

COLLECTIVE AGREEMENT

between



CARLETON UNIVERSITY STUDENTS' ASSOCIATION INC.

and



**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 1281**

Effective June 1, 2022 to May 31, 2026

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DEFINITIONS

- Employer:** The Carleton University Students' Association, Inc. (CUSA Inc.).
- Union:** The Canadian Union of Public Employees and its Local 1281.
- Employees:** Those individuals within the bargaining unit as defined in Article 3.
- Classification:** A classification is defined as a specific job held by an employee for more than three (3) months after the date of hiring. (i.e. Bartender is a different classification than Assistant Bartender)
- Gender Neutral Pronouns:** In this agreement, the pronouns "they/them/theirs" will be used to denote gender neutral persons both singular and plural.
- In Writing:** Official correspondence shall be submitted via email and/or posted mail, as agreed to by the effected parties.
- B.U.:** The bargaining unit.
- Member in Good Standing:** A member in good standing shall be any student who pays the Association's fees. The term of membership shall begin or be renewed on the date of payment of the Association's fee. The term of membership shall end on the first September thirtieth (30) following the date of payment of the Association's fee such that at least six (6) months of the term of membership has elapsed. Membership shall be terminated upon the refunding of the Association's fee.

ARTICLE 1 - PURPOSE

- 1.01** The purpose of this Collective Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and the Union and to establish and maintain rates of pay, other working conditions and conditions of employment, and to provide the appropriate procedures for the resolution of any grievance problems during the term of the Agreement. Both parties will make every effort to settle issues at the initial levels through constructive consultation and discussions.
- 1.02** 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.

ARTICLE 2 - MANAGEMENT'S RIGHTS

2.01 Rights of the Employer

The Union acknowledges that it is the exclusive function of the Employer, subject to the express limitations provided for in this Agreement, to:

- (a) maintain order and efficiency;
- (b) hire, discharge, discipline, assign, direct, promote, demote, classify, transfer, layoff, recall;
- (c) determine, in the interests of efficient operations, the standard of service;
- (d) schedule work and vacations;
- (e) make reasonable rules and policies in the workplace;
- (f) manage the operation in which the Employer is engaged and, without restricting the foregoing, the right to plan, direct and control operations.

ARTICLE 3 - RECOGNITION AND SCOPE

3.01 Recognition

The Employer recognizes the Union as the exclusive representative and sole bargaining agent for all Employees of Carleton University Students' Association Inc. in the City of Ottawa, save and except Department Heads, persons above the rank of Department Head, Chief Electoral Officer, Returning Officer, Council Chair, Council Clerk, Employees in bargaining units for which any trade union held bargaining rights as of August 5, 1993.

3.02 Student Employees

The Parties agree that a necessary condition of employment shall be that employees will have registered, and remain registered after the add/drop date, in at least one course at Carleton University during the academic year while employed at CUSA.

3.03 No Contracting Out

The Employer agrees that there will be no contracting out of bargaining unit positions, except where special events are organized by the Employer where safety is a concern, and in any other circumstances where both parties agree.

3.04 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, and/or emergencies when regular employees are not available, unforeseen incidental duties, and supervisory employees performing normal duties in addition to supervision.

It is understood by both parties that some CUPE 3011 members presently perform work similar to the CUPE 1281 B.U. It is agreed that this performance of work by CUPE Local 3011 members will not be expanded beyond the practice in place as of June 2, 1997.

3.05 No Other Agreements

Except as otherwise agreed upon in writing and executed by the Employee, the Union, and the Employer, no Employee shall be required or permitted to have a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.

ARTICLE 4 - HARASSMENT

4.01 Discrimination Prohibited

- a) The Employer and the Union 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 or, discharge.
- b) Neither the Employer nor the Union, or representatives of either party, shall intimidate, interfere with, restrain or use coercion upon employees of the Employer because of membership, activity or inactivity in the Union, or in any labour organization.
- c) The Employer and the Union 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 offenses (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.

4.02 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 the Union.

4.03 The Employer and the Union agree that they are committed to a working environment for all employees which is safe and free from all forms of harassment. The Employer will make every effort to ensure that no employee is subjected to such harassment.

4.04 Harassment is a form of discrimination and includes all forms of harassment, including but not limited to sexual harassment, gender harassment, racial/ethnic harassment, personal harassment, harassment on the basis of sexual orientation and harassment on the basis of a disability. Harassment shall be defined as any improper behaviour by a person which is offensive to any employee and which that persons knows or ought reasonably to have known would be inappropriate or unwelcome. It comprises objectionable conduct, comment or display made on either a one-time or continuous basis that demeans, offends, intimidates, belittles or causes personal humiliation or embarrassment to an employee.

4.05 The Employer agrees to develop, jointly with the Union, through the Joint Health and Safety Committee, policies and programs against violence and harassment in the workplace. The policies and programs will be developed to meet or exceed the requirements under the Ontario Occupational Health and Safety Act R.S.O. 1990, as amended. The Employer agrees to include the subjects of violence and harassment in the workplace in its annual mandatory staff and management training sessions.

ARTICLE 5 - UNION SECURITY

5.01 Union Security

At the point of hire, all new employees shall become members of the union as a condition of employment.

5.02 New Employees

The Employer agrees to inform all new employees that a collective agreement between the Union and the Employer is in effect, and to provide an electronic copy to the employee upon commencement of employment. It shall be the responsibility of the Union to convey to new employees all other information concerning the Union.

Each worksite will have a copy of the CUPE Local 1281 collective agreement readily available for employees to access as needed.

- 5.03** The employer agrees to notify the Union, wherever possible, as to the scheduling of its staff orientation sessions. As part of that orientation, the Union will be allowed thirty (30) minutes to meet with the new bargaining unit members.

ARTICLE 6 - UNION DUES

6.01 Check-off

The Employer shall deduct from every Employee the amount authorized as union dues in accordance with the Local's by-laws, and assessments (excluding fines and penalties), from each pay cheque.

6.02 Deductions

Deductions, as provided for in Article 6.01, made from each payroll, shall be forwarded once per month, no later than the fifteenth day following the end of each month, to the Secretary-Treasurer of the Union. This payment shall be accompanied by a list of all employees from whose wages the deductions have been made, such list to include the following information: first name, last name, position, home address, salary, and amount of deduction.

6.03 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 the previous year.

6.04 Membership Lists

The Employer will submit an electronic list of the names of all bargaining unit members including bargaining unit members' first and last names, home address, job classification, wage, home phone number and email address. This list will be forwarded to the Local's office quarterly.

ARTICLE 7 - LABOUR/MANAGEMENT COMMITTEE

- 7.01** It shall be the purpose of the Labour/Management Committee to provide a forum for discussion of matters pertinent to the operation of the Collective Agreement or other matters of mutual interest to both Parties with the intent to resolve issues.

At the request of either party, meetings will be held between equal numbers of representatives of the Employer and representatives of the Union to discuss any questions, excluding grievances, disciplines and collective bargaining which may arise in connection with established procedures, as well as any suggestions relating to the operations of the Employer, or the relations between the two Parties to this Collective Agreement. Committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.

