

COLLECTIVE AGREEMENT

Between

CARLETON UNIVERSITY

And

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 3778**

For the Period

April 1, 2018 to March 31, 2021

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THIS AGREEMENT MADE as of the 12th day of December 2018:

BETWEEN:

CARLETON UNIVERSITY
(Hereinafter called the "Employer")

OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 3778
(Hereinafter called the "Union")

OF THE SECOND PART

WHEREAS by certificate dated the 14th day of July 1994, the Ontario Labour Relations Board certified the Union as the bargaining agent for all stationary engineers and persons primarily employed as their helpers in the Central Heating Plant of the Employer at Ottawa save and except the Chief Operating Engineer:

THEREFORE the parties hereto agree as follows:

ARTICLE 1

PURPOSE

1.01 The general purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees represented by the Union, to ensure the peaceful settlement of disputes and to set forth agreements covering rates of pay and other working conditions.

ARTICLE 2

MANAGEMENT

2.01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, direct, classify, transfer, promote, demote, lay off and to discharge, suspend or otherwise discipline employees, subject to the provisions of this agreement;
- (c) establish from time to time and enforce rules and regulations, not inconsistent with the provisions of this agreement, governing the conduct of the employees; and
- (d) generally to manage and operate Carleton University.

ARTICLE 3

UNION SECURITY

3.01 The Employer shall deduct as a condition of employment from the wages of each employee in the bargaining unit, Union dues or an amount equal to Union dues as certified to by the Union to the Employer to be currently in effect according to the Union's regulations and/or By-laws. Such deductions shall be made from the first pay period of each calendar month and shall be remitted within fifteen (15) days and made payable to such officer as the Union may advise. The monthly dues remittance shall be accompanied by a list of the names and addresses of the employees from whom the money has been deducted.

ARTICLE 4

NO DISCRIMINATION OR COERCION

4.01 The Employer agrees that there shall be no discrimination or coercion exercised or practised by it or any of its representatives with respect to any employee because of her/his participation or non-participation in the Union or in the matter of hiring, rates of pay, employee benefits, training, promotion, transfer, lay-off, recall, discipline, discharge, or other terms and conditions of employment

by reason of race, creed, colour, age (except for retirement as provided for in the Benefits), sex, sexual orientation, marital status, nationality, ancestry, religion, place of origin, or physical disability as per the Ontario Employment Standards Act, the Ontario Human Rights Code, and the Ontario Labour Relations Act.

ARTICLE 5

STRIKES, LOCK-OUTS OR SLOW-DOWNS

5.01 There shall be no strikes, lock-outs or slow-downs during the life of this agreement.

ARTICLE 6

GRIEVANCE PROCEDURE

6.01 Should any difficulty arise between the Employer and any employee as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort to settle such difficulty without undue delay shall be made in the following manner:

6.02 Stage One An aggrieved employee shall, with the consent of a Union Delegate, first submit her/his representations in writing to the Manager, Plant Operations/Chief Operating Officer. Any such grievances shall be presented within (10) working days of the time when it arose or the matter shall be deemed to have been abandoned. Working days shall not include Saturdays, Sundays or statutory holidays.

6.03 Stage Two If within five (5) weekdays from the time representations at Stage One were presented a decision satisfactory to such employee is not given, then such employee, with the consent of a Union Delegate, may make representations in writing to the Assistant Director, Facilities Engineering and Construction. Any such grievance shall be presented within five (5) weekdays after the decision of the Manager, Plant Operations/Chief Operating Officer has been given or should have been given, or the matter shall be deemed to have been abandoned.

6.04 Stage Three If within five (5) weekdays from the time representations at Stage Two were presented a decision satisfactory to such employee is not given, then such employee, with the consent of a Union Delegate, may within five (5) weekdays after the decision of the Assistant Director, Facilities Engineering and Construction has been given or should have been given, make representations in writing to the Assistant Vice-President Human Resources or other representative designated by the Employer from time to time. Such officer or other designate shall notify the employee and the Union Delegate of the time and place at which they will meet to discuss the matter and at such meeting the written representations and the earlier decisions shall be considered. Every effort will be made to settle such difficulty within ten (10) days from the date upon which such officer received written notice of the matter. Such officer shall give the decision in writing on behalf of the Employer.

6.05 Stage Four: Failing a satisfactory settlement in Stage Three, the Union may within fifteen (15) working days of the receipt in writing of the decision in Stage Three refer the dispute to arbitration as provided in the *Labour Relations Act*.

6.06 The time limit specified in this Article shall be deemed to be exclusive of Saturdays, Sundays and statutory holidays.

