400.59	\$65,724.59	\$68,048.59	\$70,372.59	\$72,696.59	\$75,020.59	\$77,344.59	\$79,668.59
Assistant Manager, Rooster's Coffeeshouse	\$45,230.85	\$47,316.02	\$49,401.19	\$51,486.35	\$53,571.52	\$55,656.69	\$57,741.86	\$59,827.02	\$61,912.19	\$63,997.36	\$66,082.53
Events & Programs Coordinator	\$43,749.30	\$45,871.51	\$47,993.71	\$50,115.92	\$52,238.13	\$54,360.33	\$56,482.54	\$58,604.74	\$60,726.95	\$62,849.16	\$64,971.36
Assistant Manager, Ollie's Pub & Patio	\$45,230.85	\$47,316.02	\$49,401.19	\$51,486.35	\$53,571.52	\$55,656.69	\$57,741.86	\$59,827.02	\$61,912.19	\$63,997.36	\$66,082.53
Building Operations Maintenance Personnel	\$41,032.09	\$42,527.75	\$44,023.41	\$45,519.07	\$47,014.73	\$48,510.39	\$50,006.05	\$51,501.71	\$52,997.37	\$54,493.03	\$55,988.69
Manager, Student Services	\$56,428.59	\$58,752.59	\$61,076.59	\$63,400.59	\$65,724.59	\$68,048.59	\$70,372.59	\$72,696.59	\$75,020.59	\$77,344.59	\$79,668.59

Effective May 1, 2023

2023/2024 Wage Grid (3.75%)											
Job Title	Starting Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Finance Officer Accounts Receivable	\$46,925.93	\$48,710.50	\$50,495.08	\$52,279.65	\$54,064.23	\$55,848.80	\$57,633.37	\$59,417.95	\$61,202.52	\$62,987.10	\$64,771.67
Manager, Building Operations	\$57,614.64	\$59,383.72	\$61,152.79	\$62,921.87	\$64,690.94	\$66,460.01	\$68,229.09	\$69,998.16	\$71,767.23	\$73,536.31	\$75,305.38
Assistant Manager, Building Operations	\$50,130.39	\$51,695.27	\$53,260.15	\$54,825.03	\$56,389.91	\$57,954.79	\$59,519.67	\$61,084.55	\$62,649.43	\$64,214.31	\$65,779.19
Manager, Rooster's Coffeeshouse	\$58,544.66	\$60,955.81	\$63,366.96	\$65,778.11	\$68,189.26	\$70,600.41	\$73,011.56	\$75,422.71	\$77,833.86	\$80,245.01	\$82,656.16
Manager, Haven Books & Retail	\$58,544.66	\$60,955.81	\$63,366.96	\$65,778.11	\$68,189.26	\$70,600.41	\$73,011.56	\$75,422.71	\$77,833.86	\$80,245.01	\$82,656.16
Manager, Ollie's Pub & Patio	\$58,544.66	\$60,955.81	\$63,366.96	\$65,778.11	\$68,189.26	\$70,600.41	\$73,011.56	\$75,422.71	\$77,833.86	\$80,245.01	\$82,656.16
Communications and Marketing Coordinator	\$55,592.08	\$58,497.19	\$61,402.30	\$64,307.42	\$67,212.53	\$70,117.64	\$73,022.75	\$75,927.87	\$78,832.98	\$81,738.09	\$84,643.21
Student Groups Administrator	\$50,909.71	\$52,454.89	\$54,000.07	\$55,545.25	\$57,090.43	\$58,635.62	\$60,180.80	\$61,725.98	\$63,271.16	\$64,816.34	\$66,361.52
USC Services Fulfillment and Development Administrator	\$50,909.71	\$52,454.89	\$54,000.07	\$55,545.25	\$57,090.43	\$58,635.62	\$60,180.80	\$61,725.98	\$63,271.16	\$64,816.34	\$66,361.52
Accounts Payable & Payroll Administrator	\$68,985.80	\$71,263.15	\$73,540.51	\$75,817.86	\$78,095.21	\$80,372.56	\$82,649.92	\$84,927.27	\$87,204.62	\$89,481.97	\$91,759.33
Graphic & Multimedia Designer	\$57,917.11	\$60,523.63	\$63,130.15	\$65,736.67	\$68,343.19	\$70,949.70	\$73,556.22	\$76,162.74	\$78,769.26	\$81,375.77	\$83,982.29
Manager, Haven Cafe & Coworking	\$58,544.66	\$60,955.81	\$63,366.96	\$65,778.11	\$68,189.26	\$70,600.41	\$73,011.56	\$75,422.71	\$77,833.86	\$80,245.01	\$82,656.16
Assistant Manager, Rooster's Coffeeshouse	\$46,927.01	\$49,090.37	\$51,253.73	\$53,417.09	\$55,580.45	\$57,743.81	\$59,907.17	\$62,070.54	\$64,233.90	\$66,397.26	\$68,560.62
Events & Programs Coordinator	\$45,389.90	\$47,591.69	\$49,793.48	\$51,995.27	\$54,197.05	\$56,398.84	\$58,600.63	\$60,802.42	\$63,004.21	\$65,206.00	\$67,407.79
Assistant Manager, Ollie's Pub & Patio	\$46,927.01	\$49,090.37	\$51,253.73	\$53,417.09	\$55,580.45	\$57,743.81	\$59,907.17	\$62,070.54	\$64,233.90	\$66,397.26	\$68,560.62
Building Operations Maintenance Personnel	\$42,570.79	\$44,122.54	\$45,674.29	\$47,226.03	\$48,777.78	\$50,329.53	\$51,881.27	\$53,433.02	\$54,984.77	\$56,536.52	\$58,088.26
Manager, Student Services	\$58,544.66	\$60,955.81	\$63,366.96	\$65,778.11	\$68,189.26	\$70,600.41	\$73,011.56	\$75,422.71	\$77,833.86	\$80,245.01	\$82,656.16