The above language does not preclude other meetings from occurring between the parties. Employees shall not suffer any loss of pay for time spent with this Committee.

7.02 Minutes of Labour Management Meetings

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

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.

ARTICLE 8 - UNION REPRESENTATION

8.01 Authorization

No Employee or group of employees shall represent the Union in any meeting with the Employer without proper authorization of the Union. The Employer shall provide the Union with the names, addresses and telephone numbers of its personnel with whom the Union may transact business arising from this Agreement. The Union shall provide the Employer with the name(s) of the sub-local's steward(s) with whom the Employer may transact business arising from this Agreement.

8.02

The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees, in dealing or negotiating with the Employer. Upon prior notice, such representatives shall have access to the Employer's premises in order to assist in the settlement of grievances as defined in Article 9. Such access shall be granted only in the presence of a representative of the Employer.

8.03 Bargaining Committees

The Union and the Employer will advise each other of the names of the members of their respective bargaining committees at the commencement of negotiations for the renewal of this Collective Agreement. Bargaining unit members of the negotiating committee shall be entitled to leave with pay for negotiation meetings with the employer up to and including conciliation where such meetings are held during working hours.

8.04 Technical Information

The Employer and the Union agree, upon request, to make available to each other such non-confidential information in its possession which is reasonably required for collective bargaining purposes, or for the administration of this Collective Agreement.

8.05 Notice to the Union

Where notice or reply to the Union is required in the fulfillment of any clause of this Collective Agreement, such notice shall be in writing to the Shop Steward, the CUPE staff representative, and the President of CUPE/SCFP Local 1281 via email at admin@cupe1281.ca, president@cupe1281.ca and to the Service Coordinator at office@cupe1281.ca. Failure to conform with this requirement shall nullify any Union violations of time limits which occur due to that failure.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Definitions

A grievance is defined as any difference arising between the employees or the Union, and the employer concerning the meaning, application or administration of this agreement. The employer recognizes the rights and duties of Union representatives to prepare, and be involved in every aspect of the grievance procedure.

9.02 Grievance Procedure

The following procedures shall be adhered to in processing grievances:

Complaint Stage

A complaint shall not be considered a grievance, unless the aggrieved Employee has first given the immediate supervisor the

opportunity to address the complaint. Such complaint shall not be considered after ten (10) business days of the incident giving rise to the complaint or ten (10) business days when the Employee ought to reasonably have become aware. Failing satisfactory resolution within five (5) business days after the complaint has been made, the matter may then be processed as a grievance.

If the complaint cannot be settled at this level, it shall be processed in the following manner. However, if both parties agree that Step I is redundant, the grievance would be put forward at Step II.

a) Grievances shall be dealt with in the following manner:

(i) Step One

A grievance filed by the Union on behalf of one (1) or more Employees (Group Grievance) shall be submitted to the Employer. The Union shall have carriage of the grievance.

The grievance shall be submitted within twenty (20) business days of the incident giving rise to the complaint. The grievance form shall include the following information: statement of grievance indicating the name(s) of the grievor(s), the facts giving rise to the grievance and indication by the specific reference to the provision or provisions of this Agreement alleged to have been violated and shall also indicate the remedy sought. The grievance shall be signed by an authorized official Representative of the Union. The grievor and a Union representative shall meet with the Employer within seven (7) business days to discuss the grievance and seek a settlement. If the grievance is not resolved, the Employer's Representative shall reply in writing, to the grievor and the Union within ten (10) business days, after receipt of the grievance.

(ii) Step Two

If the grievance is not settled at Step One, the Union may, within ten (10) business days of receiving the Employer's reply at Step One, request a meeting with the Employer. The Grievor has the right to be present at the meeting. The Employer shall meet with the Union and the grievor within ten (10) business days following receipt of such request.

The Employer shall submit their answer in writing to the Union and the grievor within ten (10) business days of such meeting.

(iii) Step Three

a) If the grievance is not settled at Step Two, the Union shall advise the Employer, within ten (10) business days of receipt of the decision of the Employer, of its intention to refer the grievance to grievance mediation and/or arbitration under Articles 9 and 10.

b) Facilities for Grievance

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

c) Replies in Writing

Replies to all grievance shall be in writing at all states.

9.03 Bypass of Step One

a) Disputes involving a question of the general application or interpretation of the Collective agreement (Policy Grievance), and/or grievances involving a group of Employees (Group Grievance), filed by the Union on behalf of Employees, layoff or harassment grievances, and matters which affect the Union as a whole or those initiated by the Employer shall be presented directly at Step Two.

b) All grievances filed alleging harassment shall be submitted at Step 2 of the grievance procedure. The Employer shall undertake to conduct the investigation and where appropriate acquire a third-party investigator to conduct the investigation.

An employee, in the event of a suspension or discharge, may with the support of the Union initiate a grievance at Step 2 of the grievance procedure. Such grievance must be filed within ten (10) working days.

9.04 Grievance Mediation

If mutually agreed to, the grievance may be submitted to grievance mediation, without prejudice to the grievance and arbitration procedure, and the costs will be equally shared by the union and the employer. At no time will an employer representative act as a mediator. Upon mutual agreement, the parties may extend the time limits for the request for arbitration.

9.05 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.

9.06 Supplementary Agreements

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

9.07 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.

9.08 Technical Objections

No grievance shall be defeated solely by any technical objection.

9.09 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(s) at all disciplinary interviews and at each stage of the grievance procedure.

9.10 Grievance Committee

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

ARTICLE 10 – ARBITRATION

10.01 Arbitration

- a) Both parties agree that any dispute or grievance which has been properly carried through all steps of the grievance procedure outlined in Article 9.02 may be referred to a single arbitrator or a board of arbitration.
- b) Where a grievance is referred to arbitration the union and the employer shall meet within fifteen (15) business days of notification of intent to proceed, to select an arbitrator.
- c) The arbitrator shall be requested, in writing, by the party requesting the arbitration, to set a place, time and date for the hearing within ninety (90) days of such request.
- d) 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.
- e) If the arbitrator is unable to set a hearing within ninety (90) days stipulated, the union and employer shall meet within five (5) business days of being advised by the arbitrator, to select another arbitrator or to extend the time limits.
- f) Where the Union and the employer are unable to agree upon a single arbitrator within fifteen (15) business days of meeting or where within fifteen (15) business days, no agreed arbitrator can be found who can set a hearing within ninety (90) days, either party shall request, in writing, to the minister of labour that they appoint an arbitrator.
- g) The parties shall equally bear the fees and expenses of the arbitrator or an arbitration board.
- h) In the event that either the Union or the employer desires the appointment of a three-party arbitration board, they shall notify the other party either at the time of notification of their intention to proceed to arbitration or at the time of responding to the notice of arbitration and shall notify the other party of the name of their nominee to a board of arbitration. Within fifteen (15)

business days of giving notice of arbitration, the nominees shall appoint a chairperson for the board. If the parties cannot agree on a chairperson, either party may refer the matter to the Minister of Labour for the appointment of a chairperson. Each party shall pay its own costs and expenses of the Chairperson.

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

10.02 Disagreement on Decision

Should the parties disagree as to the meaning of the decision, 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.