6.07 Should the Employer exceed the time limits specified in this article, with the exception of agreed to extensions, the grievance shall automatically proceed to the next step of the procedure.

ARTICLE 7

INTERPRETATION

7.01 Where, in the application or interpretation of this Agreement, and the Operating Engineers Act, as currently amended, there is a conflict, the Act shall govern.

7.02 The Employer, the Union and the employees shall abide by the said Operating Engineers Act, as amended and any regulations made from time to time thereunder.

ARTICLE 8

SENIORITY

8.01 The skill and experience of an employee and her/his capacity to perform the required task, shall be the determining factors in all cases of appointment, transfer, promotion and in the advancement of employees to higher classifications, and where these are deemed relatively equal between two or more employees, seniority shall be the determining factor.

8.02 The Employer reserves the right to hire a temporary employee for a period of time not to exceed twenty months. An extension may be granted by mutual agreement of the parties.

Temporary employees hired for such jobs shall become a member of the bargaining unit as of the date of hire. A temporary employee hired under this provision shall not have the right to Long Term Disability Insurance or the Pension Plan under Article 20, Benefits, Article 31, Job Security and Severance Pay, or Article 33, Amalgamation and/or Merger Protection. The following provisions shall not apply until after 6 months of continuous employment, unless by mutual agreement of the parties, Article 13, Vacations, Article 14, Sick Leave, Article 15, Special Leave (pro-rated), Article 20, Benefits (except for Long Term Disability and the Pension Plan), and clause 29.01.

ARTICLE 9

DISCHARGE CASES

9.01 New employees shall be considered as probationary employees for a period of three (3) months of service, from the time of their first commencing to work for the Employer. The Union will not question the dismissal of any probationary employee nor shall such dismissal be the subject of a grievance.

9.02 A claim by an employee, other than a probationary employee, that he/she has been unjustly discharged or suspended will be treated as a grievance if a written statement of such grievance is lodged with the Manager, Plant Operations/Chief Operating Officer within ten (10) working days after such employee ceases to work for the Employer. Working days shall not include Saturdays, Sundays or statutory holidays.

9.03 Such grievance may be settled under the Grievance Procedure provided by this Agreement, or by arbitration as provided in 6.05, commencing with Stage Two, by:

- (a) confirming the Employer's action in dismissing the employee;
- (b) reinstating the employee with full compensation for time lost; or
- (c) by any other arrangement which may be deemed just and equitable in the circumstances.

ARTICLE 10

DISCIPLINARY CLAUSE

10.01 It is agreed that within a period of forty-eight (48) hours of written disciplinary action being taken against an employee, a letter will be mailed to the Union Delegate.

10.02 Letters of censure, reprimand or criticism which are two or more years old shall not be considered in connection with any disciplinary action or future promotional opportunity.

ARTICLE 11

UNION DELEGATE

11.01 The Employer will recognize two Union Delegates elected by the employees whose function will be to assist in the processing of grievances. Should both Delegates be scheduled to work the same shift, only one Delegate shall be absent from the Central Heating Plant on union business at a time. The Employer will recognize two members of the negotiating committee who will participate in the negotiating of a collective agreement or the renewal thereof. While participating in the above, the Employer will ensure that no loss of pay shall result.

11.02 The Union shall furnish the Employer with the name of the Union Delegates and advise of any change of same.

11.03 The Employer agrees to grant leave of absence without pay and without loss of seniority to any one employee who is requested by the Union to work for no more than two (2) years on its staff so long as the Union agrees to the Employer hiring a temporary qualified person to fill the position vacated. At the end of the leave of absence, the Employer would expect to accept the individual back from leave and terminate the employment of the replacement without threat of grievance.

11.04 The Employer agrees that employees elected to Union positions (i.e. Union Delegates, executive of local 3778, CUPE or as a Convention delegate for CUPE) shall be allowed up to fifteen (15) working days per year of leave to attend to Union business. This leave shall be with or without pay pending a decision of the Employer regarding the purpose of the leave. It is understood that only one person from the bargaining unit would be allowed such leave at any one time.

ARTICLE 12

STATUTORY AND PAID HOLIDAYS

12.01 Thirteen (13) days will be regarded as statutory and paid holidays under this Agreement.

These are:

New Year's Day
 Day After New Year's Day
 Family Day
 Good Friday
 Victoria Day
 Canada Day
 August Civic Holiday
 Labour Day
 Thanksgiving Day
 Christmas Day
 Boxing Day
 Easter Monday
 and,
 One-half (1/2) day on Christmas Eve
 One-half (1/2) day on New Year's Eve

12.02 The said statutory and paid holidays shall be considered as commencing at 7:00 a.m. on the day of the holiday and ending at 7:00 a.m. on the day following the holiday.

