

COLLECTIVE AGREEMENT

between

CARLETON UNIVERSITY
Central Heating Plant
Facilities Management and Planning

and

CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 3778

For the Period

April 1, 2021 to March 31, 2024

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THIS AGREEMENT MADE as of the 8th day of April, 2021:

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 and maintain an orderly and mutually beneficial collective bargaining relationship between the Employer and the Employees represented by the Union, to ensure the peaceful settlement of disputes and to provide methods and procedures for the prompt and equitable disposition of complaints and grievances and to establish the terms and conditions of employment relating to remuneration, hours of work, employee benefits and generally all working conditions.

1.02 NO OTHER AGREEMENTS

No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative(s) which may conflict with the terms of this Collective Agreement.

1.03 In this Agreement, the pronouns “they/them/theirs” are used to denote gender neutral persons both singular and plural.

1.04 For the purpose of this agreement working days shall not include Saturdays, Sundays, or statutory holidays.

1.05 Throughout this agreement, the term working shifts is understood to include all days that fall under the employees scheduled days of work.

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/UNION DUES

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 Constitution, 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.

3.02 DUES RECEIPTS

The Employer will list on each employee's Income Tax (T-4) slip the amount of deductions levied for the Union during the previous calendar year.

3.03 INFORMATION CONCERNING EMPLOYEES

The employer shall provide the Union with an electronic current list of all the names, home addresses and home phone numbers of each member in the bargaining unit as of August 1st and February 1st of each year.

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 their 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, gender identity, gender expression, marital or family status, nationality, ancestry, religion and or political affiliation, place of origin, and or 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.

5.02 PRE-APPROVED VACATION PAYMENT DURING A STRIKE/LOCKOUT

If the employer has approved scheduled vacation for an employee before a strike vote has been taken and subsequently the employee goes on strike or is locked out during a time for which the vacation had been scheduled, the employer shall pay to the employee the vacation pay that would have been paid to them with respect to that vacation. *Employment Standards Act 2000, c.41 s. 37 (1)*. If an employee has approved vacation during a strike/lockout and elects to cancel said vacation, the employee will contact the employer in writing prior to the commencement of the scheduled vacation time to cancel their vacation leave. Any cancelled vacation leave credits will be returned to the employee's vacation leave bank.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 Should any dispute arise between the Employer and any Employee as to the interpretation, application, administration and or alleged violation of this Agreement, an earnest effort to settle such a dispute without undue delay shall be made in the following manner: Working days shall align with Article 1.04.

6.02 COMPLAINT

A complaint shall not be considered a grievance, unless the aggrieved employee has first given the immediate Supervisor/Manager the opportunity to adjust the complaint. The Employee has the right to be accompanied by a Union Representative. The Supervisor/Manager has the right to be accompanied by a member of Human Resources. A meeting shall be arranged within seven (7) working days of the Supervisor/Manager being notified of the complaint. The Supervisor/Manager shall inform the Employee and the Union in writing of their decision within five (5) working days after the meeting in which the complaint was discussed. Failing a satisfactory resolution, the matter may then be processed as a grievance. If mutually agreed to by both parties after the complaint stage, the grievance may be taken to step 2.

6.03 STEP ONE

Failing agreement being reached in the complaint stage, the employee shall, with the consent of the Union Representative, file a written grievance with their immediate supervisor within seven (7) working days after the response received from the complaint stage above or when the incident giving rise to the complaint would reasonably have been known to the employee.

6.04 STEP TWO

Failing agreement, the grievance may be submitted to the Director, in writing, stating the grievance concerned and a meeting shall be held with the member and the union representative and Director and Human Resources representative within five (5) working days after receipt of such notice.

6.05 STEP THREE

Failing agreement being reached at Step 2, the Employee with the consent of the union representative, may within five (5) working days present their grievance in writing to the Assistant Vice-President, Human Resources (or their designate). A meeting will occur within seven (7) working days to hear the grievance and the Assistant Vice-President, Human Resources (or their designate) shall render a decision within ten (10) working days after such a meeting.

6.06 STEP FOUR: ARBITRATION

Failing a satisfactory settlement in Step 3, the Union may within fifteen (15) working days of the receipt in writing of the decision in Step 3 refer the dispute to arbitration as provided in the *Labour Relations Act*.

6.07 ARBITRATION

Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the differences or allegation to arbitration and a notice referring a dispute or allegation to arbitration shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall within five (5) working days inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within five (5) working days of the appointment of the second of them appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chairperson governs. The parties may mutually agree to submit such difference to a single arbitrator, whose selection shall be by mutual agreement, and whose fees and expenses shall be equally shared.

6.08 No person shall be selected as a member of an arbitration board who:

(a) is acting, or has within a period of six (6) months preceding the date of their appointment acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties.