Effective May 1, 2024

2024/2025 Wage Grid (3.75%)											
Job Title	Starting Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Finance Officer Accounts Receivable	\$48,685.65	\$50,537.15	\$52,388.64	\$54,240.14	\$56,091.63	\$57,943.13	\$59,794.63	\$61,646.12	\$63,497.62	\$65,349.11	\$67,200.61
Manager, Building Operations	\$59,775.19	\$61,610.61	\$63,446.02	\$65,281.44	\$67,116.85	\$68,952.26	\$70,787.68	\$72,623.09	\$74,458.51	\$76,293.92	\$78,129.33
Assistant Manager, Building Operations	\$52,010.28	\$53,633.84	\$55,257.41	\$56,880.97	\$58,504.53	\$60,128.09	\$61,751.66	\$63,375.22	\$64,998.78	\$66,622.34	\$68,245.91
Manager, Rooster's Coffeehouse	\$60,740.08	\$63,241.65	\$65,743.22	\$68,244.79	\$70,746.36	\$73,247.92	\$75,749.49	\$78,251.06	\$80,752.63	\$83,254.20	\$85,755.77
Manager, Haven Books & Retail	\$60,740.08	\$63,241.65	\$65,743.22	\$68,244.79	\$70,746.36	\$73,247.92	\$75,749.49	\$78,251.06	\$80,752.63	\$83,254.20	\$85,755.77
Manager, Ollie's Pub & Patio	\$60,740.08	\$63,241.65	\$65,743.22	\$68,244.79	\$70,746.36	\$73,247.92	\$75,749.49	\$78,251.06	\$80,752.63	\$83,254.20	\$85,755.77
Communications and Marketing Coordinator	\$57,676.78	\$60,690.83	\$63,704.89	\$66,718.94	\$69,733.00	\$72,747.05	\$75,761.11	\$78,775.16	\$81,789.22	\$84,803.27	\$87,817.33
Student Groups Administrator	\$52,818.82	\$54,421.95	\$56,025.08	\$57,628.20	\$59,231.33	\$60,834.45	\$62,437.58	\$64,040.70	\$65,643.83	\$67,246.95	\$68,850.08
USC Services Fulfillment and Development Administrator	\$52,818.82	\$54,421.95	\$56,025.08	\$57,628.20	\$59,231.33	\$60,834.45	\$62,437.58	\$64,040.70	\$65,643.83	\$67,246.95	\$68,850.08
Accounts Payable & Payroll Administrator	\$71,572.77	\$73,935.52	\$76,298.27	\$78,661.03	\$81,023.78	\$83,386.53	\$85,749.29	\$88,112.04	\$90,474.80	\$92,837.55	\$95,200.30
Graphic & Multimedia Designer	\$60,089.01	\$62,793.27	\$65,497.53	\$68,201.79	\$70,906.06	\$73,610.32	\$76,314.58	\$79,018.84	\$81,723.10	\$84,427.37	\$87,131.63
Manager, Haven Cafe & Coworking	\$60,740.08	\$63,241.65	\$65,743.22	\$68,244.79	\$70,746.36	\$73,247.92	\$75,749.49	\$78,251.06	\$80,752.63	\$83,254.20	\$85,755.77
Assistant Manager, Rooster's Coffeehouse	\$48,686.77	\$50,931.26	\$53,175.74	\$55,420.23	\$57,664.72	\$59,909.21	\$62,153.69	\$64,398.18	\$66,642.67	\$68,887.16	\$71,131.64
Events & Programs Coordinator	\$47,092.02	\$49,376.38	\$51,660.73	\$53,945.09	\$56,229.44	\$58,513.80	\$60,798.16	\$63,082.51	\$65,366.87	\$67,651.22	\$69,935.58
Assistant Manager, Ollie's Pub & Patio	\$48,686.77	\$50,931.26	\$53,175.74	\$55,420.23	\$57,664.72	\$59,909.21	\$62,153.69	\$64,398.18	\$66,642.67	\$68,887.16	\$71,131.64
Building Operations Maintenance Personnel	\$44,167.20	\$45,777.13	\$47,387.07	\$48,997.01	\$50,606.95	\$52,216.88	\$53,826.82	\$55,436.76	\$57,046.70	\$58,656.64	\$60,266.57
Manager, Student Services	\$60,740.08	\$63,241.65	\$65,743.22	\$68,244.79	\$70,746.36	\$73,247.92	\$75,749.49	\$78,251.06	\$80,752.63	\$83,254.20	\$85,755.77