12.03 Subject to Section 12.04, if an employee is not scheduled to work on a statutory or paid holiday because it is her/his regular day off he/she shall be paid eight (8) hours straight time in addition to her/his monthly salary payable for time worked. If an employee is scheduled to work and actually works on a statutory or paid holiday, he/she shall be paid time and one-half in addition to her/his monthly salary payable for time worked. If an employee is required to work on Christmas or New Year's Day, he/she shall receive an additional four (4) hours pay.

12.04 No employee shall be entitled to pay for the holiday if he/she is absent or did not work a full shift on the day immediately preceding or immediately following the statutory or paid holiday, if either of these days were days on which he/she should have reported for duty except in cases of leave with pay recognized under the collective agreement.

12.05 If an employee is scheduled to be off, and is required to work overtime on a statutory or paid holiday, he/she will be paid at time and one-half for the time worked, in addition to the eight hours straight time payable under 12.03.

12.06 Two times per year, an employee who works on a statutory or paid holiday, may elect to bank 12 hours and receive the balance of the pay for the day, provided the employee has less than 84 hours vacation accrued at the time, and will not have more than 24 hours banked. The employee may arrange to take the time banked as lieu time within the next year, on mutual agreement with the supervisor, and provided the employer will incur no overtime expense.

ARTICLE 13

VACATIONS

13.01 An employee shall receive an annual vacation with pay in accordance with her/his years of employment as follows:

Less than one (1) year	10 hours for each month
One year or more from date of hire	120 hours
5 years or more from date of hire	132 hours
8 years or more from date of hire	160 hours
15 years or more from date of hire	200 hours

13.02 Each employee shall be entitled to eighty-four (84) hours if earned during the period of June 30th to September 1st unless there is sufficient time available to permit a longer vacation in which case seniority will be the determining factor.

When a statutory or paid holiday falls during an employee's vacation, he/she will be granted another day in lieu, the day in lieu to be arranged between the employee and her/his supervisor.

The annual vacation schedule shall be posted each year by March 1. Employees shall indicate on this schedule their preference for vacations by April 15. Vacations shall be assigned equally within each classification, and consistent with seniority by April 30. In the event an employee fails to indicate her/his preference by April 15, or subsequently requests a change after April 15, he/she shall not receive preference over less senior employees who have so indicated prior to April 15.

ARTICLE 14

SICK LEAVE

Sick Leave Defined

14.01 Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being unable to work due to sickness or disablement or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.

Amount of Sick Leave

14.02 Sick Leave credit shall be granted to employees on the basis of twelve (12) hours for every calendar month of service.

14.03 In any one year where an employee has not used up her/his sick leave credit, he/she shall be entitled to an accrual of all the unused portion of sick leave credit for her/his future benefit. A deduction shall be made from accumulated sick leave of all normal working days, (exclusive of holidays) absent for sick leave as defined above.

14.04 Employees who consistently use all their sick leave, may be considered as being unfit for continuing employment with this Employer.

Sick Leave During Leave of Absence

14.05 When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of

absence, he/she shall not receive sick leave credit for that period of such absence, but shall retain her/his cumulative credit, if any, existing at the time of such leave or layoff.

Sick Leave Without Pay

14.06 Sick leave without pay shall be granted to an employee who does not have sufficient paid sick leave accrued to cover the period when he/she is unable to work.

Sick Leave Records

14.07 A record of all unused sick leave shall be kept by the Employer. Immediately after the close of each fiscal year, each employee shall review the records of the Employer and verify that the accumulated sick leave is correct. Any employee is to be advised on application of the amount of sick leave accrued to her/his credit.

14.08 Both parties agree that where it appears that there may be an abuse of sick leave benefits, the Employer may require a medical certificate to prove illness.

14.09 An employee who is unable to take over her/his scheduled shift due to sickness shall provide the Employer with as much notice as possible, and whenever possible a minimum of eight (8) hours notice.

14.10 An employee who has been off sick shall notify the Employer at least eight (8) hours prior to taking over her/his regular shift.

ARTICLE 15

SPECIAL LEAVE

15.01 Special leave will be granted to an individual employee on an "as required" basis up to a maximum of five days per year to accommodate exigencies of a personal nature, such as illness in the family, marriage, fire at home, legal matters, etc. This leave may be utilized in terms of hours with an overall maximum of forty hours. This leave will be provided with the permission of the supervisor and such permission shall not be unreasonably withheld.

