Collective Agreement

between

Ontario Public Service Employees Union
on behalf of its Local 404
and

Carleton University, Department of University Safety

DURATION: June 1, 2017 to May 31, 2021

OPSEU
SEFPO

Sector 9
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DEFINITIONS

Continuing Employee is an employee appointed by the Vice-President (Finance & Administration) or her/his designate to perform work of a continuing nature in an established position for which there is no specified end date.

i) A full-time continuing employee works an average of forty (40) hours in a week;

ii) A part-time continuing employee works normally less than forty (40) hours per week but a minimum of twenty-four (24) hours per week.

Term Employee is an employee appointed by the Vice-President (Finance & Administration) or her/his designate to perform work in an established term position which has been designated by the Employer as non-continuing in nature for which a beginning and termination date is specified for a period of normally not less than four (4) months and normally not more than one (1) year, but can be renewed for an additional year with the agreement of the Employer and the Union.

Notwithstanding the above, the Employer may extend the appointment of a term employee who is replacing a continuing employee in a continuing position who is on approved leave until such time as the continuing employee returns to the position.

i) A full-time term employee works an average of forty (40) hours in a week;

ii) A part-time term employee works normally less than forty (40) hours per week but a minimum of twenty-four (24) hours per week.

Term Position is one which is non-continuing in nature and which is established for normally a one (1) year period. The position can be extended for an additional year with the agreement of the Employer and the Union.

Casual Employee is an hourly paid employee in a non-established position whose terms and conditions of employment follow the Employment Standards Act. Casual employees shall be entitled to vacation pay of four (4) percent of gross earnings on each pay and to statutory holiday pay in accordance with the Employment Standards Act, if not otherwise specified within the Collective Agreement.

Student Safety Patroller Employee is a casual employee who is an active Carleton University student, who is registered in a minimum of six (6) courses in a degree
program in an academic year. This minimum course requirement may be waived at management’s discretion. A scheduled average work week shall normally range between twelve (12) and twenty (20) hours per week. The Employer shall accommodate the student’s academic requirements including the reduction of hours if requested by the Employee. If a Student Safety Patroller requests a reduction in hours, the range in hours shall not apply. A Student Safety Patroller must possess a valid Security Guard license.

Auxiliary Campus Safety Officer is a casual employee who normally works an average of twenty-four (24) hours per week. An Auxiliary Campus Safety Officer must possess a valid Security Guard license or be designated as a Special Constable.

Assistant Dispatcher is a casual employee who is an active Carleton University student, who is registered in a minimum of six (6) courses in a degree program in an academic year. This minimum course requirement may be waived at management’s discretion. A scheduled average work week shall normally range between twelve (12) and twenty (20) hours per week.

Singular or masculine, whenever used in this Agreement, shall be considered as if the plural or feminine has been used where the context of the party or parties so require.

**ARTICLE 1 - RECOGNITION**

1.01 The University recognizes the Ontario Public Service Employees Union as the sole and exclusive Bargaining Unit Agent with respect to all matters covered by this Agreement for all employees of Carleton University, Department of University Safety, Patrol Services, in the City of Ottawa, save and except Training, Investigation and Case Manager, Community Liaison Officer, Shift Managers, and persons above the rank of Shift Managers or any other employee included in another bargaining unit.

1.02 By the nature of their duties and by their solemn oath, Special Constables covered under this Agreement are bound faithfully to perform their duties subject to the Memorandum of Understanding with the Ottawa Police Services Board, notwithstanding the existence or non-existence of a Collective Agreement.

The parties to this Collective Agreement intend that it shall not limit or impair the continuing faithful performance by the employees of the duties as aforesaid.
ARTICLE 2 - NO DISCRIMINATION OR HARASSMENT

2.01 (a) The Employer and Union shall not discriminate against an Employee because of membership or activity, or non-membership or lack of activity in the Union, or the exercise of his/her lawful rights or with respect to terms or conditions of employment on the grounds of race, creed, ethnic origin, citizenship, colour, age, sex, sexual orientation, marital status, family status, religion, nationality, ancestry or place of origin, political affiliation, disability as defined in the Ontario Human Rights Code.

(b) The Employer, the Union and the Employee recognize the duty of accommodation and their responsibilities under the Ontario Human Rights Code.

2.02 Occupational Health and Safety Act of Ontario

The Employer, the Union and the Employee agree to observe the provisions of the Occupational Health and Safety Act of Ontario and its regulations as amended from time to time, including workplace violence and harassment. Workplace harassment shall include personal and sexual harassment.

ARTICLE 3 - EMPLOYMENT EQUITY

3.01 The University and the Union are committed to equal opportunity in employment for women, men, Aboriginal peoples, persons with disabilities and persons who are, because of race or colour, in a visible minority in Canada.

ARTICLE 4 - MANAGEMENT RIGHTS

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

a) maintain order, discipline and efficiency;

b) hire, discharge, direct, classify, transfer, promote, lay off, and suspend or otherwise discipline employees subject to the provisions of this Agreement;

c) establish 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 5 – NO STRIKES, LOCK OUTS

5.01 In view of the orderly procedure for settling grievances, and following the signing of this Agreement, the Employer agrees that it will not cause or direct, during the term of this Agreement, any lockout of its employees and the Union agrees that, during the term of this Agreement, there will be no strike or other collective action which will stop, curtail or interfere with work of the Employer’s operations.

ARTICLE 6 - UNION SECURITY AND CHECK OFF

6.01 As a condition of employment, the Employer will deduct a sum equivalent to the monthly dues from the first pay due to such employee in each calendar month, during the term of this Agreement. The amount of the regular monthly dues shall be those authorized by the Union, and the Director of Finance of the Union shall notify the Employer at least one month in advance of any changes therein and such notification shall be the Employer’s conclusive authority to make the deductions specified. It is agreed that the rate structure of the monthly dues requested shall not require deductions which are incompatible with the Employer payroll system.

6.02 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this article.

6.03 Dues deductions shall become effective from the date of hire. Such dues shall be forwarded to the Accounting Department at 100 Lesmill Road, North York, Ontario M3B 3P8, no later than the fifteenth day of the month following that month in which deduction is taken along with a list of employees from whom deductions were made, such list to show name and amount deducted.

6.04 The Employer agrees to include the annual total of dues deducted on each employee's T4 slip.

ARTICLE 7 - UNION REPRESENTATION

7.01 The Employer agrees to recognize Union Stewards. The Union will notify the Employer of the names of Union Stewards in advance of them being recognized by the Employer.
7.02 It is understood and agreed that Union Stewards have duties to perform as employees and that, if it is necessary to investigate a grievance or attend a grievance hearing during working hours, the Steward will not leave her/his duties without first obtaining the permission of a Shift Manager. The Steward will be required to request leave in writing from a Shift Manager before leaving her/his duties and will notify the Shift Manager in writing on returning to duties. Such requests for leave shall be considered based on operational requirements. It is understood and agreed that operational requirements may necessitate the Steward to return to duties at any time. Employees attending such meetings shall not incur any loss of pay or benefits. For the purposes of this article, the definition of “writing” includes written letter or electronic mail.

7.03 **Labour Management Committee**

The Employer and the Union agree to the formation of a Labour/Management Committee for the purposes of discussing matters of mutual interest. Meetings shall be convened upon mutual agreement of the parties. Meetings shall normally be held at least quarterly and alternately co-chaired by one (1) member of each party. Minutes of meetings will be taken and signed by both parties.

The committee shall be comprised of three (3) representatives selected by the Union and three (3) representatives selected by the Employer, plus guests invited by either party as long as the other party has been notified in advance.

The Committee shall not have the power to modify, alter, or interpret the Collective Agreement or deal with grievances.

Committee members attending such meetings shall not incur any loss of pay or benefits. Committee members attending such meetings during their regularly scheduled day off shall be compensated in time off at straight time for the duration of the meeting. The Employer and the committee member will schedule the time off within the next two (2) shift cycles at a mutually agreed time provided that no overtime is incurred.

**7.04 Negotiating Committee**

The parties agree that there will be a Negotiating Committee comprised of three (3) representatives selected by the Union, plus the Union staff representative as the bargaining agent, and representatives selected by the Employer.

Employees attending negotiation meetings shall not incur any loss of normal pay or benefits.

7.05 The Employer agrees that a staff representative of OPSEU may enter the
workplace and speak with members of the Union during working hours provided advanced notice is given to the Shift Manager or the Assistant Director. Access to certain areas may be restricted for security reasons. It is understood that operational requirements will take priority at any given time.