10.03 Authority of Arbitrator

The Arbitrator shall have no authority to add to, subtract from, modify, change, alter, or ignore the provisions of this Agreement or any expressly written amendments or supplement mutually agreed to and attached to the Collective Agreement, or to extend its duration.

10.04 Witnesses

At any stage of the 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.

10.05 Supplementary Agreements

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

ARTICLE 11 –DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 Just Cause

The Employer shall not discipline suspend or discharge any

Employee without just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the employer.

11.02 Progressive Discipline

The employer accepts and gives effect to the principle of progressive discipline, and therefore agrees that except in cases of extreme misconduct, discipline will proceed in stages as follows: verbal warning, written warning, suspension(s), discharge. At all stages, the discipline procedure outlined below will be followed before any discipline is imposed. The employer recognizes that, prior to imposing discipline, an employee shall be given a reasonable opportunity to correct the situation about which there has been a complaint.

11.03 Discipline Procedure Step 1 – Meeting

Prior to any consideration of discipline, the Employer, who has a complaint or who has received a complaint shall notify the Employee and the Union in writing and schedule a meeting to be held within ten (10) business days (not to coincide with vacation time or sick days) to discuss the subject matter of the complaint formally. The notice of meeting shall include a brief but clear statement of the purpose of the meeting, the allegations which form the basis of the complaint, as well as the time, place, and date of the meeting, and shall inform the Employee of their right to Union representation at the meeting.

At the meeting the Employer shall outline the complaint and subsequently provide an opportunity for the Employee to respond to the allegation.

If the parties agree at the meeting that the complaint is not valid or is dismissed, then the Employer shall immediately expunge from the Employee's personnel file and all Employer records the notification of the Step 1 Meeting and any documents related to the complaint.

Step 2A – Written Notification of Discipline

If the complaint is not dismissed, or otherwise resolved, as a result of the meeting in Step 1, or where the Employee waives explicitly, or implicitly by not attending, their opportunity for such meeting the Employer may issue, within fifteen (15) business days (not to coincide with vacation time or sick days) a Written Notification of Discipline. The Written Notification shall outline the level of discipline, the specified grounds for the discipline and expectation for future conduct or work performance.

Step 2B – Employee Response

An Employee receiving a Written Notification of Discipline may respond in writing within twenty (20) business days. Any response provided will become part of their personnel record and such reply will be prepared by the employee outside of regular working hours.

Step 3 – Discipline

Discipline shall only be imposed by the issuance of a Written Notification of Discipline and only in accordance with the terms and timelines defined in such document.

11.04 Scope of Discipline

The Employer shall not discipline an Employee for any reason unrelated to those contained in the Notice as set out in Step 1.

11.05 Confidentiality

The Employer and the Union agree that all correspondence and meetings related to discipline procedures and grievances shall be kept strictly confidential to the parties directly involved in the investigation and processing of the complaint.

11.06 Disciplinary files

- a) An employee's file may contain entries of a disciplinary nature and such files shall be deemed to be evidence of the Employer's implementation of progressive discipline which may be used in any directly related grievance and arbitration.
- b) All letters of discipline, 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 discipline, 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.

- c) An Employee shall have the right at any time to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. Such response shall remain on the file for as long as the document remains on the file.
- d) All personnel files shall be kept in a secure location on the employer's premises.

11.07 Right to Representation

An employee shall have the right to the presence of a union representative at all meetings with the employer involving matters that are disciplinary in nature or which are related to an employee's personnel file and/or the collective agreement. The Employer shall notify the employee in advance of the purpose of the interview/meeting. The Employer shall also notify the employee of their right to have a Union Steward present at the interview.

11.08 Steward or Local Officer Rights

A Steward, Local Officer and/or 1281 employee has the right to consult with a CUPE Staff Representative and may have them present at any discussions with the Employer/Supervisory personnel in regard to the employee.

11.09 Unjust Discipline, Suspension or Discharge

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

Notwithstanding the foregoing, should it be found upon investigation that an employee has been unjustly discharged, but the employee is deserving of discipline, the parties may agree to replace the termination with a suspension without pay, the length of which to be agreed upon by the parties,

11.10 Suspension Pending Discharge

In the case of employee conduct that would otherwise warrant discharge, the employer may elect to suspend the employee pending discharge in lieu of an outright termination from employment.

11.10 Time Limits

Time limits may only be extended by mutual agreement.

ARTICLE 12 - SENIORITY

12.01 Definition

Seniority as referred to in this Agreement, shall mean the length of continuous service an Employee has in the bargaining unit from the date of first hire. Seniority shall operate on a bargaining unit wide basis and shall be measured in months, days and years. 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 set to the Human Resources Department.

12.02 Seniority Lists

The Employer shall maintain a seniority list, showing the classification and accumulated seniority of all bargaining unit members. An up-to-date seniority list shall be sent to the Union in October and July of each year.

12.03 Loss of Seniority

An Employee shall lose seniority and employment shall be deemed to be terminated in the event:

- i) they are discharged and are not reinstated through the grievance procedure;
- ii) they resign in writing;
- iii) they are absent from work in excess of three (3) consecutive scheduled days of work without notifying the Employer, unless such notice was not reasonably possible;
- iv) they fail to return to work within eight (8) working days following a layoff after being notified to do so, unless unable to do so due to sickness or other approved leave. It shall be the responsibility of the Employee to keep the Employer informed of their current address;
- v) they do not apply for or accept an offer of appointment in September, after failing to work in the months of May to August;
or
- vi) they are laid off for a period of more than one (1) year.

12.04 Accumulation of Seniority

- a) Seniority shall not accumulate (will be suspended) in the months of May to August in the event the employee is not appointed to a position in the bargaining unit during that time period.
- b) An Employee shall continue to accumulate seniority for the duration of any leave of absence resulting from illness, disability or Workers' Compensation Board or as a result of any leave of absence, paid or unpaid, which is covered by the terms of this collective agreement or is provided by provincial or federal statute.

ARTICLE 13 – HIRINGS, PROMOTIONS, AND STAFF CHANGES

13.01 Postings

When the Employer intends to fill a vacant position or a new position is created, the Employer shall notify the Union and employees on layoff in writing, and post notices in prominent places for a minimum of ten (10) working days so that Employees may be able to make written applications.

The Employer and the Union agree that in certain instances, a posted position may be temporarily filled for a period of not more than (4) weeks, pending the outcome of the hiring procedure. That period may be extended upon the agreement of both parties, and such agreement may not be unreasonably withheld.

13.02 Information in Postings

Postings shall include the following:

- a) nature of position, and location;
- b) qualifications;
- c) required knowledge or education skills;
- d) wage;
- e) hours expected; and/or shift
- f) any other criteria determined by the Employer.
- g) The following phrase shall be on each job posting:

CUSA values employment and educational equity and welcomes applicants from diverse groups including (but not limited to): women, Indigenous people, Black and Racialized people, persons with disabilities, international students, and gay, lesbian, bisexual, two-spirited and transgender people. CUSA is committed to

ensuring that accommodations are provided in all parts of the hiring process as required under CUSA's accessibility policies, the Accessibility for Ontarians with Disabilities Act, and the Ontario Human Rights Code. Applicants need to make their needs known in advance.