Special leave to a maximum of forty (40) hours per year will be granted as follows:

Emergency in the employee's household	-	Up to 24 hours per occasion
Fire or other disaster resulting in property damage in the employee's residence	-	24 hours per occasion
Medical, Dental & Legal appointments requiring absence from work	-	4 hours per occasion
Moving of a household	-	12 hours per occasion
Writing an examination	-	4 hours in each case

Marriage	-	up to
	24 hours at the employee's discretion	
Non Christian religious	-	up to
	24 hours per year observance	

Employees, with the permission of their Supervisor, may be allowed an early departure or a late arrival at work to attend medical, dental, and legal appointments not requiring four (4) hours absence. Such permission shall not be unreasonably withheld.

ARTICLE 16

BEREAVEMENT PAY

16.01 In the event of a death in the immediate family, the employee shall be entitled to take up to thirty-six (36) hours leave with pay. It is the intention of this Section that the maximum leave shall be made available where the employee has the responsibility of making the funeral arrangements and when he/she would otherwise be required to work on some or all of these hours.

16.02 In the event of circumstances requiring the presence of the employee, such as serious illness in the family or a delay in the funeral arrangements, compassionate leave up to twelve (12) hours a year may be granted.

ARTICLE 17

JURY AND CROWN WITNESS DUTY

17.01 An employee who is required to be a witness or to serve as a juror by any body in Canada with powers of subpoena, shall be paid the difference between her/his normal earnings and the payment he/she receives for such service. The employee shall notify the Employer immediately upon his/her receipt of notification that he/she will be required to attend court and present proof of service requiring attendance and the amount of pay received.

ARTICLE 18

MATERNITY LEAVE

18.01 An employee who is a birth mother shall be eligible to receive seventeen weeks maternity leave on request in accordance with the provisions of the Employment Standards Act of Ontario provided the employee has thirteen (13) weeks of continuous employment with the University prior to the baby's expected due date.

18.02 The employee who is a birth mother and who applies for and is declared to be eligible to receive E.I. maternity leave benefits, is entitled to receive from the Employer while on maternity leave, ninety-five percent (95%) of weekly gross salary less applicable Employment Insurance (E.I.) maternity leave benefits for a maximum period of seventeen (17) weeks from the commencement of the leave.

18.03 Such supplementary payments will be made provided that the employee is not receiving combined payments that would exceed 95% of their regular weekly earnings (including E.I. benefits, supplementary Employer payments and other employment earnings).

18.04 Supplementary maternity leave payments shall not be made by the Employer,

(a) beyond an employment termination date,

(b) beyond the date Employment and Social Development Canada disqualifies the employee from receiving E.I. maternity leave benefits.

18.05 Should Employment and Social Development Canada eliminate or reduce the payment of E.I. maternity 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.

18.06 While on maternity leave, the employee receiving supplementary leave benefits shall continue to participate in the Employer benefit plans as provided in this Agreement. Benefits and benefit plan premiums will be based on the nominal salary. For those employees not receiving supplementary maternity leave benefits, the Employer shall continue to pay the premiums for the plans as provided in this Agreement.

18.07 The Employer will maintain the employee's annual and sick leave credits while she is on maternity leave. The employee will be credited with vacation leave credits accrued during the leave period upon the employee's return from maternity leave.

18.08 An employee on approved maternity leave shall accrue seniority.

ARTICLE 19

PARENTAL LEAVE

19.01 Upon request, a birth mother shall be granted a further leave of up to sixty-one (61) weeks of parental leave of absence or as prescribed by legislation in force at the time the leave is taken, without pay, in addition to the standard maternity leave and in accordance with the Employment Standards Act. A new parent who has not taken maternity leave, including an adoptive parent, is entitled to up to sixty-three (63) weeks of parental leave of absence or as prescribed by legislation in force at the time the leave is taken, without pay, provided they have been employed for at least thirteen (13) weeks with the Employer before commencement of the leave. Upon return to work from such leave, the employee shall be reinstated in her/his former position, or in a job of at least equal position. While the employee is on leave of absence under this section, the Employer shall continue to pay the employer share of staff benefit plan premiums if the employee elects in writing to continue paying the employee share of the premiums.

19.02 The terms and conditions that apply to supplementary maternity leave benefits as outlined in Article 18 also will apply for the legal adoption of a child providing that the claimant is eligible and approved for E.I. adoption leave payments, provided the employee has been employed for at least thirteen weeks prior to the date of adoption.