7.06 Health and Safety Committee

The Employer recognizes a Union representative will be a member of the Joint Health and Safety Committee. If a committee member is required to attend a Joint Health and Safety Committee at any time other than their scheduled shift, the committee member shall be compensated at the rate of one time and one-half (1 1/2) for a minimum of four (4) hours.

ARTICLE 8 - DISCIPLINE

8.01 The Employer shall not discipline or terminate an employee without just cause.

8.02 The Employer and the Union recognize the value of progressive discipline with the purpose of being corrective in application. However, the Employer reserves the right to impose any discipline it deems as appropriate in any particular given circumstance.

8.03 Employees shall have the right to the presence of a Union Steward when formal discipline may be imposed. Employees shall be made aware in advance of any meetings that may involve discipline and their right to Union representation. It is the employee's responsibility to arrange representation; where a Union representative is not available within three (3) working days of notification of the employee, the Employer shall be entitled to conduct the meeting in the absence of the Union. The meeting will be rescheduled if the Union designate is unable to attend due to operational requirements.

Designated Union representatives shall receive their regular pay for all hours while attending meetings on duty.

8.04 Disciplinary action/warnings shall be removed from the employee's personnel file two (2) years after the date of such disciplinary action being recorded, provided there has been no further recurrence of a similar infraction.

8.05 All discipline issued to employees shall be in writing with one (1) copy filed, one (1) supplied to the individual concerned, and one (1) copy to the Union.
ARTICLE 9 – COMPLAINT AND GRIEVANCE PROCEDURE

9.01 Complaint Stage

An employee having a complaint arising out of the interpretation, application, administration, of the Collective Agreement, will first take up the complaint within seven (7) working days after the occurrence of the matter which is the subject of the complaint with her/his manager. It is understood that an employee has no grievance until they have first given their Manager an opportunity to adjust a complaint. The Manager shall have seven (7) working days to seek advice and information and to communicate a response to the employee.

For the purposes of this article, the definition of “writing” includes written letter, facsimile, or electronic mail.

9.02 Grievance Procedure

Step One

Failing satisfactory settlement under Article 9.01, the employee may submit a grievance in writing within seven (7) working days of the decision to the Director, University Safety or designate. A Grievance Form shall include the nature of the grievance, the section or sections of the Agreement which are alleged to have been violated, the remedy sought, and employee and Union representative signatures. The Director, University Safety or a designate and the employee shall meet to discuss the grievance within seven (7) working days. The Director, University Safety or designate shall give her/his answer in writing, within seven (7) working days after the grievance meeting.

9.03 Step Two

If the grievance is not settled at Step One, the grievance may be referred by the Union to the Assistant Vice-President, Human Resources or designate within seven (7) working days of receiving an answer in writing from Step One. A meeting shall be arranged by Human Resources with a representative of the Union within seven (7) working days in order to resolve the dispute. The Assistant Vice-President, Human Resources shall reply in writing within seven (7) working days.

9.04 Individual Grievance

Any dispute affecting one employee constitutes an individual grievance.
9.05 Group Grievance

Any dispute affecting a group of employees which is taken up on their behalf by the Union constitutes a group grievance.

9.06 Policy Grievance

Should any difference arise between the Employer and the Union as to the interpretation, application, administration or alleged violation of the provisions of this Agreement affecting either the Employer or the Union as such, or the employees as a whole, both the Union and the Employer shall have the right to file a grievance at Step Two. This procedure shall not be utilized to circumvent a grievance which should properly be brought as an individual or group grievance.

A grievance of the Employer or a Policy grievance shall be submitted to the Assistant Vice-President, Human Resources, or to the Union Representative in the case of an Employer grievance within seven (7) working days of when the incident giving rise to the grievance would reasonably have been known to the Union or to the Employer.

9.07 Suspension/Discharge

In the case of suspension or discharge, a grievance shall be introduced at Step Two of the grievance procedure within seven (7) working days after receipt of written notification of the suspension or discharge.

9.08 Time Limits

Saturdays, Sundays and paid holidays will not be counted in determining the time within which any action is to be taken or completed under the grievance, arbitration or job posting procedures. Time limits may be extended by mutual agreement in writing between the parties hereto.

9.09 The Employee shall have the right to the presence of a Union Steward at any stage of the grievance procedure, including the complaint stage.

ARTICLE 10 - MEDIATION/ARBITRATION

10.01 Prior to referring a grievance to arbitration, the parties will discuss the possibility of mediation, using a mutually agreed-upon mediator, in the interests of resolving disputes as early as possible. The Union or the University may withdraw from the mediation process on a without prejudice basis to either party at any time, and resume the grievance process.
10.02 Arbitration Procedure

Notice of Intention to invoke the Arbitration procedure by either party shall be given in writing within ten (10) working days of the outcome of Step Two of the grievance procedure, but not thereafter. If Notice of Arbitration is not given within the ten (10) working days, the grievance shall be deemed settled.

The Notice of Intention to proceed to arbitration shall contain the details of the grievance, a precise statement of the matter in dispute, and a statement of the actual remedy sought by the party from an Arbitrator.

10.03 The matter shall be referred to a single Arbitrator agreed to by both parties. If within fifteen (15) working days the parties have not reached an agreement regarding the nomination of a single Arbitrator, the appointment of the Arbitrator shall be made by the Minister of Labour for Ontario upon the request of either party.

The parties may, by mutual agreement, agree that the grievance be referred to a Board of Arbitration.

The Arbitrator shall hear and determine the difference or allegation and shall issue a decision, and that decision shall be final and binding upon the parties and upon any employee(s) affected by it.

10.04 No person shall be selected as Arbitrator who:

(a) is acting, or has within a period of six (6) months preceding the date of her/his appointment acted in the capacity of solicitor, legal advisor, or counsel to either of the parties; or who

(b) has any pecuniary interest in the matters referred to her/him, as the case may be.

10.05 In no event shall the Arbitrator have the power to alter, modify or amend this Agreement in any respect.

10.06 Each party will equally share the fees and expenses of the Arbitrator. Employees who are called as witnesses at arbitration hearings shall be given release time from their regular duties with no loss of compensation or benefits. Each party shall bear the expenses of its representatives and participants and for the preparation and presentation of its own case.

10.07 No matter may be submitted to Arbitration which has not been properly carried
through all the requisite steps of the grievance procedure.

**ARTICLE 11 - PROBATIONARY EMPLOYEES**

11.01 All new continuing and term employees are required to successfully complete a probationary period of twelve (12) months of continuous service. Interim written evaluations will be conducted approximately quarterly, the results of which will be provided to the employee. The final written evaluation will be conducted at twelve (12) months’ continuous service at which time the Employer will confirm the employee in her/his position or terminate the employee.

The Employer may, with the agreement of the Union, extend the probationary period if the employee requires more training to meet job expectations.

If the employee satisfies the conditions of probation earlier than twelve (12) months, the Employer may confirm the successful completion of probation at any time between six (6) and twelve (12) months. Following probation, seniority shall date back to the employee's date of hire in the continuing or term position.

Notwithstanding the above, the probationary period for new continuing and term employees in the position of Communications Operator/ Dispatcher will be six (6) months of continuous service with an interim written evaluation at approximately three (3) months and a final written evaluation at six (6) months.

An employee must successfully complete her/his probationary period before she/he is eligible for consideration of another position, unless it is in the Employer’s interest to consider her/him for transfer.

**11.02 Special Constable Status**

A probationary employee appointed initially as a Campus Safety Officer must be able to qualify for and be granted Special Constable designation within the twelve (12) month continuous service period; otherwise, her/his employment will be terminated. Should the probationary employee be granted Special Constable designation after six (6) months but prior to twelve (12) months, the probationary period shall be deemed complete. Should such designation be delayed, the Employer may with notice and explanation to the Union, extend the probationary period pending the granting of said designation. The Employer will endeavor to ensure all necessary training is provided to the employee at the first opportunity.

Should an employee’s Special Constable appointment be revoked, or not renewed for whatever reason by the provincial Ministry or the Ottawa Police Services Board, her/his employment shall be terminated. In the event that a
Special Constable’s appointment is suspended by the provincial Ministry or the Ottawa Police Services Board, the employee may be suspended for the duration.

Nothing in this provision shall be interpreted such as to prevent the Employer from unilaterally terminating the Special Constable agreement with the Ottawa Police Services Board.

11.03 The Employer may discharge an employee at any time during the probationary period, without cause and at the sole discretion of the Employer, unless the discharge was discriminatory, arbitrary or in bad faith.