Effective May 1, 2025

2025/2026 Wage Grid (3.75%)											
Job Title	Starting Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Finance Officer Accounts Receivable	\$50,511.36	\$52,432.29	\$54,353.22	\$56,274.14	\$58,195.07	\$60,116.00	\$62,036.92	\$63,957.85	\$65,878.78	\$67,799.70	\$69,720.63
Manager, Building Operations	\$62,016.76	\$63,921.01	\$65,825.25	\$67,729.49	\$69,633.73	\$71,537.97	\$73,442.22	\$75,346.46	\$77,250.70	\$79,154.94	\$81,059.18
Assistant Manager, Building Operations	\$53,960.67	\$55,645.11	\$57,329.56	\$59,014.01	\$60,698.45	\$62,382.90	\$64,067.34	\$65,751.79	\$67,436.23	\$69,120.68	\$70,805.13
Manager, Rooster's Coffeehouse	\$63,017.84	\$65,613.21	\$68,208.59	\$70,803.97	\$73,399.35	\$75,994.72	\$78,590.10	\$81,185.48	\$83,780.85	\$86,376.23	\$88,971.61
Manager, Haven Books & Retail	\$63,017.84	\$65,613.21	\$68,208.59	\$70,803.97	\$73,399.35	\$75,994.72	\$78,590.10	\$81,185.48	\$83,780.85	\$86,376.23	\$88,971.61
Manager, Ollie's Pub & Patio	\$63,017.84	\$65,613.21	\$68,208.59	\$70,803.97	\$73,399.35	\$75,994.72	\$78,590.10	\$81,185.48	\$83,780.85	\$86,376.23	\$88,971.61
Communications and Marketing Coordinator	\$59,839.66	\$62,966.74	\$66,093.82	\$69,220.90	\$72,347.99	\$75,475.07	\$78,602.15	\$81,729.23	\$84,856.31	\$87,983.39	\$91,110.48
Student Groups Administrator	\$54,799.53	\$56,462.77	\$58,126.02	\$59,789.26	\$61,452.50	\$63,115.74	\$64,778.99	\$66,442.23	\$68,105.47	\$69,768.71	\$71,431.96
USC Services Fulfillment and Development Administrator	\$54,799.53	\$56,462.77	\$58,126.02	\$59,789.26	\$61,452.50	\$63,115.74	\$64,778.99	\$66,442.23	\$68,105.47	\$69,768.71	\$71,431.96
Accounts Payable & Payroll Administrator	\$74,256.75	\$76,708.10	\$79,159.46	\$81,610.82	\$84,062.17	\$86,513.53	\$88,964.89	\$91,416.24	\$93,867.60	\$96,318.96	\$98,770.31
Graphic & Multimedia Designer	\$62,342.34	\$65,148.02	\$67,953.69	\$70,759.36	\$73,565.03	\$76,370.70	\$79,176.38	\$81,982.05	\$84,787.72	\$87,593.39	\$90,399.06
Manager, Haven Cafe & Coworking	\$63,017.84	\$65,613.21	\$68,208.59	\$70,803.97	\$73,399.35	\$75,994.72	\$78,590.10	\$81,185.48	\$83,780.85	\$86,376.23	\$88,971.61
Assistant Manager, Rooster's Coffeehouse	\$50,512.52	\$52,841.18	\$55,169.83	\$57,498.49	\$59,827.15	\$62,155.80	\$64,484.46	\$66,813.11	\$69,141.77	\$71,470.42	\$73,799.08
Events & Programs Coordinator	\$48,857.97	\$51,227.99	\$53,598.01	\$55,968.03	\$58,338.05	\$60,708.07	\$63,078.09	\$65,448.11	\$67,818.13	\$70,188.15	\$72,558.16
Assistant Manager, Ollie's Pub & Patio	\$50,512.52	\$52,841.18	\$55,169.83	\$57,498.49	\$59,827.15	\$62,155.80	\$64,484.46	\$66,813.11	\$69,141.77	\$71,470.42	\$73,799.08
Building Operations Maintenance Personnel	\$45,823.47	\$47,493.78	\$49,164.09	\$50,834.40	\$52,504.71	\$54,175.02	\$55,845.33	\$57,515.64	\$59,185.95	\$60,856.26	\$62,526.57
Manager, Student Services	\$63,017.84	\$65,613.21	\$68,208.59	\$70,803.97	\$73,399.35	\$75,994.72	\$78,590.10	\$81,185.48	\$83,780.85	\$86,376.23	\$88,971.61