13.03 Staffing of Positions other than Service Centres, Communications and Clubs

One-half of all positions in each classification where there are two (2) or more employees, per Article 27.01, shall be awarded in order of seniority to applicants who worked in that classification within the previous four (4) months from the start date of the position.

This means that at least 50% of all positions in each classification shall be awarded by seniority from amongst those who apply.

Nothing in this article, or the Collective Agreement, shall act as a bar to prevent or discourage the re-hiring of employees with seniority in excess of 50% of the total number of positions that must be filled by seniority in each classification.

13.04 Staffing of Positions of Service Centres, Communications, and Clubs

In filling these positions, the current Employee shall be appointed unless that person has already been employed in this classification for the two immediately preceding, consecutive years or more. Upon completion of two or more consecutive years, the employee must re-apply for the position.

13.05 Training for Positions of Service Centre, Communications, & Clubs

A training period of at least 2 days will be provided to all new employees to ensure proper introduction to the position. This training will include, but not be limited to, introduction to the executive committee and appropriate full-time staff, overview of CUSA administrative practices and an explanation of the area budget.

Further training can be requested by the employee at the end of the first training period. When and where possible, the training period for the new employee should overlap with the last week of the outgoing employee.

13.06 Union Notification

- a) The Union shall be notified of all appointments, hirings, layoffs, transfers, leaves of absence, recalls and any suspensions or terminations in writing within 48 hours of the occurrence.
- b) The Union shall be notified of changes to job descriptions outlined in Article 22

13.07 Temporary Vacancies

In the event of a temporary vacancy of two months or less, the Employer shall:

- (a) first offer the available hours to employees in the same area and classification in order of seniority; and
- (b) if hours continue to be available, the Employer shall hire a temporary employee for the remaining hours/shifts without recourse to the job posting procedure.

ARTICLE 14 - LAYOFFS, RECALLS, CALL-INS AND SHIFT REDUCTIONS

14.01 Layoffs

- a) When the Employer decides that circumstances require a temporary or permanent severance of an Employee's work relationship for the purpose of reducing the work force, hours and/or shifts within a job classification, layoffs shall be in reverse seniority order. Employees being laid off shall be notified in writing at least four (4) weeks in advance of the date of the layoff. Where the Employer fails to provide proper notice under this section, the Employer shall pay the employee in lieu of the notice not given.
- b) This clause does not apply to reductions of personnel necessitated by events beyond the control of the Employer.

14.02 Recalls

- a) Where a vacancy occurs in a classification following a reduction of personnel as a result of which an Employee has been laid off, and where an Employee retains seniority in accordance with Article 13, the Employee will be offered the opportunity to fill the vacant position in the following order:
 - i) Employees on lay off within the classification by seniority;

- ii) Employees on lay off in other classifications by seniority, subject to the demonstrated qualifications to fill the requirements of the position;
 - iii) In accordance with Article 13.
- b) Employees being recalled shall be notified in writing two (2) weeks in advance of recall.

14.03 Call-Ins and Shift Reduction/Cancellations

Call-ins shall be on the basis of seniority. When the Employer decides to send an Employee home, or advise an Employee not to report for a scheduled shift, such action shall be taken in reverse seniority.

14.04 Exceptional Circumstances

In exceptional circumstances, the Employer may bypass an employee who otherwise has an entitlement under this Article on the basis of seniority. In such circumstances, the burden of establishing such a situation exists shall rest on the Employer.

ARTICLE 15 - HOLIDAYS

15.01 Employees shall be given the following holidays with pay provided they fall during the term of appointment:

- New Year's Day
- Family Day
- Good Friday;
- Victoria Day;
- Canada Day;
- Civic Holiday or St. Jean-Baptiste Day (for Quebec residents)
- Labour Day;
- Thanksgiving Day;
- Christmas Day;
- December 26; and
- Such other days as are proclaimed as holidays by Federal or Provincial legislation provided that they work their regularly scheduled day of work preceding and following the holiday.

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

As per article 20.02 and in order to serve the students according to the academic/University calendar, employees who are scheduled or required to work on the below listed holidays shall be paid at time and a half provided that they work their regularly scheduled day of work preceding and following the holiday.

- September 30, National Day of Truth and Reconciliation.
- Remembrance Day

15.02 Employees shall be entitled to public holidays in accordance with the *Employment Standards Act 2000* of Ontario as amended.

15.03 The Employer recognizes that an Employee may, for religious or other reasons, wish to observe certain other holidays than those listed in Article 14.01. In such cases, and subject to at least two (2) weeks advance notice to the Employer, the Employee shall be entitled to leave without pay for such purposes.

15.04 If a holiday falls within the vacation period assigned to or chosen by an Employee, they shall, in addition to their regular vacation pay, also receive an extra day's vacation in lieu of said holiday.

15.05 The parties recognize that during the Reading week and Christmas break (as defined by the Carleton University Calendar), CUSA services typically operate on a reduced schedule. Employees (other than the service centre coordinators), who wish to work during these periods, must notify their supervisor at least two (2) weeks in advance of the break. If work is available, the Employer will provide such work to those employees who have so notified the Employer. Where only limited work is available, and two (2) or more employees request work, the assignment of such work shall be based on seniority.

No employee will be required to work during the Christmas or the Spring Break as designated by the Carleton University school calendar for that year.

Service Centre Coordinators, Communications, and Clubs staff who need to work during these breaks in order to prepare for an event or to work on a project will notify the Employer of such a need at least two (2) weeks in advance. The Employer, in consultation with the affected Employee, will determine the number of hours, if any, that are needed. Approval shall not be unreasonably denied.

ARTICLE 16 - VACATIONS

16.01 All Employees shall receive vacation pay in the following manner:

Upon hiring, all Employees shall receive 4% of their gross earnings per pay period in lieu of vacation.

Upon an Employee's third (3rd) anniversary, the Employee shall receive 6% of their gross earning per pay period in lieu of vacation.

16.02 Upon written approval of the employer, which shall not be unreasonably withheld, vacation must be taken in the year it is accrued. Any vacation time accrued not taken before the end of the year of employment in that classification will expire.

16.03 Scheduling

All requests for vacation schedules shall be made in writing to the Employer, indicating the dates being requested. Vacation schedules shall be granted on the basis of seniority.

16.04 Sick leave will be substituted for vacation where an illness or accident occurs while an employee is on vacation.

ARTICLE 17 - SICK LEAVE

17.01 Sick Leave with Pay

Employees shall accrue seven (7) hours sick leave for every 119 hours worked. Accumulation of accrued sick leave hours shall be provided to an employee upon request. Sick leave shall not be paid out on termination nor shall it accumulate in excess of 105 hours.

17.02 Medical Certificate

Employees may be required to provide a medical certificate for an illness in excess of four (4) consecutive scheduled working days. The Employer assumes any expenses incurred by the employee resulting from said request for a medical certificate to a maximum of \$65.00.

17.03 An employee who is unable to report for duty due to illness on their scheduled shift shall notify their direct supervisor of this fact in advance of the commencement of their scheduled shift or as soon as possible after the commencement of their shift in circumstances where the employee was unable to give advance notice due to circumstances beyond their control.