11.04 Where the Employer has reclassified a position downward, the employee shall be placed on the pay grid in the new classification at the applicable pay rate. The employee’s salary shall be maintained at the employee’s former pay rate.

Where the reclassification is as a result of actions or directives external to and beyond the control of the University, the employee’s salary rate will be adjusted down to the pay rate of the lower classification.

ARTICLE 12 – SENIORITY, LAYOFF AND RECALL

12.01 (a) Seniority, as referred to in this Agreement, shall mean the length of continuous service a continuing or term employee has with the Employer within this bargaining unit.

(b) The Employer agrees to observe the seniority of Student Safety Patrol (SSP) employees, Assistant Dispatch employees, and Auxiliary Campus Safety Officer employees for the purpose of lay-off and recall, within their respective employee pool.

12.02 Accumulation of Seniority

Seniority shall accumulate in the following circumstances:

(a) when actually at work;

(b) when absent due to approved vacation, or holidays;

(c) to the extent that the employee is covered by the sick leave provisions of the Collective Agreement;

(d) during the first one-hundred and twenty (120) days of a leave of absence; and
(e) while on pregnancy/parental leave.

12.03 Loss of Seniority

An employee shall lose seniority if she/he:

(a) voluntarily quits the employ of the University;

(b) is dismissed with just cause;

(c) is absent for reason of illness or injury for more than twenty-four (24) months;

(d) has been laid off for more than one (1) year;

(e) accepts gainful employment while on a paid leave of absence without first obtaining the consent of the Employer, to be confirmed in writing;

(f) fails to return to work within ten (10) days following the termination of an authorized leave of absence without a reason satisfactory to the Employer;

(g) following a layoff, fails to advise the Employer within five (5) working days of receipt of notice to return to work, of her/his intention to return to work or fails to report for work on the date and at the time specified in the said notice.

12.04 Seniority List

A current seniority list will be prepared and provided to the Local President twice each year during the term of this Agreement, with one occasion being in September. The Union will have thirty (30) days to inform the Employer of any errors and/or omission to the list to be adjusted if established to be inaccurate.

12.05 Notice of Lay-Off

The Employer will consult with the Union to minimize any adverse effects of a long-term or permanent layoff (greater than thirteen (13) weeks’ duration) on employees and maximize creative approaches that meet the interests of the Employer and employees.

Accordingly, in the event of such a layoff, the Employer shall notify employees who are to be permanently laid off in accordance with the following schedule:
(a) Upon completion of the probationary period and with up to one (1) year of service – one (1) week;

(b) Over one (1) year of service, less than three (3) years – two (2) weeks;

(c) Three (3) years of service or more - one (1) week for each year of service to a maximum of eight (8) weeks.

If the employee to be laid off has not been given the opportunity to work the amount of time specified in the above schedule, she/he shall be paid in lieu of that part of the notice required in the schedule during which work was not available.

One week’s pay is equal to the average amount an employee would have received at her/his regular rate of pay for non-overtime work week.

12.06 In the event of layoff, the Employer shall lay off employees in the reverse order of their seniority within their job classification, providing that those employees who remain on the job have the qualifications and ability to perform the work.

12.07 Change of Address

It shall be the duty of each employee to notify and keep the Employer informed promptly of any change of address, telephone number, and e-mail. If any employee should fail to do so, the Employer will not be responsible for failure of such notice to reach the employee.

ARTICLE 13 – JOB SECURITY

13.01 (a) No Contracting Out

There should be no “contracting out” of any job covered by the scope of this collective agreement in whole or in part during the course of this agreement. The Employer agrees to employ the services of the Department of University Safety for all security and law enforcement duties at Carleton University prior to securing services from an outside vendor.

Notwithstanding the foregoing, the Employer may contract out work usually performed by members of the bargaining unit provided it does not cause a layoff or reduction of regular working hours for current employees or in order to meet the staff complement necessary for special events.
(b) **Work of the Bargaining Unit**

Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, if bargaining unit employees are deprived of working normal hours.

Nothing in this clause shall limit those designated as Special Constables from exercising their authority as defined in the Memorandum of Agreement with the Ottawa Police Services Board.

**ARTICLE 14 - HOURS OF WORK AND OVERTIME**

14.01 **Hours of Work**

The work week shall begin on Saturday at 7PM (1900h).

Regular hours worked as part of the shift schedule which are in excess of forty (40) hours per week on average shall be accrued. Employees may bank time to a maximum of forty-eight (48) hours, or be paid out at the end of the shift cycle at straight time. Such shift or work schedules may be changed to meet operational requirements.

Authorized time worked by an employee in excess of her/his regularly scheduled work day or work week shall be overtime and paid at one and one-half (1½) times the regular hourly rate of pay to the nearest half-hour. Total hours worked per shift shall not exceed sixteen (16) continuous hours, except in emergency situations.

Where additional overtime shifts (or call backs) are available for Communications Operator/Dispatcher positions, the Employer shall offer extra shifts to available Communications Operator/Dispatchers first in accordance with seniority.

Where additional shifts are available for Student Safety Patrollers, the Employer shall endeavour to assign shifts in an equitable manner.

14.02 **Shift Schedules**

Shift schedules are posted on-line and updated as required. Posting of schedules shall not be less than fifteen (15) weeks’ notice. The Employer may change the shift schedule of an employee upon giving notice of four (4) days or more. If less than four (4) days’ notice is given, the Employer shall pay the employee a
premium of half the hourly rate for the portion of the shift that has been changed in addition to the normal rate of pay for the shift. The Employer will seek to obtain the agreement of the Employee before changing her/his schedule; however, the Employer reserves the right to change schedules in the event that there is no mutual agreement.

Hours of work can be modified without premium or penalty if Employer and Employee mutually agree to the change. Requests will not be unreasonably denied.

Auxiliary Campus Safety Officers’ schedule shall be posted, at a minimum, of one (1) month in advance.

Student Safety Patrollers’ and Assistant Dispatchers schedule shall be posted, at a minimum, of two (2) weeks in advance.

14.03 Shift Relief

It is agreed that employees on shift shall not leave their place of work until properly relieved by another employee or until authorized to do so by their Manager.

14.04 Mutual Shift Exchange

It is agreed that an employee may relieve another employee of her/his regular scheduled shift on the basis of mutual agreement and with the consent of the Manager. Any exchange of proposed shifts must be submitted to a Manager for approval with details as to the shift(s) being relieved and repaid. Such request shall not be unreasonably denied. No overtime will be paid to the employee(s) working a mutual shift exchange.

14.05 Rest and Eating Periods

All employees will be permitted a rest break of up to thirty (30) minutes per shift, except in cases of emergency. This rest break may be broken into two (2) or more shorter breaks as circumstances permit.

Employees will be allowed a thirty (30) minute eating period for every five (5) hours worked. Pending operational requirements, it is agreed that the employee may combine two (2) thirty (30) minute eating periods into a single one (1) hour eating period.

14.06 Overtime Cancellation
When an employee is scheduled to work an overtime assignment, and such overtime work is no longer required, the Employer shall make every reasonable effort to notify the employee of the cancellation of overtime. Should the Employer fail to notify the employee four (4) hours prior to the employee's scheduled start time of the overtime assignment, the Employer will pay the employee four (4) hours pay at the straight time rate. Employees will be contacted in person, by phone, or by leaving a voice message.

**14.07 Call Back**

An employee called back to work outside her/his scheduled shift hours shall be paid a minimum of four (4) hours at straight time rate. A call back is defined as a return to work which begins and ends outside of the regularly scheduled shift.

It is agreed that overtime and call back are mandatory to meet job requirements to a maximum of sixty (60) hours of work per week, except in emergencies. When mandatory work is required, employees off duty will be called first, prior to employees on duty, and it is understood that it may be necessary for employees to remain on duty past the end of their shift until other employees are able to arrive at work.

**14.08 Court Appearance**

The employee shall notify her/his manager immediately upon her/his notification that she/he will be required to attend court and present proof of service requiring her/his attendance.

When an employee is required to attend court as part of her/his duties and is prevented from going off duty at the normal time, time in excess of the normal shift shall be paid at time and one-half (1 1/2).

When an employee is required to attend court as part of her/his duties on a day that is scheduled as her/his day off, the employee will be paid a minimum of four (4) hours at straight time or at time and one-half (1 1/2) for the duration of the appearance, whichever is greater.