Schedule B
Effective May 1, 2022

2022-2026 Wage Grid (3.75%)					
		3.75%	3.75%	3.75%	3.75%
Job Title	Name	2022-2023	2023-2024	2024-2025	2025-2026
Finance Officer Accounts Receivable	Jean Cheng	\$67,933.22	\$68,924.47	\$71,509.13	\$74,190.73
Manager, Building Operations	Henry Mierzwa	\$78,483.96	\$81,427.11	\$84,480.63	\$87,648.65
Assistant Manager, Building Operations	Danny Foss	\$66,119.72	\$67,042.96	\$69,557.07	\$72,165.46

The Schedule "B" Wage Grid reflects the wage rates for each year of the Collective Agreement for the Employees listed above, whose salaries extend beyond the wage rates for their classifications as set out in the Schedule "A" Wage Grid. Additional terms and conditions are also referenced in Article 32.01 b).

APPENDIX "A"

Letter of Understanding

between

CUPE and its Local 3011

and

Carleton University Students' Association Inc.

Re: CAAT (DBplus) Plan Enrollment


The parties agree that during the life of this collective agreement the parties shall discuss, with each other, enrolling into the College of Applied Arts and Technology (CAAT DBplus) pension plan.

Should the parties decide to enroll into the College of Applied Arts and Technology (CAAT DBplus) pension plan, it is agreed that the necessary pension plan text shall be included into the collective agreement.

The necessary pension plan text will form part of the collective agreement between the parties.

Signed Electronically at Ottawa, Ontario, this 16 day of January 2023.

FOR THE UNION



Miguel Filiatrault (Jan 17, 2023 10:00 EST)

Miguel Filiatrault
President CUPE Local 3011



Ron Barrette (Jan 17, 2023 08:32 EST)

Ron Barrette
Vice-President CUPE Local 3011



Margo Pasley (Jan 16, 2023 15:40 EST)

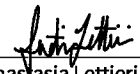
Margo Pasley
CUPE National Representative

FOR THE EMPLOYER



Dustin Rivers

Dustin Rivers
Executive Director



Anastasia Lettieri (Jan 16, 2023 16:41 EST)

Anastasia Lettieri
President CUSA



Christine Falardeau

Christine Falardeau
Director of Communications & Strategy



Sam Kilgour

Sam Kilgour
Acting Director of Human Resources

APPENDIX "B"

MEMORANDUM OF AGREEMENT

between

CARLETON UNIVERSITY STUDENT'S ASSOCIATION INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3011

RE: Guidelines for the Administration of the Professional Development Fund As Referred to in Article 20.12 (2)

The parties agree that the following guidelines will apply from the date of the signing of this Memorandum of Agreement:

Location

Courses, seminars, workshops, conferences, etc. may be held in Ottawa or in other cities during normal working hours or on weekends or evenings.