17.04 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 1281 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's 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 1281 members.

ARTICLE 18 - LEAVES OF ABSENCE

18.01 Requests

- a) All requests for a leave of absence shall be made in writing to the Employer, indicating the time(s) and date(s) being requested and signed by the employee's immediate supervisor(s) indicating their approval. Any such request must be made at least two (2) weeks prior to the commencement of the leave being requested. No request for leave, made within two (2) weeks prior to the commencement of the leave, shall be denied for instances arising from events beyond the employee's control. The Employer will attempt to accommodate leave requests made with less than two (2) weeks notice and will not unreasonably deny such requests.
- b) Employees to whom Article 20.02(b) applies, may use accrued overtime in lieu of the leave provisions described in Article 18.

18.02 Union Leave

- A) With the permission of a supervisor, which shall not be unreasonably withheld, a Steward shall be entitled to leave with pay to process a grievance. Whenever possible, the above-mentioned leaves shall be requested two (2) working days in advance.
- B) When a union member wishes to attend a union meeting during working hours, they must inform their immediate supervisor at least twenty- four (24) hours in advance of the meeting. Where a meeting is arranged less than twenty-four(24) hours prior to its commencement, an employee wishing to attend the meeting must inform their immediate supervisor as soon as possible prior to attending the meeting.
- 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 loss of seniority for a period of one (1) year when requested. Such leave may be extended by mutual consent. The Employer agrees to pay such designated employees at the Union's expense on this leave of absence pursuant to this Article their regular wages, and continue all benefits, service and seniority. The Union shall reimburse the employer within 2 weeks of receiving an invoice from the employer for the employee's wages and vacation pay.

18.03 General Membership Meeting

- A) Upon written request at least five (5) working days in advance, leave without pay shall be granted to Employees attending the CUPE 1281 Annual General Membership Meeting or Convention, conference or seminars. Leave without pay up to a maximum of three (3) working days in a twelve (12) month period shall be granted to no more than five (5) Employees at any one time for attendance at other CUPE 1281 General Membership Meetings. There shall be a maximum amount of 25 days in the bargaining unit.
- B) Employees selected as delegates to conventions of the Union, or as delegates to conventions of the Canadian Labour Congress or Ontario Federation of Labour, shall be granted leave of absence without pay for the purpose of attending such conventions in accordance with the following conditions:
 - i) Applications for leave for these purposes shall be made at least five (5) days before the day of leave is to commence;
 - ii) The leave shall be for the period of the convention, plus traveling time to and from the appropriate locations.
- C) Upon receipt of reasonable advance notice, Employees selected as delegates to conferences or seminars of the Union, other than those

contained in Article 18.03 (a) and (b), shall be granted leave of absence without pay for the purpose of attending such conferences or seminars.

18.04 Jury Leave

The Employer shall grant leave of absence to an Employee who serves or has been subpoenaed as a witness or as a juror in any court. The Employer shall pay such Employee the difference between their normal earnings and benefits and the payments they receive for jury service, excluding payment for traveling, meals, and other expenses.

18.05 Special Leave

a) Bereavement Leave

When a member of their immediate family dies, an Employee shall be entitled to five (5) consecutive working days leave with pay. Pay shall be at the Employee's regular wage and no employee shall receive pay for any day that the Employee was not scheduled to work. For the purpose of this clause, immediate family is defined as a parent, brother, sister, spouse, fiancé(e), children of the Employee or spouse, father-in-law, mother-in-law, common-law spouse (including same sex partner), 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) An employee shall be entitled to bereavement leave with pay up to a maximum of one (1) day, in the case of the death of their niece, nephew, aunt, uncle, former guardian or close friend.

b) Leave for Birth or Adoption of Child

a) An Employee shall be granted leave with pay up to a maximum of two (2) days for the birth of their 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.

b) An employee shall be granted leave with pay up to a maximum of two (2) days on the occasion of their adoption of a child.

c) This Article is in addition to any entitlement under Article 18.07.

c) Preventative Health Care

An Employee shall be allowed to use sick leave with pay to engage in personal preventative medical or dental care as per Article 18.01.

Employees shall be required to schedule such appointments so as to minimize the duration of absence. Employees may be required to show proof of medical or dental care. Any costs associated with providing proof of medical or dental care shall be paid by the Employer to a maximum of sixty-five (\$65.00). Where possible, an employee's use of such leave must be approved and reported to their immediate supervisor in advance.

d) Leave for Other Reasons

i) Special leave is to cover emergency situations and is not meant to be of a continuous nature. Where conditions warrant, special leave with pay shall be granted when circumstances not directly attributable to the Employee prevent the Employee from reporting to duty. It is agreed that the Employee is expected to make up the scheduled hours used as special leave.

ii) The principles to be followed can be summarized as:

- a. The Employee must demonstrate that they attempted to take the necessary action to report to work, and;
- b. Provide satisfactory evidence that conditions were beyond their control.

e) No Employee shall be granted special leave during any period in which they are on leave of absence without pay, or under suspension.

f) For the purpose of this Article, a day shall be considered as the employee's current scheduled work day.

g) The Employer, at its discretion, may grant special leave in other circumstances.

h) **Citizenship Leave**

An employee shall be granted unpaid leave for one (1) day to attend a formal hearing to become a Canadian citizen.

18.06 Pregnancy Leave

a) The Employer shall grant seventeen (17) weeks pregnancy leave on request in accordance with the *Employment Standards Act 2000* of Ontario as amended.

- b) An Employee who applies for and is declared to be eligible to receive Employment Insurance 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 100% of their weekly gross 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 the weekly gross 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 CUSA 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 or Parental leave, the Employee can request, in writing, to continue to participate in the student benefit plan on a normal cost sharing basis. Benefits and benefit plan premiums will be based on nominal salary.
- 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/maternity/adoption leave is provided but is referred to other than as is named in this article, then such benefit shall be recognized by this article.

18.07 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) Employees who apply for and are declared to be eligible to receive Employment Insurance benefits, are entitled to receive from the Employer while on parental leave:

For the one (1) week waiting period provided for in the Employment Insurance Plan, a payment equal to 100% of their weekly gross salary will be paid to the employee by the employer.

For each of the weeks where the Employee receives Employment Insurance Parental Leave Benefits, supplementary payments equal to the difference between 95% of their weekly gross 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 CUSA 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 immediately prior to its elimination or reduction.
- g) Sick leave and annual vacation leave credits shall continue to accrue while an Employee is on Parental Leave.
- h) An Employee on approved parental leave shall continue to accrue seniority.
- i) Where an Employee wishes to return from a parental leave of absence on a date earlier than indicated at time of request of such leave, the Employee shall provide at least four (4) weeks' notice of their intent of return.
- j) Upon request, the Employee may be granted up to five (5) months leave of absence, without pay, in addition to the standard or extended 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 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 student benefit plan during such leave of absence.
- k) 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

18.08 Workplace Injury Leave

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 Workplace Safety Insurance Board (WSIB) as to the compensability of their claim. If the claim is accepted, the Employee shall be placed on Workplace Injury Leave with pay, and sick leave credits shall be restored.