When an employee is required to attend court as part of her/his duties and is scheduled to work the night shift prior to or following the court appearance so that she/he will not have time to rest, the Manager will arrange for the employee to leave work early from or arrive at work late on the night shift so that she/he will have eight (8) hours between the shift and the court appearance. This time will be rescheduled by the Shift Manager. This paragraph may be waived if the Manager and the employee mutually agree.
When an employee is required to attend court as part of her/his duties, her/his expenses incurred shall be reimbursed as per Human Resources Policies.

14.09 An employee who reports to work on their scheduled shift is sent home by the Employer due to lack of available work or an emergency shall be paid her/his regular rate of pay for all time worked with a minimum guarantee of four (4) hours pay. Where regular duties are not available, the employee shall be required to perform any duties assigned by the Employer.

**14.10 Lieu Time Bank**

Excess hours worked or earned through overtime or statutory holidays, at the employee’s option, may be taken as time off at the rate of time and one-half (1 ½), or cash paid out in the next pay period. Banked time off must be taken during each fiscal year (currently May to April each year) and will be scheduled off with the approval of the Manager. Banked lieu time remaining at the end of March each fiscal year that has not been scheduled as time off shall be paid out at the end of April for each fiscal year at the employees current rate. Once time off from one fiscal year is scheduled to be taken in the following fiscal year, it cannot be converted back to the lieu time bank or paid out.

**ARTICLE 15 – STATUTORY/PAID HOLIDAYS**

15.01 The following days shall be recognized as Statutory or Paid Holidays:

<table>
<thead>
<tr>
<th>Day before New Year's Day</th>
<th>New Year's Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family Day</td>
<td>Good Friday</td>
</tr>
<tr>
<td>Easter Monday</td>
<td>Victoria Day</td>
</tr>
<tr>
<td>Canada Day</td>
<td>Civic Holiday</td>
</tr>
<tr>
<td>Labour Day</td>
<td>Remembrance Day</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Boxing Day</td>
<td></td>
</tr>
</tbody>
</table>

For purposes of work scheduling, the holiday is deemed to commence with the start of the Night Shift (7:00 p.m.) on the day before the holiday and end with the Day Shift (7:00 p.m.) on the holiday.

An employee who works on a Statutory or Paid Holiday shall receive pay at the rate of one and one-half (1½) times the hourly rate for the hours worked for such holiday.

An employee who does not work on a Statutory or Paid Holiday shall be granted eight (8) hours or twelve (12) hours of time off with pay or be paid at regular
straight time for eight (8) hours or twelve (12) hours. The time off is to be taken at a time mutually agreed to between the Employer and the individual employee.

15.02 Employees shall work the last scheduled workday before and the first scheduled work day following the holiday to qualify for pay for the above holiday. These scheduled workdays do not refer to days when the employee is absent on approved leave with pay.

15.03 No Pyramiding

Premium payments shall not be duplicated where overtime is worked under any of the terms in this Collective Agreement. Payment shall be made under the single provision which provides the highest rate of pay.

ARTICLE 16 - VACATION WITH PAY

16.01 Annual vacation shall be earned monthly at the rate of one-twelfth (1/12) of the employee’s annual vacation entitlement; such vacation entitlement will be calculated according to number of years’ service from date of hire, as follows:

<table>
<thead>
<tr>
<th>Years' Service</th>
<th>Hours per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than one (1) year</td>
<td>10 hours</td>
</tr>
<tr>
<td>One (1) year or more</td>
<td>120 hours</td>
</tr>
<tr>
<td>Six (6) years’ service</td>
<td>128 hours</td>
</tr>
<tr>
<td>Seven (7) years’ service</td>
<td>136 hours</td>
</tr>
<tr>
<td>Eight (8) years’ service</td>
<td>144 hours</td>
</tr>
<tr>
<td>Nine (9) years’ service</td>
<td>152 hours</td>
</tr>
<tr>
<td>Ten (10) years’ service</td>
<td>160 hours</td>
</tr>
<tr>
<td>Fifteen (15) years’ service</td>
<td>176 hours</td>
</tr>
<tr>
<td>Eighteen (18) years’ service or more</td>
<td>200 hours</td>
</tr>
</tbody>
</table>

On an employee’s twenty-fifth (25th) anniversary date, she/he shall be granted an additional eighty (80) hours annual vacation for that year only.

16.02 Vacation credits are to be used on a year-to-year basis by employees to take vacation and are not normally to be carried over beyond an employee’s annual entitlement, except with the express approval of the Employer. The Employer shall ensure that all employees are granted the opportunity to use their annual vacation entitlement in each year.

16.03 Compensation for Statutory Holidays Occurring during Annual Vacation

When a Statutory or Paid Holiday is observed during an employee’s annual vacation, the employee will not record it as a day of annual leave but will
observe it as a Statutory or Paid Holiday.

**16.04 Scheduling Annual Vacation**

Annual vacation shall be drawn by employees in each team in order of seniority. The employee shall schedule annual vacation in one (1) or more draws. The employee may draw any portion or all of her/his earned annual vacation in one block of consecutive time.

Subsequent draws in order of seniority may be taken after the first draw has been completed by all employees on the team. Subsequent draws will continue until employees have scheduled their vacation entitlement.

The annual vacation draw shall commence no earlier than March 1st of each year and shall be completed no later than March 31st.

Any changes to scheduled annual vacation must be approved by the Manager. Except in emergency situations, once vacation has been approved no changes shall be made unless mutually agreed to by the employee and the Employer.

Requests for available vacation time that are made outside of the team draw process shall be approved on a first-come, first-serve basis. Such requests shall not be unreasonably denied. The Employer shall not be required to incur additional shift change overtime costs in order to approve a request for vacation made under this paragraph.

**16.05 Reporting Annual Leave**

Employees are required to report annual leave taken by completing a monthly leave report and submitting it to their Managers.

**16.06 Vacation Entitlement While on Leave Without Pay**

The Employer will hold an employee's accumulated annual leave credits while the employee is on leave without pay. However, annual leave will not accrue during this period. In the case of an incomplete month of service, the employee is entitled to that months' vacation credit only when the employee has worked one-half (1/2) or more of the working days in the month.

**ARTICLE 17 - SICK LEAVE**

**17.01 Definition**
Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, or disabled because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act. In order to qualify for paid sick leave, an employee must be a continuing or term employee and unable to work due to illness or injury.

17.02 Sick Leave Credit

Sick leave credit shall accrue for full-time continuing and term employees at the rate of twelve (12) hours for each calendar month of service to a maximum of 1040 hours. Part-time employees shall accrue sick leave credit on a pro-rated basis according to the hours of work.

An employee will be allowed to voluntarily transfer sick leave credits to a maximum of sixty (60) hours from her/his accumulated credits to that of another employee for extended periods of illness provided that the total amount of sick leave transferred does not exceed the requirements of the employee receiving such credits. At no time shall any transfer of sick leave credits to another employee reduce the number of sick leave credits to less than one hundred and forty-four (144) hours for the employee’s use. Forms of Authorization shall be circulated by the Union, signed by the donor(s), and presented to the Employer. Probationary employees shall not be subject to the provision of this clause.

17.03 Required to Call In

When any employee is unable to report for work due to sickness or injury, the employee must notify the Shift Manager as soon as possible with a minimum of eight (8) hours’ notice whenever possible and no later than one (1) hour before the employee was scheduled to commence work, except in unforeseen circumstances. The Employer must be kept informed of the anticipated return to work date. All incidents of absence and lateness shall be recorded and reported in accordance with the applicable procedures and practices established by the Employer.

17.04 Medical Certificate

The Employee must satisfy the Employer that she/he is ill and unable to work. An employee may be required to provide a medical certificate from a physician and must provide a medical certificate for any illness in excess of any four (4) consecutive working days. Any request for a medical certificate prior to four (4) days will be reimbursed by the Employer.

17.05 Misuse of Sick Leave
Where it has been established that an employee has misused the sick leave provisions, such misuse will be cause for discipline.

17.06 Sick Leave Pay while Drawing Workplace Safety and Insurance Payments

An employee who is prevented from performing her/his regular work with the Employer as a result of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act shall receive from the Employer the difference between the amount paid by the Workplace Safety and Insurance Board and the employee's regular salary from the first day of the said accident. Payment from the Employer shall not exceed a term of fifteen (15) consecutive weeks for each accident compensable by the Workplace Safety and Insurance Board.

17.07 Hospitalization during Vacation

An employee who is hospitalized or totally incapacitated during her/his vacation period will be allowed to draw sick leave with pay for the period of time for which she/he is hospitalized or incapacitated provided that the employee furnishes proof of such hospitalization or incapacity to her/his Shift Manager.