ARTICLE 20

BENEFITS

20.01 The Supplementary Medical Insurance, Group Life Insurance, Total Disability Insurance, Preventative Dental Plan and Retirement Plan shall be available or compulsory for employees according to the terms of the Plans during the period of this Agreement. The Employer agrees to maintain the Retirement Plan which is a Money Purchase Plan with a Defined Benefit Minimum Guarantee. The cost-sharing arrangements will be as follows:

	* <u>Employee</u>	<u>Employer</u>
Carleton University Retirement Plan	(C) In accordance with the Carleton University Retirement Plan as amended from time to time by the Board of Governors of Carleton University on the recommendation of the Pension Committee	In accordance with the Carleton University Retirement Plan as amended from time to time by the Board of Governors of Carleton University on the recommendation of the Pension Committee, plus any required contributions to the Minimum Guarantee Fund

Amendments can only be made if the following condition is met: the Unions along with all representatives on the Pension Committee be given a 6 month notice of the proposed amendments, and 1 month notice of the draft text of the new Plan language, in writing before the Pension Committee votes on the proposed amendment.

The Employer agrees that the composition of the Carleton University Pension Committee will not change, unless the Pension Committee recommends such change, but in no event shall the Pension Committee be comprised of more non-Union representatives than Union representatives.

Supplementary Medical Insurance**	(V)	10%	90%
Group Life Insurance	(C)	10%	90%
Total Disability Insurance***	(C)	10%	90%
Preventative Dental Plan****	(C)		100%

*(C) Compulsory (V) Voluntary

**Effective February 1, 2019, the Supplementary Medical Insurance coverage includes vision care, including eye exams, at 80% reimbursement to a maximum of \$500.00 per insured person every consecutive 24 months.

***Total Disability Insurance provides 65% of salary.

****Based on the Current ODA Fee Schedule

20.02 All employees shall be covered by the Workplace Safety and Insurance Act. An employee prevented from performing her/his regular work with the Employer, due to an occupational accident that is covered by the Workplace Safety and Insurance Board and which occurred while employed by the Employer, shall receive from the Employer the difference between the amount payable by the

Workplace Safety and Insurance Board and her/his regular salary. The employee will continue to receive full pay for a period not to exceed six (6) months at which time the Employer will review the claim and determine if the employee is to continue on full salary or receive the Workplace Safety and Insurance Board benefits only.

20.03 For the purposes of the Supplementary Medical Insurance Plan and the Preventative Dental Plan and for bereavement leave as provided in 16.03, spouse may include a person of the same sex as the employee with whom the employee has been cohabiting in a common-law relationship for a period of at least one (1) year.

20.04 No changes shall be made to the coverage of the Group Life, Supplementary Medical Insurance, Long Term Disability and Dental plans except as a result of negotiations between the Employer and the Union or as may be required by law.

20.05 The Employer will provide a copy of the current Master Policies to the Union as they become available.

ARTICLE 21

UNIFORMS AND SAFETY EQUIPMENT

21.01 All employees as a condition of employment shall wear whilst on duty an authorized uniform. The Employer shall choose the style and colour and shall pay for the costs of the uniforms. Such uniforms shall be issued during the first week of July or as soon thereafter as delivery is made. The issue shall be:

- 3 shirts every year
- 2 pairs of trousers every year
- 1 pair of coveralls initially, replacement as required
- 1 Spring/fall jacket, replacement as required.

In addition, effective December 12, 2018, the Employer will pay up to \$200 by direct deposit on presentation of a paid invoice, for safety boots every year providing the employee, by the nature of her/his work, is required to wear this type of footwear to prevent or minimize possible injury. The employee shall purchase the boots on her/his own time, or choose from a number of styles of footwear offered by the Employer. The boots must meet the standard set by the Employer.

21.02 All employees working in dangerous conditions shall be supplied with safety equipment and protective clothing as required to meet the conditions.

ARTICLE 22

HOURS OF WORK

22.01 The regular work week shall begin on Sunday 7:00 a.m. and shall consist during the calendar year of an average of forty (40) hours a week for each employee to be worked in accordance with the schedule of operations posted by the Employer from time to time.

22.02 The Employer agrees to post a yearly shift schedule with amended versions posted one month in advance.

The operating shifts shall be as follows:

Shift A:7:00am to 7:00pm
Shift B:7:00pm to 7:00am.

Maintenance Shifts will begin at 7:00am.

22.03 When an employee has to have a scheduled day off due to a shift change, the manager will discuss the days off with the employee prior to posting the schedule.

ARTICLE 23

OVERTIME

23.01 Where an employee is required to work in excess of twelve (12) hours per shift or an average of forty (40) hours per week, any such work in excess of twelve (12) hours per shift or forty (40) hours per week shall be paid for at the rate of one and one-half times such employee's basic hourly rate.