- a) While on WSIB injury and or illness leave, the Employer shall maintain the employee at one hundred percent (100 %) of their salary, and all Workers Safety and Insurance Board cheques shall be payable to the Employer. For clarity, the Employee shall receive from the Employer the difference between the amount payable by the W.S.I.B. and their regular salary.
- b) The parties agree that workplace injury leave, shall only be payable for the duration and extent approved by the Workers Safety and Insurance Board.
- c) 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 in a timely manner.
- d) The employer will provide the employee and, with the consent of the employee, 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.

18.09 Solidarity Work Leave

The Employer supports and encourages Employees who may wish to take part in outside events or activities that concern community solidarity and the labour movement in the Ottawa Area. Therefore, the employer shall not discipline an employee for participating in Solidarity Work on their own time.

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

19.01 Paydays

The Employer shall pay wages on alternate Fridays, in accordance with Appendix 1. Each payday, all Employees shall be provided with an itemized statement of their salary and deductions.

The Employer may change, for efficiency, the method of paying wages to twice monthly and institute a direct deposit policy for paying Employees. This will require approval from the B.U. which shall not be unreasonably withheld.

19.02 Temporary Replacement Pay

When an Employee temporarily performs the duties of a higher-paying position, they shall receive the rate of pay for that classification. When an Employee is temporarily assigned to a position paying a lower rate, their rate of pay shall not be reduced.

19.03 Mileage and 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.

19.04 Health Insurance

Effective September 1, 1998, the Employer shall reimburse all B.U. members, who enroll in the CUSA Health Plan, the CUSA health care premium. Such reimbursement will occur following the verification by the University.

19.05 Uniforms

The Employer shall pay for up to a maximum of 2 uniforms that Employees are required to wear as required by the Employer and required by the terms of reference for their specific classification. Save and except special events.

19.06 Safe Transportation

Where an employee:

- a) Is called into work on an emergency basis between 10:00 p.m. and 8:00 a.m. and/or;
- b) Works before or after public transportation is not available; and/or

c) Where an employee is concerned about their personal safety;

The employer shall arrange for safe transportation agreeable to the Employee and the Employer. Where there is a cost associated with such safe transportation, the employer will reimburse the Employee for the cost of the transportation, up to a maximum of twenty-three dollars (\$23.00).

19.07 Travel per diems

All Employees on authorized travel shall be paid a per diem of \$39.00 where meals are not provided and a per diem of \$15.00 where meals are provided. All other reasonable expenses shall be paid by the Employer.

The above per diems cannot be reduced but will be increased to coincide with per diem rates established by CUSA, INC.

19.08 Equal Pay

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

19.09 Clothing Allowance

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

ARTICLE 20 - OVERTIME PAY

20.01 The normal hours of work for all Employees shall be in accordance with the Schedules as posted by the Employer.

20.02

a) Positions other than Service Centres, Communications, and Club

All time worked beyond thirty-five (35) hours in a week or on a holiday shall be considered as overtime and shall be paid at the rate of one and one half (1.5) times the regular rate.

Work performed on any of the holidays as defined in Article 15 shall be classed as overtime and paid at the rate of time and one half (1.5) times the regular rate in addition to the holiday pay. Employees shall not be required to be laid off during regular hours to equalize any overtime work.

All overtime must be approved in advance by the Employee's direct supervisor.

b) **Service Centres, Communications, and Club Positions**

Overtime shall be defined as any hours worked beyond the normally scheduled hours.

Overtime shall be compensated at the regular rate up to a maximum of thirty-five (35) total hours worked in one work-week. Hours worked in excess of thirty-five (35) hours shall be paid at the rate of one and one half (1.5) times the regular rate. Work performed on any of the holidays as defined in Article 15, shall be classed as overtime and paid at the rate of one and one half (1.5) times the regular rate in addition to the holiday pay. Employees shall not be laid off during regular hours to equalize any overtime work.

Instead of cash payment for overtime, an employee may choose to receive time off at the rate at which it was banked, to a maximum of ten (10) days per year. Such time off may accumulate to a maximum of five (5) days at any one time, and is to be taken at a mutually agreeable time.

Employees will not be required to work overtime hours unless it is for an event planned for their service centre.

All overtime must be approved in advance by the Employee's direct supervisor.

20.03 Conference Overtime

It is understood by both parties that in those situations where Employees, with prior approval of the employer, attend an out of town conference or meeting on behalf of the employer, the following conditions apply:

- i) Employees may accumulate overtime for those hours spent attending the conference or meeting, with the prior written approval of the employer. Said overtime shall normally be taken as time-off in lieu of overtime pay at a time mutually agreed upon by both parties.
- ii) Travel time required going to and from the conference or meeting shall be recorded as part of normal working hours and shall not accumulate as overtime hours. Employees will make travel arrangements so as to prevent time in transit occurring outside of normal working hours.
- iii) Prior approval by the employer is required for attending all out of town conferences or meetings. The employee, when

requesting

approval to attend a conference or meeting, will provide an estimate of the number of hours which may exceed the normal work week.

20.04 Clocking In and Out

Employees are required to clock in and out at the start and end of each shift in accordance with the Employer's procedures, as may be modified from time to time.

ARTICLE 21 - SHIFTWORK

21.01 The parties agree that all of the positions in the bargaining unit entail shiftwork. The Parties further agree that the employees shall not be assigned to shifts in a way as to interfere with their responsibilities as students; in particular, no employee shall be required to work during hours in which they are required to be in class, or during examinations. Each employee shall be responsible for informing their immediate supervisor of their class and exam schedules.

21.02 Shift Selection

Two shifts per week, per Employee shall be assigned at the discretion of the Employer. In the assignment of remaining shifts to the Employee by the Employer, Employee's shall be given preference on the basis of seniority. The Employer reserves the right to schedule any employee due to operational requirements.

21.03 Reporting Pay

An Employee who reports to work when requested by the employer shall be paid for a minimum of three (3) hours, unless a reduced shift length is requested by the employee to accommodate academic schedules, or the shift is for the sole purpose of a regularly scheduled one (1) hour online meeting. In the event of a shift cancellation, the Employer shall give a minimum of eight (8) hours' notice before the start of the scheduled shift and no reporting pay shall be granted.

21.04 Child Care Expenses

Employees with children who are required to work evenings and weekends shall be entitled to a reimbursement of childcare expenses up to a maximum of \$10.00/hr for the time such childcare is required around scheduled working hours, provided that receipts are provided, up to a maximum of \$600 per term.

For the purposes of this clause, the terms are recognized as:

September 1 – December 31

January 1 – April 30

May 1 – August 31

21.05 Meals

Where an Employee is required to work beyond their regularly scheduled eight (8) hour shift, and they have not been given notice of such “extra hours” on the day prior or earlier, the Employee shall be entitled, upon provision of a receipt, to reimbursement not to exceed fifteen dollars (\$15.00).

21.06 Breaks

Each employee shall be allowed one (1) fifteen (15) minute paid rest period in each (4) hour work period which shall be scheduled as close to the mid-point of the four hour period as possible and such time shall be regarded as time worked. Each employee scheduled for a five (5) hour shift or more shall be allowed a one-half (1/2) hour meal period during each shift. Such meal period shall not be regarded as time worked. Any Employee who works during their one-half (1/2) hour meal break shall be paid for that break.