ARTICLE 18 - JOB POSTING

18.01 Where a vacancy exists for staffing of a continuing or term position, notice of such vacancy shall be posted on the HR website for a minimum of eight (8) working days. Such job postings shall contain the following information: basic qualifications and skills, salary range, access to the job description where applicable.

18.02 It is agreed that continuing and term employees in the bargaining unit shall be given first consideration in accordance with the provisions of Article 18:01. If the Employer is unable to select from amongst those applicants a successful candidate, then applications, including those from outside the bargaining unit, will be given consideration in filling the vacancy.

18.03 When selecting an employee to fill a posted vacant bargaining unit position, the Employer agrees to use all available information to determine which employee is best qualified to fill the position. Where the qualifications for the position are equal between the applicants, seniority shall be the governing factor.
18.04 Trial Period

In the event that the successful applicant is a current continuing or term employee, the employee shall be placed on a trial period of four hundred (400) working hours in the new position. Conditional on satisfactory service, such trial promotion or transfer shall be confirmed after the period of four hundred (400) working hours.

18.05 If the employee finds the position unsatisfactory or is unable to meet the basic requirements of the position, she/he shall be returned to her/his former position, or to an equivalent position without loss of seniority and at her/his former salary rate. Any other employee promoted or transferred because of the rearrangements of the positions shall be returned to her/his former position or to an equivalent position without loss of seniority and at her/his former salary rate; any new employee hired to backfill a former position shall be terminated.

18.06 Limitation on Application

An employee must successfully complete his/her probationary period before he/she is eligible for consideration of another position, unless it is in the Employer's interest to consider her/him for transfer.

An employee who has been successful in filling a posted job vacancy must serve at least six (6) months in the position before she/he is eligible for consideration for any other position, unless it is in the Employer's interest to consider her/him for transfer.

18.07 Explanation to Employees

An unsuccessful applicant shall be granted an interview upon request in order to discuss areas where improvements might be made.

ARTICLE 19 - JOB CLASSIFICATIONS

19.01 (a) In the event the Employer establishes any new job classification within the bargaining unit, the Employer will discuss the provisions of the job classification with the Union prior to its establishment. Nothing in this clause shall be interpreted to prevent the Employer from establishing any new job classification, and staffing same in accordance with the terms of this Agreement.

(b) Job descriptions shall be reviewed with the local Union every two (2) years. Nothing in this clause shall be interpreted to prevent the Employer
from establishing and amending job descriptions at the Employer’s sole discretion.

**ARTICLE 20 – LEAVES OF ABSENCE**

**20.01 Bereavement Leave**

The Employer shall grant four (4) working days off without loss of pay in order to make the necessary arrangements and to attend the funeral of a member of the employee’s immediate family. Immediate family is defined as spouse or same sex partner, parent, child (stepchild), grandchild, sibling (including stepbrother, stepsister), parent-in-law, grandparent, guardian or ward.

In the event of the death of an employee’s sister-in-law, brother-in-law, daughter-in-law, son-in-law, or grandparent-in-law, the Employer shall grant three (3) days off with pay to attend the funeral.

In the event of the death of an aunt, uncle, niece or nephew the Employer shall grant one (1) day off with pay to attend the funeral.

In exceptional circumstances, the Director of Safety may approve additional paid bereavement days.

**20.02 Jury Duty/Witness Leave**

The employee shall notify her/his manager immediately upon her/his notification that she/he will be required to attend court and present proof of service requiring her/his attendance.

The Employer shall compensate any employee who is subpoenaed or summoned to a tribunal or judicial proceeding arising from the course of her/his employment or who is required for jury duty the difference between her/his normal earnings and payment she/he received for attendance.

**20.03 Leave of Absence Without Pay**

An employee may apply for a leave of absence without pay for personal reasons providing she/he makes a written request stating reasons to the Director and subject to the approval of the Assistant Vice-President, Human Resources. Permission for such leaves of absence is subject to operational requirements and shall not be unreasonably denied. The employee shall be allowed to continue with all benefit plans provided she/he pays all premiums.
20.04 Pregnancy Leave

(a) The Employer shall grant the birth mother seventeen (17) weeks pregnancy leave on request for the care of a newly-born child provided the employee has thirteen (13) weeks of continuous employment with the University prior to the baby’s expected due date.

(b) The employee who applies for and is declared to be eligible to receive Employment Insurance maternity benefits is entitled to receive from the Employer while on pregnancy leave:

   i. For the one (1) week of waiting period provided for in the employment insurance plan, a payment equal to ninety-five percent (95%) of weekly gross salary;

   ii. for each of the fifteen (15) weeks where the Employee receives Employment Insurance maternity benefits, complementary payments equal to the difference between ninety-five percent (95%) of weekly gross salary and the Employment Insurance payment received.

(c) Such payments will be made provided the employee is not receiving other earnings or payments such that the combined weekly payment (including Employment Insurance benefits, supplementary University payments and other employment earnings) exceeds ninety-five percent (95%) of normal weekly earnings.

(d) Supplementary pregnancy leave payments shall not be made by the University:

   i. beyond an employment termination date;

   ii. should Human Resources and Skills Development Canada disqualify the employee from receiving Employment Insurance, maternity benefits; or

   iii. unless the employee is a continuing or term employee who has at least six (6) months service.

(e) Should Human Resources and Skills Development Canada eliminate or reduce the payment of Employment Insurance maternity benefits, the employee shall be entitled to receive from the Employer payments equivalent to those which would have been made under the Employment Insurance SUB plan at the time immediately prior to its elimination or
(f) While on pregnancy leave, the employee receiving supplementary leave benefits shall continue to participate in the University benefit plans on a normal cost-sharing arrangement. 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 employer share of staff benefit plans if the employee agrees to continue paying the employee share of the premiums.

(g) The Employer will maintain the annual and sick leave credits while on pregnancy leave. The employee will be credited with vacation leave credits accrued during the leave period upon the employee’s return from pregnancy leave.

(h) An employee on approved pregnancy leave shall accrue service.

(i) A continuing employee who returns to work from pregnancy leave shall be returned to the position held prior to the leave or a comparable job if that job no longer exists. A term Term employee who returns to work from pregnancy leave shall be returned to the position held prior to the leave provided the expiry date of the leave does not exceed the specified termination date of the term appointment. Auxiliary Campus Safety Officers and Student Safety Patrol employees who return to work from pregnancy leave shall be returned to the position held prior to the leave provided the work still exists.

20.05 Parental/Primary Caregiver Leave

(a) Upon request, birth mothers who take pregnancy leave are entitled to up to thirty-five (35) weeks’ parental leave without pay or such greater period of time as may be conferred by applicable legislation as amended from time to time.

(b) Birth mothers who do not take pregnancy leave and other new parents, including adopting parents, are entitled to up to thirty-seven (37) weeks’ parental leave provided they have been employed for at least thirteen (13) weeks with the University before the commencement of the leave.

(c) The terms and conditions that apply to supplementary pregnancy leave benefits for birth mothers as outlined under Pregnancy Leave (b), (c), (d), and (e) will also apply to those parents who have not taken pregnancy leave and for other new parents, including adopting parents, provided the claimant is eligible and approved for Employment Insurance leave.
payments. Only continuing or term employees are eligible for supplementary leave benefits.

(d) While on parental leave, the employee receiving supplementary leave benefits shall continue to participate in the University benefit plans on a normal cost-sharing arrangement. Benefits and benefit plan premiums will be based on the nominal salary. When not receiving supplementary parental leave benefits, the Employer shall continue to pay the employer share of applicable staff benefit plans if the employee agrees to continue paying the employee share of the premiums.

(e) The Employer will maintain the employee’s annual and sick leave credits while he/she is on parental leave. The employee will be credited with vacation leave credits accrued during the leave period upon the employee’s return from parental leave.

(f) An employee on approved parental leave shall accrue service.

(g) A continuing employee who returns to work from parental leave shall be returned to the position held prior to the leave or a comparable job if that job no longer exists. A term employee who returns to work from parental leave shall be returned to the position held prior to the leave provided the expiry date of the leave does not exceed the specified termination date of the term appointment. Auxiliary Campus Safety Officers and Student Safety Patrol Employees who return to work from parental leave shall be returned to the position held prior to the leave provided the work still exists.