Application Procedures

1. Employee's may make an application to the Employer for funding to attend career development opportunities as outlined in **Article 20.12 (2)(c)**
2. A request for funding may be made by sending a completed Professional Development Fund form to the Employer. The application must be approved prior to the start of the career development opportunity.
3. Each request will be reviewed with funding granted on the basis of the relevance to the employee's job/career.
4. Applications will be reviewed as they are received. The Employer shall respond in writing no later than seven (7) days from the date the application was received from the employee.
5. Employees will be required to submit a completed report form within two (2) weeks after attending the professional development opportunity.

6. An expense report must be submitted with receipts to the Finance Department, within two (2) weeks of the employee's return to regular duties after completing the professional development opportunity.
7. Employees who attend approved professional development opportunities shall suffer no loss of pay, benefits or seniority during such leave, except in cases where the leave that has been requested is without pay.
8. The amount to be disbursed from the Professional Development Fund is not to Exceed one thousand dollars (\$1,000.00) per employee per year. (An employee has the option to pay the difference if a more expensive course is approved by the Employer.)
9. These guidelines may be reviewed at the request of either party.
10. All requests for reimbursements of expenditures will be supported by receipts.
11. Any unresolved issues in the application of this Appendix will be referred to the Labour Management Committee.

The following expenses shall be eligible for full or partial funding (in advance and repayable if the employee does not provide satisfactory evidence of completion of the approved professional development opportunity):

1. Commercial air (economy), train, or bus fare, or car rental or the established rate per kilometre. ("Economy" air transportation will be the normal means of travel to destinations normally served by commercial airlines and outside a 100-kilometre radius of Ottawa.)
2. Ground transportation from the airport to the course location and return where applicable.
3. Hotel accommodation as required.
4. Meal allowance as per article 21.04.
5. Tuition.
6. Compulsory textbooks/materials.

Any changes to these guidelines must be approved by both parties.

Signed Electronically at Ottawa, Ontario, this 16 day of January 2023.

FOR THE UNION



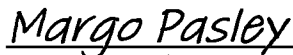
Miguel Filiatrault (Jan 17, 2023 10:00 EST)

Miguel Filiatrault
President CUPE Local 3011



Ron Barrette (Jan 17, 2023 08:32 EST)

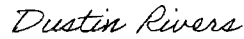
Ron Barrette
Vice-President CUPE Local 3011




Margo Pasley (Jan 16, 2023 15:40 EST)

Margo Pasley
CUPE National Representative

FOR THE EMPLOYER



Dustin Rivers
Executive Director

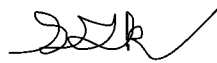


Anastasia Lettieri (Jan 16, 2023 16:41 EST)

Anastasia Lettieri
President CUSA



Christine Falardeau
Director of Communications & Strategy



Sam Kilgour
Acting Director of Human Resources

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APPENDIX "C"

LETTER OF UNDERSTANDING

between

CARLETON UNIVERSITY STUDENT'S ASSOCIATION INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES, and it's LOCAL 3011

RE: Hybrid and Remote Flexible Work Arrangements

The parties agree that hybrid and remote flexible work arrangements can help staff facilitate a better work-life balance. It is also agreed that hybrid and remote flexible work arrangements can only be established when they align with the operational objectives of a position and the department and is mutually agreed upon between management and staff.


As such the employer is committed to developing a policy in consultation with the Union regarding processes that will provide a framework for hybrid and remote flexible work arrangements.

The employer commits that CUPE Local 3011 staff will have the right to request remote flexible work arrangements while the policy and processes are under development. Approval of such requests will not be unreasonably withheld, however, the operational demands of the department and the position of the individual will be considered in the approval of any such requests. The employer shall complete the development of the policy within three (3) months from the date the parties sign off on this Collective Agreement.