ARTICLE 22- JOB DESCRIPTIONS

The Employer shall prepare a new job description whenever a B.U. position, as defined in Article 3 is created or whenever the duties of such position change. When the duties of any such job are changed or increased, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union.

Such negotiations shall be concluded within ninety (90) days. If the parties are unable to agree on the job description, and/or rate of pay for the job in questions, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the Employer or the date of change in the job description.

ARTICLE 23- HEALTH AND SAFETY

23.01 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 all 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 working environment, as soon as this situation is brought to the Employers attention.

23.02 Joint Health and Safety Committee

- a) A Joint Health and Safety Committee shall be comprised of two (2) representatives of the Employer and two (2) representatives appointed by CUPE local 1281, the Union. The JHSC information (healthandsafety@cusaonline.ca). will be posted in the conspicuous areas where workers have easy access to it, and where it is likely to come to the attention workers. 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.

This Committee shall meet in accordance with Occupational Health and Safety Act, and the "Terms of Reference" as developed by the Committee.

- 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 maintain a workplace free from hazard;
 - 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) 1281 Union Health & Safety Committee Representatives as defined under the Ontario Occupational Health and Safety Act
- h) **Official University Closure**
Should the President of Carleton University, their delegate, or any official so responsible declare that 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 who were scheduled to work shall receive their regular salary and benefits during the closure period. 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 hours in a calendar year. Beyond twenty-five (25) hours, employees shall be put on a leave without pay for the duration of the closure, or where appropriate, laid off in accordance with Article 14.

ARTICLE 24 - COPIES OF AGREEMENT

24.01 Employer Obligation

Within ninety (90) days of ratification of this Collective Agreement, the Employer shall distribute one copy of the Collective Agreement to each Employee and to each new Employee within the first week of employment.

24.02 Costs

The costs of preparing copies of the Collective Agreement shall be borne equally by the parties.

ARTICLE 25 - NO STRIKES AND LOCKOUTS

25.01 During the term of this Agreement, the Employer agrees that there shall be no lockouts and the Union agrees that there shall be no strikes.

25.02 In the event of a strike or lockout, failure to cross a picket line(s) where the safety of the Employee in question is compromised, shall not be considered a violation of this agreement and shall not be grounds for discipline.

ARTICLE 26 - TERM OF THE AGREEMENT

26.01 Duration

This Agreement shall become effective on the date of June 1, 2022, and shall remain in effect for four (4) years, until May 31, 2026.

Either party to this Agreement may, within ninety (90) days prior to its expiration, present the other party, in writing, proposed terms of a renewal of this Agreement and/or amendments to the Agreement.

This agreement shall continue automatically for annual periods of one year unless either party notifies the other party in writing that it desires to amend the agreement. In the event that neither party serves notice to bargain, wage rates under this collective agreement will continue unchanged. Notice in writing shall be given within the ninety (90) day period prior to the date of expiry of this or subsequent agreements. Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

ARTICLE 27 - STATUS OF EMPLOYEES

27.01 Employee Classifications

| <u>Area of Employment</u> | <u>Classification</u> |
|---------------------------------|--|
| Ollie's | <ul style="list-style-type: none">- Assistant Supervisors- Bartenders- Bar Assistants- Bar Security- Cook- Cashier- Coat check |
| Service Centres | <ul style="list-style-type: none">- Co-ordinators |
| Building Operations | <ul style="list-style-type: none">- Building Cleaners |
| Entertainment Productions Staff | <ul style="list-style-type: none">- Concert Crew- Audio Visual Crew |
| Store | <ul style="list-style-type: none">- Store Clerks- Head Cashier |
| Front Office | <ul style="list-style-type: none">- Assistant Front Desk Supervisors- Front Desk Staff- Finance Office Clerk |
| Communications Office | <ul style="list-style-type: none">- Social Media Coordinator |
| Roosters | <ul style="list-style-type: none">- Assistant Supervisors- Coffee Tenders- Cooks |
| Haven's | <ul style="list-style-type: none">- Assistant Supervisors- General Staff |

27.02 Temporary 3011 Assignments

Where an Employee is temporarily assigned to a position to replace an Employee whose assignment falls within the CUPE Local 3011 jurisdiction, such Employee shall be paid the entry rate of pay for the position as indicated in the Local 3011 Collective Agreement for the duration of the assignment.

27.03 Casual Employees

Articles 5, 13, 14, 15, 19, 22 and 24 do not apply to Employees hired for a fixed engagement of 30 hours or less or for employees hired for a period not longer than six (6) weeks to address operational needs at Haven Bookstore.

27.04 Probationary Period

- a) Newly hired Employees shall be considered to be a probationary status for a period of three (3) months from the date of hiring. The Employer and Union may, by mutual agreement, agree to extend the probationary period. During the probationary period, such Employees shall be entitled to all applicable rights and privileges of this Collective Agreement except with respect to discharge.
- b) The employment of such Employees may not be terminated in any way that is in bad faith, arbitrary or discriminatory.

ARTICLE 28 - STAFF DEVELOPMENT AND CAREER PLANNING

The Union and the Employer recognize the principle of human resource development and to this end the Employer commits to implement a staff development program.

The Employer, by way of the CUSA Director of Student Development and CUSA Director of Human Resources will ensure that CUPE 1281 members have access to career related services, either provided by CUSA or Carleton University, to determine those Employees' staff development and career planning objectives. The Employer, by way of the CUSA Director of Student Development and CUSA Director of Human Resources, will then ensure training and assistance is provided in a way that facilitates the Employees meeting those objectives.

If the Employee requests time away from their scheduled shift(s)/office hours to attend the course they must obtain approval for absence from work from their supervisor in advance. The supervisor will take into account operational requirements. Approval will not be unreasonably withheld.

28.01 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).

ARTICLE 29 – MISCELLANEOUS

29.01 Correspondence

CUSA will notify the CUPE National Representative, Local President and Unit steward 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.

29.02 Union Label

In order that the general public shall be aware of the benefits of an unionized public service, the CUPE Union Label may be displayed throughout the workplace. Prominent labels shall not be required by the Union.

For the Union

Tia Cristiano

Tia Cristiano (Sep 26, 2023 11:48 EDT)

Tia Cristiano (Steward)

Linda Barnett Coelho

Linda Barnett Coelho (Sep 28, 2023 14:54 EDT)

Linda Barnett Coelho (1281 President)

AK.