20.06 Special Leave

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

Illness in the employee’s household and/or immediate family - up to 36 hours per occasion

Fire or other disaster resulting in property damage in the employee’s residence - 24 hours per occasion

Medical, dental and legal appointments requiring absence from work, depending upon duration and time of appointment - up to 12 hours per occasion
Moving of a household - 24 hours per occasion
Writing an examination - 6 hours per occasion
Marriage - up to 24 hours at the employee's discretion
Father for birth/adoptive of his child - 24 hours per occasion; must be taken within the first month of the birth or adoption
Non-Christian religious observation - 24 hours per year

Immediate family, for this article, is defined as the employee’s spouse, parents, children, step parent, foster parent, step child, ward or foster child.

20.07 Leave of Absence – Union Business (Convention and Seminars)

Subject to the approval of the Director, University Safety and the Assistant Vice-President, Human Resources, and upon the written request at least ten (10) working days in advance, leaves of absence without pay or loss of seniority may be granted provided such leaves will not incur overtime by the Employer.

Leaves of absence shall apply to employees who may be elected or appointed by the Union to attend any authorized labour conventions. The leave of absence is to be confined to the actual duration of the convention or educational seminar and the necessary travel time. Such leave shall not exceed twenty (20) working days in total for the bargaining unit in any calendar year and shall not be unreasonably denied.

The Employer will agree to continue to pay the employee(s) her/his regular wages and the Union agrees to reimburse the Employer for the employee’s time off work for this purpose.

ARTICLE 21 - BULLETIN BOARDS

21.01 The Employer agrees to provide one bulletin board for official Union notices.

ARTICLE 22 – WAGES AND WAGE PREMIUMS

22.01 Salary Rates
The Employer agrees to pay the schedule of wages attached hereto in Schedules 1, 2, 3 and 4 and which form a part of this Collective Agreement.

22.02 Wage progression on the grid shall occur from one step to the next on the employee's anniversary date provided the employee's personnel record is free of disciplinary or adverse reports during the previous twelve (12) month period. However, for the purpose of wage progression, discipline or adverse reports may only prevent movement on the grid for up to twelve (12) months from the date of issue.

Student Safety Patrollers (SSPs) and Assistant Dispatchers shall progress from Step 1 to Step 2 on the commencement of their second fall/winter term contract.

22.03 It is understood that each year the Manager will meet with the employee to conduct a performance assessment.

22.04 Coach Officer Premium refers to an hourly premium paid to qualified continuing employees assigned by a manager as a coach officer to provide recruit training to a new employee or specific training to an employee assigned new tasks not normally within their assigned duties. Examples of this training include NWRC post training, parking enforcement training and dispatch training. Coach Officer Premium will be paid during the initial training period. If it is determined that additional guidance is required after the initial training period, the original Coach Officer shall not receive additional Coach Officer Premium to further assist the trainee. The Coach Officer shall complete an assessment detailing the training provided and the trainee's achievements during the training period.

ARTICLE 23 - BENEFITS

The Pension, the Supplementary Medical Insurance, the Group Life Insurance, the Long-Term Disability Insurance, and the Dental Plan which are available for continuing and term employees shall be voluntary or compulsory according to the terms of the plans during the period of this Agreement.

23.01 Pension Plan

Continuing and term employees shall participate in the Carleton University Pension Plan in accordance with the terms of the plan as the same may be amended from time to time by the Employer during the term of this Agreement. Participation is mandatory after the age of thirty (30) years.

23.02 Long-Term Disability Plan
Continuing and term employees shall participate in the Long Term Disability plan, subject to its terms and as amended from time to time by the Employer.

23.03 Supplementary Health Plan

Continuing and term employees shall participate in the Supplementary Health Plan, subject to its terms, and as amended from time to time by the Employer.

23.04 Dental Plan

Continuing and term employees may participate in the Dental Plan, subject to its terms, and as amended from time to time by the Employer.

ARTICLE 24 - CLOTHING AND EQUIPMENT

24.01 (a) The Employer shall furnish the necessary pieces of clothing and any protective equipment required by uniformed Special Constables and Campus Safety employees to perform their work functions. Uniforms and equipment will be issued in accordance with the Department of University Safety (Patrol Services) Directive and schedules contained within the Memorandum of Understanding between the Ottawa Police Services Board and Carleton University concerning equipment issue, identification, and uniforms. Uniformed employees shall wear and use such approved clothing and equipment appropriately while on duty. Clothing and equipment shall be replaced when damaged or worn out and requests for replacement of unserviceable items shall not be unreasonably denied. The Employer will ensure that each officer will be outfitted in uniform appropriate to the season and provided with any protective equipment required to perform her/his assigned duties.

(b) Bullet/stab resistant vests will be replaced after five (5) years of issue/wear.

(c) Special Constables, Campus Safety Officers, and Auxiliary Officers assigned to the Bike Patrol Unit will be issued the uniform and required protective equipment necessary to perform this duty.

(d) Duty (winter) boots and (summer) shoes may be replaced up to once per annum for each uniformed employee, excluding Student Safety Patrollers.

24.02 (a) The Employer shall furnish the necessary pieces of clothing and equipment required by Student Safety Patrollers to perform their work functions. Student Safety Patrollers shall wear and use such approved
clothing and equipment appropriately while on duty. Clothing and equipment shall be replaced when damaged or worn and requests for replacement of unserviceable items shall not be unreasonably denied.

(b) Student Safety Patrollers shall be responsible for providing their own boots/shoes for work duty - boots/shoes must conform to the Department uniform standard.

(c) Student Safety Patrollers shall share use of uniform jackets, duty belts, and related duty equipment. The Employer will ensure that shared uniforms are kept in a serviceable condition.

24.03 All items of uniform and equipment on charge to an employee shall be returned to the Employer on termination of employment.

An employee found to be misusing or unable to satisfactorily account for item(s) of uniform and equipment on her/his charge may be held financially liable for replacement or repair of such item(s).

Plain clothes damaged in the line of duty will be replaced by the Employer.

**ARTICLE 25 - MEAL ALLOWANCE/TAXI**

25.01 It is agreed that the Meal Allowance Policy as contained in Human Resources Policies, as amended from time to time, shall apply to the members of this bargaining unit.

25.02 Student Safety Patrollers (SSPs) and Assistant Dispatchers shall be reimbursed for seventy-five percent (75%) of the cost of a taxi to his or her home in the event that his/her shift ends after the cessation of public transit service on campus.

**ARTICLE 26 - EMPLOYEE FILES**

26.01 An employee shall have the right to examine her/his employee file during normal business hours. Examination of such files may be made at a mutually convenient time to the Employer and the employee following a written request from the employee to the appropriate Human Resources office.

**ARTICLE 27 – LEGAL IDEMNIFICATION**
27.01 (a) Subject to the other provisions of this article, an employee charged with and finally acquitted of a criminal or statutory offence because of acts done in the attempted performance in good faith of her/his duties shall be indemnified for the necessary and reasonable legal costs incurred in the defense of such charges.

(b) Notwithstanding (a) above, the Employer may pay necessary and reasonable legal costs of an employee pleading or being found guilty of an offence as described in (a), where the court, instead of convicting the accused, grants her/him an absolute discharge, provided that the Employer considers that the member's actions in the course of performing her/his duties were motivated by an intent to do her/his lawful duty, that such actions do not constitute any of the actions described in (c) hereof, and that such indemnification will not in the opinion of the Employer reduce respect for law enforcement to the community.

(c) Notwithstanding (b) above, the Employer may refuse payment where, in the opinion of the Employer, the actions of the employee from which the charge arose amounted to a dereliction of duty or abuse of her/his powers as an employee.

(d) Where an employee intends to apply to the Employer for indemnification hereunder, the employee shall, within thirty (30) days of being charged, apply in writing to the Employer for approval to retain counsel and approval of the counsel to be so retained.

(e) For the purposes of this provision, a member shall not be deemed to be "finally acquitted" if, as a result of a charge laid, she/he is subsequently found guilty of, or pleads guilty to, other charges arising out of the same incident or incidents, but nothing in this clause will disentitle the member to consideration under clause (d) hereof.

(f) Where an employee is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of her/his duties, as determined by the Employer, she/he shall be indemnified for the necessary and reasonable legal costs incurred in the defense of such an action and the Employer, at its sole discretion, shall have carriage of the defense. Where the employee intends to apply to the Employer for indemnification, she/he shall do so within thirty (30) days of the commencement of the action.

(g) Notwithstanding (f), the Employer may refuse payment where, in the opinion of the Employer, the actions of the employee from which the civil action arose amounted to a dereliction of duty or abuse of her/his powers
as an employee.