23.02 The Employer will pay a meal allowance when an employee is required to work overtime for four (4) hours or more prior to or following a normal work day. An additional meal allowance will be paid for each additional four hours of overtime worked. The allowance will be \$10.00.

23.03 An employee who properly reports for work on her/his scheduled shift but for whom no work is available shall be paid four (4) hours at the rate of her/his job classification, unless the Employer has made a reasonable effort through the recognized channels of communications to inform such employee not to report to work.

23.04 The Employer shall ensure that overtime is as equitably distributed as possible.

23.05 If an employee is called in during a scheduled vacation shift, he/she shall keep the hours of vacation lost due to hours worked, and receive a premium of half time pay in addition to the regular pay for the hours worked.

ARTICLE 24

CALL-IN

24.01 The Employer agrees to guarantee at least four (4) hours pay or four (4) hours work should an employee be called in other than on her/his regular shift.

ARTICLE 25

MUTUAL RELIEF

25.01 It is agreed that an employee may relieve another employee of her/his regular scheduled shift on a basis of mutual agreement with the consent of the Manager, Plant Operations/Chief Operating Officer. On the above basis overtime rates shall not be paid.

ARTICLE 26

SHIFT PREMIUMS

26.01 The Employer shall pay a shift premium of ninety (\$0.90) cents per hour effective 1 April 2005 to employees for work carried out on the B shift, 7 p.m. to 7 a.m.

26.02 The Employer shall pay a weekend premium of one and one-half (\$1.50) dollars per hour for all hours worked from 7:00 a.m. Saturday to 7:00 a.m. on Monday.

26.03 The Employer shall pay a Shift Engineer Premium of ninety cents (\$0.90) per hour effective December 12, 2018 for employees in the role of Shift Engineer.

26.04 Effective April 1, 2018, if the Employer, in accordance with *Ontario Regulation 219/01 (Operating Engineers) under the Technical Standards and Safety Act*, requires an employee who holds a certificate of a lower classification to replace the Shift Operating (Second Class) Engineer for a full shift, the employee shall receive the rate of pay applicable to the Second Class Engineer position.

ARTICLE 27

WAGES

27.01 The rates of pay to be paid under this Agreement shall be:

	1 April 2018	1 April 2019	1 April 2020
Second Class Engineer	\$38.09	\$38.47	\$38.85
Third Class Engineer	\$32.41	\$32.73	\$33.06
Fourth Class Engineer	\$28.72	\$29.01	\$29.30

The official wage rate is the hourly rate.

27.02 Payment of wages shall be by direct deposit.

ARTICLE 28

RETIREMENT

28.01 Employees with thirteen (13) or more years of continuous employment who retire from Carleton University and receive a pension from the Carleton University Retirement Plan, shall be paid a retirement allowance equal to (1) one week of pay at the weekly rate on date of retirement, for each year of continuous service to a maximum of fifteen (15), less any period in respect of which the employee was granted severance pay.

28.02 If an employee dies, there shall be paid to her/his beneficiary as listed in the Group Life Insurance Plan in 20.01 an amount determined in accordance with clause 28.01 or two months salary, whichever is greater.

28.03 The weekly rate of pay referred to above shall be the employee's basic hourly rate multiplied by 40.

The monthly rate referred to above shall be the employee's basic hourly rate multiplied by 2080 and the product of that calculation divided by 12.

ARTICLE 29

GENERAL

29.01 University Career Development Fund: It is agreed that the policy regarding the University Career Development Fund, as contained in the Human Resources Policy Manual and amended from time to time, shall apply to the members of this bargaining unit.

29.02 Employment Equity: The Union and the Employer are mutually committed to employment equity and agree to work towards the achievement of a representative work force.

29.03 Effective April 1, 2018, the Employer will reimburse the costs, up to a maximum of \$120.00 plus HST per year, for those employees who are required to maintain membership under the TSSA, or a license or membership under an equivalent regulating authority, as a condition of practising his/her trade and/or as a condition of his/her employment at the University. Employees will be required to provide proof of renewal prior to the expiry of the previous license or membership on an annual basis or such time period as mandated by the regulating authority.

ARTICLE 30

JOINT COMMITTEE FOR THE ADMINISTRATION OF THE AGREEMENT

30.01 The Joint Committee shall be composed of a maximum of two (2) representatives of the Employer and two (2) representatives of the Union.

30.02 It shall be the purpose of the Joint 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.

30.03 The Joint Committee shall meet as necessary but normally at least once a month. Either party may call a meeting on five (5) days written notice. Minutes of meetings will be taken and signed by both parties. Such minutes shall not constitute Memoranda of Agreement.