Taylor Anne Elizabeth Kociszewski (Oct 3, 2023 19:06 EDT)

Taylor Kociszewski (CUPE National Rep)

For the Employer

M. Faris

Mohamed Faris Riazudden (Sep 26, 2023 12:03 EDT)

Mohamed Faris Riazudden (CUSA President/CEO)

Merna Mikhail

Merna Mikhail (Sep 26, 2023 13:08 EDT)

Merna Mikhail (Human Resources Manager)

SK

Sam Kilgour (Director of Student Development)

Luke Scott

Luke Scott (Sep 29, 2023 14:04 EDT)

Sean Joe-Ezigbo (CUSA - VP of Finances)

Logan Breen

Logan Breen (CUSA – Vice President Internal)

Schedule A – Wage Rates

| Classification | Wage of 1/6/2021 | Wage of 1/6/2022 | Wage of 1/6/2023 | Wage of 1/6/2024 | Wage of 1/6/2025 |
|---------------------------------------|------------------|------------------|------------------|------------------|------------------|
| | | 4.50% | 3% | 3% | 3% |
| OLIVERS | | | | | |
| Assistant Supervisor | \$17.96 | \$18.77 | \$19.33 | \$19.91 | \$20.51 |
| Bartender | \$15.50 | \$16.20 | \$16.68 | \$17.18 | \$17.70 |
| Bar Assistants | \$15.50 | \$16.20 | \$16.68 | \$17.18 | \$17.70 |
| Bar Security | \$15.84 | \$16.55 | \$17.05 | \$17.56 | \$18.09 |
| Cooks | \$15.84 | \$16.55 | \$17.05 | \$17.56 | \$18.09 |
| Cashier | \$15.84 | \$16.55 | \$17.05 | \$17.56 | \$18.09 |
| Coat Check | \$15.84 | \$16.55 | \$17.05 | \$17.56 | \$18.09 |
| ROOSTERS | | | | | |
| Assistant Supervisor | \$17.96 | \$18.77 | \$19.33 | \$19.91 | \$20.51 |
| Coffee Tenders | \$15.84 | \$16.55 | \$17.05 | \$17.56 | \$18.09 |
| Cooks | \$15.84 | \$16.55 | \$17.05 | \$17.56 | \$18.09 |
| SERVICE CENTRES | | | | | |
| Coordinators | \$16.11 | \$16.83 | \$17.34 | \$17.86 | \$18.40 |
| HAVENS | | | | | |
| Assistant Supervisor | \$17.90 | \$18.71 | \$19.27 | \$19.84 | \$20.44 |
| General Staff | \$15.74 | \$16.45 | \$16.94 | \$17.45 | \$17.97 |
| BUILDINGS OPERATIONS | | | | | |
| Building Cleaners | \$15.84 | \$16.55 | \$17.05 | \$17.56 | \$18.09 |
| ENTERTAINMENT PRODUCTION STAFF | | | | | |
| Audio Visual | | | \$19.33 | \$19.91 | \$20.51 |
| Concert Crew | \$15.84 | \$16.55 | \$17.05 | \$17.56 | \$18.09 |
| STORE | | | | | |
| Store Clerk | \$15.84 | \$16.55 | \$17.05 | \$17.56 | \$18.09 |
| Head Cashier | \$16.11 | \$16.83 | \$17.34 | \$17.86 | \$18.40 |
| FRONT OFFICE | | | | | |
| Assistant Front Desk Supervisor | \$17.76 | \$18.56 | \$19.12 | \$19.69 | \$20.28 |
| Front Desk Staff | \$16.11 | \$16.83 | \$17.34 | \$17.86 | \$18.40 |
| Finance Office Clerk | \$16.11 | \$16.83 | \$17.34 | \$17.86 | \$18.40 |
| COMMUNICATIONS OFFICE | | | | | |
| Social Media Coordinator | \$16.05 | \$16.77 | \$17.28 | \$17.79 | \$18.33 |

RETROACTIVITY

Any retroactivity owing will be paid out to all present and past employees within four (4) pay periods of Union ratification of this settlement.

All wages increase 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 June 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. 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 (May 31, 2022) and to all new employees hired since that date.

In the event an eligible employee shall have terminated their employment since May 31, 2022, the Employer shall advise the employee within thirty (30) days by notice in writing by registered mail to the last known address on the records of the Employer and the employee shall have sixty (60) days from the posting with which 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.

LETTER OF UNDERSTANDING #1

between

**CARLETON UNIVERSITY STUDENTS' ASSOCIATION INC. (CUSA)
"the Employer"**

and

CANADIAN UNION OF PUBLIC EMPLOYEES, and it's LOCAL 1281

RE: Work Study Employment Program

The Parties agree that during the life of this collective agreement the Employer will communicate with the Union if Carleton University approaches CUSA to implement a work study employment program to discuss the details regarding the possible implementation of a Work Study Employment Program and to solicit the Union's feedback and input.

If it is mutually determined between the Parties that a meeting is necessary, it will be arranged.

It is further understood that some positions contained within the Work Study Employment Program could fall under the scope of CUPE Local 1281 (CUSA).

Should a Work Study Employment Program, be implemented, it is agreed that the necessary collective agreement language must be agreed to and signed by the Parties of this collective agreement.

LETTER OF UNDERSTANDING #2

between

**CARLETON UNIVERSITY STUDENTS' ASSOCIATION INC. (CUSA)
"the Employer"**

And

CANADIAN UNION OF PUBLIC EMPLOYEES, and it's LOCAL 1281

RE: Joint Job Evaluation Committee

WHEREAS the Parties have expressed concern over the wage rates of the Concert Crew classification.

WHEREAS the Union wishes to evaluate the Concert Crew classification and any others as per Article 22 of the Collective Agreement.

NOW THEREFORE the Parties agree to the following:

1. The parties agree to establish a Joint Union and Employer committee and will meet within three (3) months from the Union's ratification of this agreement to establish:
 - a. A Term of Reference
 - b. A Standardized Evaluation Framework and Tools.
2. Based on the mutually agreeable final outcome of the joint job evaluation process, the Employer is committed to making any adjustments to those positions affected within the current grid (current steps and classifications) retroactive to June 1, 2023.
3. The committee will ensure that consideration will be given to the principles of equity and inclusion.

| For the Union | For the Employer |
|--|--|
| <p><u><i>Tia Cristiano</i></u> Tia Cristiano (Sep 26, 2023 11:48 EDT)</p> <hr/> <p>Tia Cristiano (Steward)</p> | <p><u><i>M. Faris</i></u> Mohamed Faris Riazudden (Sep 26, 2023 12:03 EDT)</p> <hr/> <p>Mohamed Faris Riazudden (CUSA President/CEO)</p> |
| <p><u><i>Linda Barnett Coelho</i></u> Linda Barnett Coelho (Sep 28, 2023 14:54 EDT)</p> <hr/> <p>Linda Barnett Coelho (1281 President)</p> | <p><u><i>Merna Mikhail</i></u> Merna Mikhail (Sep 26, 2023 13:08 EDT)</p> <hr/> <p>Merna Mikhail (Human Resources Manager)</p> |
| <p><u><i>AK.</i></u> Taylor Anne Elizabeth Kociszewski (Oct 3, 2023 19:06 EDT)</p> <hr/> <p>Taylor Kociszewski (CUPE National Rep)</p> | <p><u><i>SK</i></u></p> <hr/> <p>Sam Kilgour (Director of Student Development)</p> |
| | <p><u><i>[Signature]</i></u> Luke Scott (Sep 29, 2023 14:04 EDT)</p> <hr/> <p>Sean Joe-Ezigbo (CUSA - VP of Finances)</p> |
| <p>:mw*cope 491 August 29, 2023</p> | <p><u><i>Logan Breen</i></u></p> <hr/> <p>Logan Breen (CUSA – Vice President Internal)</p> |