(h) An employee whose conduct is called into question in the course of an inquiry under the *Coroner's Act* because of acts done in the attempted performance in good faith of her/his duties as an employee, shall be indemnified for the necessary and reasonable cost incurred in representing her/his interest in any such inquest and the Employer, in its sole discretion, shall have carriage of the defense.

(i) For the purposes of this provision, "necessary and reasonable legal costs" shall be based on the account rendered by the solicitor performing the work, subject initially to the approval of the University General Counsel and, in the case of dispute between the solicitor doing the work and the University General Counsel, assessment of the account pursuant to the rules of civil procedure of Ontario.

(j) For greater certainty, employees shall not be indemnified for legal costs arising from the actions or omissions of employees acting in their capacity as private citizens.

(k) Where the Employer elects to provide legal counsel to defend an employee in any legal proceeding covered by this article, the cost of such counsel is the Employer's responsibility irrespective of the outcome of the proceedings and neither the employee nor the Employer may rely on the other provisions of this article.

**ARTICLE 28 - TERM OF AGREEMENT**

28.01 This Agreement shall commence on the date of the ratification of the Agreement and continue in force and in effect until May 31, 2021, and thereafter shall automatically renew itself for periods of one (1) year unless either party notifies the other party in writing within the period of ninety (90) days prior to any expiry date that it desires to amend or terminate this Agreement.

28.02 If, pursuant to such negotiations an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under the *Ontario Labour Relations Act* have been completed, whichever date should first occur.
Dated at Ottawa this 29th day of June, 2017.

On behalf of the Union:

[Handwritten signatures]

On behalf of the Employer:

[Handwritten signatures]
### SCHEDULE 1
Salary Rates Effective June 1, 2017

<table>
<thead>
<tr>
<th>Position</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Constable</td>
<td>$51,158.52</td>
<td>$56,506.47</td>
<td>$62,412.95</td>
<td>$65,594.45</td>
</tr>
<tr>
<td>Dispatchers</td>
<td>$45,951.97</td>
<td>$48,886.02</td>
<td>$51,821.08</td>
<td>$54,755.13</td>
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<tr>
<td>Campus Safety Officer</td>
<td>$46,239.82</td>
<td>$48,676.95</td>
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<td></td>
</tr>
<tr>
<td>Auxiliary CSO</td>
<td>$22.23</td>
<td>$23.40</td>
<td></td>
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</tr>
<tr>
<td>Student Safety Patrol/Assistant</td>
<td>$12.36</td>
<td>$13.37</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dispatcher</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shift Supervisor (ZIC) Premium</td>
<td>$2.06</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coach Officer Premium</td>
<td>$1.00</td>
<td></td>
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</tr>
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</table>
### SCHEDULE 2
Salary Rates Effective June 1, 2018

<table>
<thead>
<tr>
<th>Position</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Constable</td>
<td>$51,874.74</td>
<td>$57,297.56</td>
<td>$63,286.73</td>
<td>$66,512.77</td>
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<tr>
<td>Dispatchers</td>
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<td>$49,570.42</td>
<td>$52,546.58</td>
<td>$55,521.70</td>
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<td>Campus Safety Officer</td>
<td>$46,887.18</td>
<td>$49,358.43</td>
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<tr>
<td>Auxiliary CSO</td>
<td>$22.54</td>
<td>$23.73</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Safety Patrol/Assistant Dispatcher</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shift Supervisor (2IC) Premium</td>
<td>Hourly</td>
<td>$2.06</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coach Officer Premium</td>
<td>$1.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### SCHEDULE 3
Salary Rates Effective June 1, 2019

<table>
<thead>
<tr>
<th>Position</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Constable</td>
<td>$52,600.99</td>
<td>$58,099.73</td>
<td>$64,172.75</td>
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<td>Dispatchers</td>
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<td>$50,264.41</td>
<td>$53,282.23</td>
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<tr>
<td>Campus Safety Officer</td>
<td>$47,543.60</td>
<td>$50,049.45</td>
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<tr>
<td>Auxiliary CSO</td>
<td>$22.86</td>
<td>$24.06</td>
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<td></td>
</tr>
<tr>
<td>Student Safety Patrol/Assistant Dispatcher</td>
<td>$12.71</td>
<td>$13.75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shift Supervisor (2IC)</td>
<td>Hourly</td>
<td></td>
<td></td>
<td>$2.06</td>
</tr>
<tr>
<td>Coach Officer Premium</td>
<td>Hourly</td>
<td></td>
<td></td>
<td>$1.00</td>
</tr>
</tbody>
</table>
### SCHEDULE 4
Salary Rates Effective June 1, 2020

<table>
<thead>
<tr>
<th>Position</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Constable</td>
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<td>$59,145.52</td>
<td>$65,327.85</td>
<td>$68,657.94</td>
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<tr>
<td>Dispatchers</td>
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<td>Campus Safety Officer</td>
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</tr>
<tr>
<td>Auxiliary CSO</td>
<td>$23.27</td>
<td>$24.49</td>
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</tr>
<tr>
<td>Student Safety Patrol/Assistant Dispatcher</td>
<td>$12.94</td>
<td>$14.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2IC Premium</td>
<td>$2.06</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coach Officer Premium</td>
<td>$1.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
LETTER OF UNDERSTANDING #1

between
Department of University Safety, Carleton University
and
Ontario Public Service Employees Union (Local 404)

Second in Command (2IC)

The Employer will assign qualified Special Constables to the Second in Command (2IC) role when required. The Special Constable can decline being appointed to the 2IC role only when another qualified person is available and accepts the role.

Dated at Ottawa this 29th day of June, 2017.

On behalf of the Union:  
[Signature]

Barbara A. O’Keefe

[Signature]

On behalf of the Employer:

[Signature]

[Signature]
LETTER OF UNDERSTANDING #2

between
Department of University Safety, Carleton University
and
Ontario Public Service Employees Union (Local 404)

Medical Accommodations

The parties recognize the shared responsibility on the parties and the employee concerning accommodation of disabilities (or medical conditions such as pregnancy), whether permanent or temporary.

When an employee notifies the Employer that they are medically unable to perform the full duties of their position, the Employer will advise the employee that they may have a Union representative attend any meetings to discuss the employee’s circumstances, restrictions and options related to modified duties.

With the Employee’s consent, the Employer shall share with the Union information relevant to any workplace accommodation implemented and the requirements of the Employee’s modified duties/position.

With the Employee’s consent, the Employer agrees to consult with the Union and the Employee to review the available facts/evidence regarding the nature and extent of restrictions/abilities and, as required, the available options in the individual’s situation concerning available accommodation for the individual.

Dated at Ottawa this 29 day of June, 2017.

On behalf of the Union:

[Signature]

On behalf of the Employer:

[Signature]
LETTER OF UNDERSTANDING #3

between
Department of University Safety, Carleton University
and
Ontario Public Service Employees Union (Local 404)

Auxiliary Campus Safety Officer Position

The parties agree in consideration of the elimination of the Auxiliary Campus Safety Officer position as follows:

(a) Notwithstanding article 18.02 of the Collective Agreement, the current Auxiliary Campus Safety Officers will be offered the first available TERM Campus Safety Officer Positions should they apply for such vacancies.

Dated at Ottawa this 29th day of June, 2017.

On behalf of the Union:

[Signature]

On behalf of the Employer:

[Signature]
LETTER OF UNDERSTANDING #4

between
Department of University Safety, Carleton University
and
Ontario Public Service Employees Union (Local 404)

National Wildlife Research Centre (NWRC) Position

Whereas the Employer has entered into a contractual agreement with Environment Canada to provide security services for the National Wildlife Research Centre (NWRC);

Now therefore,

(a) The Employer shall create a term position to meet the contractual obligations of the contract and such term position shall be in existence for the duration of the contract.

(b) The Employer may elect to second a continuing employee to fill the NWRC term position and in which case the vacated continuing position may be backfilled by a term employee; such term employee may be renewed at the Employer’s discretion.

(c) The Employer may elect to fill the NWRC term position with a term employee. Such term employee may be renewed at the Employer’s discretion.

(d) It is recognized that the selection of the employee filling this position requires approval of Environment Canada.

Dated at Ottawa this 29 day of June, 2017.