30.04 Nothing in this Article precludes the use of the grievance procedure.

ARTICLE 31

JOB SECURITY AND SEVERANCE PAY

31.01 There shall be no lay off from the bargaining unit until a reasonable effort has been made to make the necessary reductions in the workforce through attrition.

31.02 Employees presently in the CUPE Local 3778 Bargaining Unit will not suffer loss of employment or of remuneration as a result of the contracting out of work presently performed by members of the bargaining unit.

31.03 Before the Employer introduces any changes involving automation, mechanization, reorganization, industrial conversion or technological change which will have the effect of substantially reducing the number of employees in the bargaining unit, the Employer will notify the Union as far in advance as possible and in any case at least ninety (90) days before its implementation.

31.04 Preliminary notice of lay offs will be given to the Union as soon as possible. A joint committee of two representatives each of the Union and the Employer shall meet within a week to discuss alternatives to lay off. A second meeting may be held within a week, if requested by either party.

31.05 Following the meeting(s), if lay offs are still required, the employee(s) will be given a lay off notice. A copy will be given to the Union.

31.06 The Employer agrees to give all reasonable consideration to continued employment with Carleton University to employees whose services to the Employer would otherwise become redundant because of discontinuance of a function by the Employer in whole or part.

31.07 The need for retraining caused by any change outlined in 31.03 or 31.06 shall be discussed between the Union and the Employer in the Joint Consultation Committee.

31.08 In the event of staff reductions, or in the event of technological changes, severance pay will be paid on the following basis:

two (2) weeks pay for the first and one (1) week of pay for each succeeding complete year of continuous service.

31.09 The weekly rate of pay referred to above shall be the employee's basic hourly rate multiplied by 40.

The monthly rate referred to above shall be the employee's basic hourly rate multiplied by 2080 and the product of that calculation divided by 12.

ARTICLE 32

HARASSMENT

32.01 Harassment of any employee is recognized as a form of discrimination and may be the subject of grievance using the procedures set out in Article 6.

For purposes of this Article, harassment is defined under two headings, sexual harassment and personal harassment.

32.02 Sexual Harassment

(a) Sexual harassment by an Individual: Sexual harassment may occur irrespective of gender and is:

(1) unwanted attention of a sexually oriented nature, made by a person who knows or ought reasonably to know that such attention is unwanted; and/or

(2) an implied or expressed promise of reward for complying with or submitting to a sexually oriented request or advance; and/or

(3) an implied or expressed threat of reprisal for not complying with or submitting to a sexually oriented request or advance.

(b) Hostile Environment: Sexual harassment may also be engaging in a course of sexual comment or conduct that is known or ought reasonably to be known to be unwelcome. This form of sexual harassment may affect individuals or groups. It may be based on gender or sexual orientation. It may take the form of excluding an individual or a group from rights and/or privileges to which they are otherwise entitled.

32.03 Personal Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

32.04 Where the alleged harasser is the person who would normally deal with any of the steps of the grievance, the grievance shall automatically be sent forward to the next step.

32.05 At no time during or after a harassment grievance shall the grievor be removed from the area of the alleged harasser unless fully and entirely voluntarily requested or agreed to by the grievor and without prejudice to the validity of the grievance.

32.06 Any employee who chooses to make use of any or all of the Employer's sexual harassment policy shall not, by such use, be prevented from filing a grievance at any time prior to agreeing to any mediated settlement under that policy. The time limit for filing such a grievance under Article 6 will be extended by whatever amount of time is required to process the complaint and reach a decision under the Employer's policy.

ARTICLE 33

AMALGAMATION AND/OR MERGER PROTECTION

33.01 In the event the Employer merges or amalgamates with any other body, the Employer undertakes to take all reasonable action to ensure that:

- a) Employees shall be credited with all seniority rights with the new employer;
- b) All service credits relating to vacations with pay, sick leave credits, and all other benefits shall be recognized by the new employer.

ARTICLE 34

SURVEILLANCE CAMERAS

34.01 Surveillance cameras and related equipment may be installed by the Employer to protect critical areas of the Employer's premises from theft, and/or to enhance safety of members of the Carleton University community.

34.02 Surveillance cameras and related equipment shall not be used in employee occupied areas during normal working hours without the knowledge of the employees in the area and of CUPE 3778 if the employees are members of CUPE 3778.

34.03 The Employer shall not be allowed to use surveillance cameras to monitor the work of employees and no information obtained through the use of this equipment shall be used against employees at any time unless such information constitutes evidence of criminal acts.