Signed Electronically at Ottawa, Ontario, this 16 day of January 2023.

FOR THE UNION

FOR THE EMPLOYER

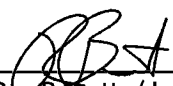


Miguel Filiatrault (Jan 17, 2023 10:00 EST)

Miguel Filiatrault
President CUPE Local 3011

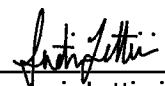
Dustin Rivers

Dustin Rivers
Executive Director



Ron Barrette (Jan 17, 2023 08:32 EST)

Ron Barrette
Vice-President CUPE Local 3011



Anastasia Lettieri (Jan 16, 2023 16:41 EST)

Anastasia Lettieri
President CUSA

Margo Pasley

Margo Pasley (Jan 16, 2023 15:40 EST)


Margo Pasley
CUPE National Representative

Christine Falardeau

Christine Falardeau
Director of Communications & Strategy

Sam Kilgour

Sam Kilgour
Acting Director of Human Resources

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APPENDIX "D"

LETTER OF UNDERSTANDING

between

CARLETON UNIVERSITY STUDENT'S ASSOCIATION INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES, and it's LOCAL 3011

RE: Bargaining Signing Bonus for Jean Cheng & Danny Foss (3011 members)

WHEREAS the parties are currently engaged in negotiations for the renewal of the Collective Agreement and have engaged in discussions regarding a compensation review for all positions within the 3011 bargaining unit and;

WHEREAS the Employer has presented the Union with a revised wage grid that includes yearly wage percentage increases and market wage adjustment obtained from their market analysis report from BDO and;

WHEREAS the Union in reviewing the BDO report results recognized that there were three (3) Bargaining unit positions (Finance Officer Accounts Receivable, Building Operations Manager, and Building Operations Assistant Manager) that were rated below the current salary step range in place for those positions and;

WHEREAS the current incumbents in the Finance Officer Accounts Receivable and Building Operations Assistant Manager positions market adjustment were rated lower, therefore; they would not receive a market adjustment increase like all the other 3011 positions with the exception of the Building Operations Manager position. The Building Operations Manager position is not included in this MOA as the wage increase for the 1st year and subsequent yearly wage increases in the collective agreement has the current incumbent at a rate higher than the last step in the newly revised wage grid therefore, the incumbent has not been disadvantaged and will earn a higher rate than any other 3011 position until such time the position has been vacated and then the Appendix "A" wage rates will apply to any newly hired incumbents into this position;

WHEREAS the parties wish to address this matter regarding the current incumbents Jean Cheng (Finance Officer Accounts Receivables) & Danny Foss (Building Operations Assistant Manager) with the following agreed to items below:

Therefore, the parties agree to the following:


1. Jean Cheng will be paid a lump sum of fifteen hundred dollars (\$1500.00) less any statutory taxes in addition to any other applicable wage increases and

retroactivity entitlements outlined in Appendix “B” including any other applicable clauses in the new Collective Agreement. This will be a one-time lump sum pay out for this term of the Collective Agreement.

2. Danny Foss will be paid a lump sum of fifteen hundred dollars (\$1500.00) less any statutory taxes in addition to any other applicable wage increases and retroactivity entitlements outlined in Appendix “B” including any other applicable clauses in the new Collective Agreement. This will be a one-time lump sum pay out for this term of the Collective Agreement.
3. The Employer shall pay out the lump sums noted in #1 & #2 above within two (2) pay periods of the Union’s ratification date of the new Collective Agreement.
4. The Union and the Employer agree that this agreement is made without prejudice and precedent to any other matters between them, except with respect to the enforcement of the terms of this agreement.


Signed Electronically at Ottawa, Ontario, this 16 day of January 2023.

FOR THE UNION



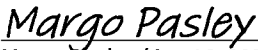
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Ron Barrette (Jan 17, 2023 08:32 EST)

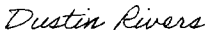
Ron Barrette
Vice-President CUPE Local 3011



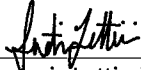
Margo Pasley (Jan 16, 2023 15:40 EST)

Margo Pasley
CUPE National Representative

FOR THE EMPLOYER



Dustin Rivers
Executive Director



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