On behalf of the Union:

On behalf of the Employer:

______________________________
Barbara A. CoRob

______________________________
[Signature]

______________________________
[Signature]
LETTER OF UNDERSTANDING #5

between
Department of University Safety, Carleton University
and
Ontario Public Service Employees Union (Local 404)

Parking Enforcement Position

Whereas the Employer has entered into a Service Level Agreement (SLA) with Parking Services to provide parking enforcement for the University;

Now therefore,

(a) The Employer shall create a term position to meet the contractual obligations of the SLA and such term position shall be in existence for the duration of the Agreement;

(b) The Employer may elect to second a continuing employee to fill the SLA term position and in which case the vacated continuing position may be backfilled by a term employee. Such term employee may be renewed at the Employer’s discretion.

(c) The Employer may elect to fill the SLA term position with a term Employee. Such term employee may be renewed at the Employer’s discretion.

Dated at Ottawa this 29 day of June, 2017.

On behalf of the Union:  

On behalf of the Employer:

[Signatures]

Uncontrolled copy of 4-404-10338-20210531-9 CA
LETTER OF UNDERSTANDING #6

between
Department of University Safety, Carleton University
and
Ontario Public Service Employees Union (Local 404)

Other Employee Benefits

ATHLETIC FACILITIES
All Continuing and Term members of the bargaining unit shall have free access to designated facilities of the Carleton University Athletic and Physical Recreation Centre, in accordance with the current practice.

LIBRARY FACILITIES
Employees shall continue to enjoy borrowing privileges at the University Library. All employees with five (5) years’ service upon retirement shall continue to enjoy borrowing privileges at the University Library.

TUITION FEES
a) Continuing employees shall be entitled to register for credit courses which are funded by the Ontario Government free of tuition from the date of employment with the University, but will be required to pay all supplementary fees.

b) This benefit will remain in force so long as its continuance is not prevented by the Ministry of Colleges and Universities, and as long as the Ministry continues to fund students covered by this Article.

c) From date of appointment, the employee's spouse and dependent children shall be entitled to register for credit courses, free of tuition, but they will be required to pay all supplementary fees.

d) If an employee, employee's spouse or dependent is unsuccessful in or withdraws with academic penalty from the course(s) for which she/he registers, the next course must be successfully completed at her/his own expense in order to re-establish this privilege.

e) For the purpose of this Article, a dependent is defined as a spouse or a natural/adopted child of the employee who qualifies for dependent status under the Income Tax Act, or would have qualified if she/he had not earned in excess of the amount which would allow her/him dependent status under the Income Tax Act in the years in which the free tuition is requested.
Dated at Ottawa this 29th day of June, 2017.

On behalf of the Union:

[Signature]

[Signature]

On behalf of the Employer:

[Signature]

[Signature]
LETTER OF UNDERSTANDING #7

between
Department of University Safety, Carleton University
and
Ontario Public Service Employees Union (Local 404)

Compensation for Attendance at Mandatory Training

The parties agree as follows:

(a) When the Employer determines that training is required for a position or classification (as opposed to training required for an individual), all persons in the position or classification shall receive that training.

(b) Employees in attendance at mandatory training occurring outside of their regularly scheduled shifts shall be paid for time so spent in attendance at straight time rates, or for three (3) hours, whichever is greater. In addition, employees shall receive a travel allowance equal to one (1) hour pay at straight time rates to cover travel time and mileage to/from the training location. If an employee falls into the category contained in paragraph 3 below, this paragraph shall not apply.

(c) In the event that an employee’s attendance at mandatory training overlaps with the commencement of her/his regular scheduled shift, the employee shall report to work at the training location. She/he will be compensated for time so spent in attendance at training at straight time rates and, following the completion of training, will return to the workplace to complete the remainder of her/his scheduled shift. Mileage claims submitted by employees for their return travel from the training location to complete their scheduled shift will be reimbursed per the Travel and Related Expenses Policy as contained in Human Resources Policies, as amended from time to time.

(d) When mandatory training is held off campus, employees will be compensated for any parking costs incurred while parked at the training location.

(e) The Employer shall endeavour to schedule mandatory training for a convenient time for all members of the bargaining unit. An employee shall have a minimum of eight (8) hours’ time off between the end of a regular scheduled shift and commencement of mandatory training. Any time lost to provide this eight (8) hours’ time off shall be made up at a future required date/time that is mutually agreeable to the Employer and the employee. This paragraph does not apply to employees who attend this training while also on a scheduled work shift.
(f) Mandatory training may consist of one or more subjects.

(g) Any hours owed back by the employee as a result of mandatory training shall not exceed eight (8) hours per training course.

(h) Following completion of the Special Constable Recruit Training Course, should the Employee voluntarily terminate their employment prior to completing three (3) years of service from their date of hire as a Campus Safety Officer, the Employee agrees to reimburse the Employer for the cost of the course on a prorated basis.

Dated at Ottawa this 29 day of June, 2017.

On behalf of the Union:

[Signature]

[Signature]

On behalf of the Employer:

[Signature]

[Signature]
LETTER OF UNDERSTANDING #8

between
Department of University Safety, Carleton University
and
Ontario Public Service Employees Union (Local 404)

Benefits: The Union should the Employer wish to substitute the carrier the parties agree to meet and the Employer shall provide the Union with the full specifications of the benefits prior to implementation.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Employee</th>
<th>Employer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplementary Health Plan</td>
<td>------</td>
<td>100%</td>
</tr>
<tr>
<td>Dental</td>
<td>25%</td>
<td>75%</td>
</tr>
<tr>
<td>LTD</td>
<td></td>
<td>100%</td>
</tr>
<tr>
<td>Basic Life Insurance</td>
<td>100%</td>
<td>--------</td>
</tr>
</tbody>
</table>

Dated at Ottawa this 29 day of June, 2017.

On behalf of the Union:

On behalf of the Employer:
LETTER OF UNDERSTANDING #9

between
Department of University Safety, Carleton University
and
Ontario Public Service Employees Union (Local 404)

Safe Staffing Levels

The Employer and the Union agree that there is a mutual interest in maintaining safe staffing levels across shifts in a manner that recognizes and enhances officer and community safety.

As such, the Employer acknowledges that it will provide adequate staffing to ensure the safety of all employees. It is recognized that during urgent situations created by short staffing for a short period, an officer may be required to work alone, or with a person other than a Special Constable to fill all or a portion of a shift to enhance safety.

Dated at Ottawa this 29th day of June, 2017.

On behalf of the Union: ____________________________

On behalf of the Employer: ____________________________
LETTER OF UNDERSTANDING #10

between

Department of University Safety, Carleton University

and

Ontario Public Service Employees Union (Local 404)

One-time Ad Hoc Payment

In consideration of the differential impact of the changes to the salary grid structure, the Employer agrees to provide a one-time ad hoc payment in the sum of $1,000.00 (less usual applicable withholdings and deductions) to individuals as agreed through the 2017 bargaining process.

Dated at Ottawa this 29 day of June, 2017.

On behalf of the Union:

[Signature]

On behalf of the Employer:

[Signature]
Letter of Understanding

Between

Carleton University, Department of University Safety (Employer)

and

OPSEU Local 404 (Union)

Re: Assistant Dispatcher Definition

In addition to the information provided regarding Assistant Dispatchers in the Definitions section of the current Collective Agreement, the Employer and Union agree that when staffing for the Assistant Dispatcher position, an Assistant Dispatcher may also be staffed with non-student - and in that case, no academic course requirements will be considered.

This Letter of Understanding shall expire as of May 31, 2021.

Signed this 21 day of November, 2017

For the Union

Devon Reeves

Jennifer Harrington

For the Employer

Brian L. Biddle, Pres.
Letter of Understanding

Between

Carleton University, Department of University Safety (Employer)

and

OPSEU Local 404 (Union)

Re: Student Safety Patroller Employees

The Employer and the Union agree that the normal range of scheduled average work week hours, under the Definitions section of the 2017 – 2021 collective agreement for Student Safety Patroller (SSP) employees, will not apply from September 15, 2018 to April 30, 2019.

Further to Article 14.01, the Employer and Union agree that where the Employer has more than 24 hours’ notice of additional shifts, the Employer shall endeavor to assign those shifts in an equitable manner amongst SSPs who have already completed a full contract (August to April).

The Employer and Union agree to meet in January 2019 to discuss the effectiveness of this agreement and possibility of extension. This Letter of Understanding may be extended for an additional year with mutual agreement between the Employer and the Union.

Signed this 27th day of February, 2018.

For the Union

[Signature]

Date

Feb 16th, 2018

For the Employer

[Signature]

Date

Feb 27th, 2018

For the Union

[Signature]

Date

Feb 27th, 2018

For the Employer

[Signature]

Date

Feb 27/18