ARTICLE 35

TERM OF AGREEMENT

35.01 This agreement shall become effective as of April 1, 2018 and shall continue in force and effect until March 31, 2021 and thereafter shall automatically renew itself for periods of one year unless either party notifies the other, in writing, not less than thirty (30) days and not more than ninety (90) days prior to any expiry date that it desires to amend or terminate the Agreement.

35.02 In the event of notice of desire to amend the Agreement, the negotiations shall commence within fifteen (15) days following receipt of such notification.

ARTICLE 36

NOTICE

36.01 For the purpose of sending proper notices herein the following shall be the addresses of the respective parties:

Vice-President (Finance and Administration),
Carleton University,
1125 Colonel By Drive,
Ottawa, Ontario,
K1S 5B6

With a copy to:

Assistant Vice-President Human Resources,
Carleton University,
1125 Colonel By Drive,
Ottawa, Ontario,
K1S 5B6

and

The Secretary,
Local 3778,
Canadian Union of Public Employees

IN WITNESS WHEREOF the Employer has caused its corporate seal to be affixed hereto under the hands of its proper officers in that behalf and the authorized representatives of the Union have hereunto set their hands and seals.

Signed this ____ day of _____, 2019.

For the Union:

For the Employer:

Colin MacDougall

Sherry Taylor

David Duncan

Gary Nower

John Milford

Daniel Redmond

Jason Jobin

Mathieu Bernard

Marc Brunette

Memorandum of Agreement

Re: Lieu Time

Instead of cash payment for overtime, an employee may choose to bank hours worked at an overtime rate to a maximum of 60 hours accrued. The employee shall arrange, once per year, to take the time banked as lieu time at a mutually agreeable time within the next year, but outside of the June 30th to September 1st and Christmas periods, and provided the Employer will incur no overtime expense.

Date: 6 September 2002

For the Union:

Bob Lewis

For the Employer:

Coralie Bartley

LETTER OF UNDERSTANDING

Re: Overtime Procedures and Use of Temporary Employees

The Employer is aware of the union's concerns regarding the voluntariness of overtime. The Union is aware of the Employer's concerns regarding staffing levels which are in compliance with applicable legislation.

Therefore the parties agree that when the Employer determines that there is an unforeseen or intermittent work requirement, then the following procedures apply:

1. Full-time employees will first be offered overtime on a voluntary basis. The Employer shall ensure that when overtime is offered to full-time employees, it is offered as equitably as possible.
2. Should no full-time employee be available or willing to work overtime on a voluntary basis, then the Employer may staff the shift with a temporary employee to meet the work requirement.
3. The Employer reserves the right to require employees to work overtime in situations prescribed in applicable legislation including, inter alia, the Operating Engineers Act and the Employment Standards Act.

Date: 17 October 2008

For the Union:

B. McCaffrey
F. Ormes
S. Arab

For the Employer:

D. Boyce
G. Corluka
S. Green
C. Boucher

LETTER OF UNDERSTANDING

Re: Leave Records

The Employer agrees to notify the employees in writing of their accumulated leave balances on a quarterly basis. The records shall include sick leave, annual leave, and special leave balances.

Date: 17 October 2008

For the Union:

B. McCaffrey
F. Ormes
S. Arab

For the Employer:

D. Boyce
G. Corluka
S. Green
C. Boucher

LETTER OF UNDERSTANDING

Re: Six (6) Week Rotation

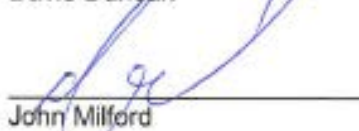
The parties agree to move to a six (6) week rotation from the existing five (5) week rotation. All Engineers will be required to participate in the daily maintenance of the plant and to provide relief duties as required on a rotating basis. Such maintenance duties will normally be scheduled for each Second Class Engineer over three (3) consecutive weekday shifts (12 hours per day) twice in every six (6) week rotating schedule.

Dated at Ottawa this 25 day of July 2016

Canadian Union of Public Employees
Local 3778



David Duncan



John Milford

Carleton University



Darryl Boyce



Mike Graham



Michelle Cosh

LETTER OF UNDERSTANDING

Re: Physical Fitness and Inclusion in Campus Events

The parties agree to discuss appropriate means to allow reasonable time for employees to participate in fitness activities on campus (e.g., hockey, soccer, workouts, yoga, etc.) with due consideration to implications such as the paid lunch period. It is agreed that all TSSA requirements regarding safe operation of the Central Heating Plant must be met.

Date: 22 November 2018

For the Union:

D. Duncan
M. Brunette
J. Jobin
J. Milford
C. MacDougall

For the Employer:

G. Nower
D. Redmond
M. Bernard
S. Taylor

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