(b) has any pecuniary interest in the matters referred to the Board.

6.09 In no event shall the Board of Arbitration have the power to alter, modify, or amend this agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) working days.

6.10 Each party shall pay:

(a) The fees and expenses of the arbitrator it appoints.

(b) One-half of all other expenses of the Board.

- 6.11** The time limits fixed for both the grievance and arbitration procedure may be extended by consent of the parties of this Agreement.
- 6.12** At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Employer's premises to view any working condition which may be relevant to the settlement of the grievance.

6.13 MEDIATION

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding Step four (4) in the grievance procedure, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

6.14 POLICY/GROUP GRIEVANCE

Where a dispute involving a question of general application or interpretation (Policy Grievance) occurs, or where a group of employees have a grievance (Group Grievance), Step 1 of this clause may be bypassed and proceed directly to Step 2 (two). Replies to grievances shall be in writing at all stages. Any award made as a result of a settlement of a grievance shall be made effective as of the date the dispute arose or allegation was made.

6.15 TIMELINES

- (a) Should the Employer exceed the time limits specified in this article, with the exception of agreed to extensions, and or circumstances beyond the control of the Employer, the grievance shall automatically proceed to the next step of the procedure.
- (b) Should the Union exceed the time limits specified in this article, with the exception of agreed to extensions and or circumstances beyond the control of the Union, the grievance shall automatically be considered withdrawn.

ARTICLE 7 – INTERPRETATION AND ADMINISTRATION OF THE COLLECTIVE AGREEMENT

- 7.01** Where, in the application or interpretation of this Agreement, and the Operating Engineers Ontario Regulation 219/01 under the *Technical Standards and Safety 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 Ontario Regulation 219/01 under the *Technical Standards and Safety Act*, as amended and any regulations made from time to time thereunder.
- 7.03** The parties agree that the ongoing administration of the collective agreement will occur through the Joint Committee. It shall be composed of a maximum of two (2) representatives of the Employer and two (2) representatives of the Union.
- 7.04** 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.
- 7.05** The Joint Committee shall meet as necessary but normally at least once every three (3) months. 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.
- 7.06** Nothing in this Article precludes the use of the grievance procedure.

ARTICLE 8 – PROMOTIONS, TRANSFERS AND STAFF CHANGES

- 8.01** The skill and experience of an employee and their capacity to perform the required job duties, 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 considered relatively equal between two or more employees, seniority shall be the determining factor. The above factors will be applied in a fair manner.
- (a) When an employee is promoted through the job posting process from one job classification to another they shall be paid at the rate of the classification to which they have been promoted.

8.02 SENIORITY

Seniority, as referred to in this Agreement, shall mean the length of continuous service an employee has in the bargaining unit. Seniority shall operate on a bargaining unit wide basis. Where two (2) or more employees commence work on the same day, seniority shall be determined based on the date and time stamp of the official application for the position as sent to the Human Resources Department or completed on the Human Resources recruitment system. The Employer shall provide the Union with three (3) copies of the up-to-date seniority list in March and September of each year, and on an as required basis.

8.03 LOSS OF SENIORITY

If an employee is absent from work because of sickness, accident, layoff or leave of absence approved by the employer, they shall not lose their seniority rights. An employee shall only lose seniority in the event of:

- (a) Discharge for just cause and is not reinstated
- (b) Resignation
- (c) Laid off for a period longer than one (1) year

8.04 PROBATION PERIOD PERMANENT EMPLOYEES

Newly hired permanent employees shall be considered as probationary employees for a period of six (6) months of service, from the time they first commence working for the employer. During the probationary period, permanent employees shall be entitled to all the rights and privileges of this agreement, except with respect to discharge. The employment of such employees may be terminated at any time during this period of six (6) months without recourse to the grievance procedure, unless the union claims discrimination (as noted in Article 4) as the basis of termination.

During the probation period the Employer will conduct an interim performance review at three (3) months from the date of appointment, and a final performance review at no later than six (6) months of employment. The employee will receive a copy of each review and a copy will be sent to the President of the Union. The Employer will provide orientation training to the Employee during their probationary period. After the completion of the probationary period seniority shall be effective from the original date of employment.

- (a) When a probationary Employee is discharged, the reason will be confirmed in writing to the Employee with a copy to the Union within two (2) working days.

8.05 PROBATION WAIVER TEMPORARY EMPLOYEES

The probationary period may be waived in whole or in part, for Temporary employees who have successfully posted into a permanent position and who have worked as a Temporary Employee for six (6) consecutive months or longer; provided that the regular employment is in the same classification as the temporary employment.

8.06 TEMPORARY EMPLOYEE

The Employer reserves the right to hire a temporary employee for a period of time not to exceed twelve (12) months, except in the case where the Employer considers it necessary to replace any employee who is on a leave of absence for a period of time not to exceed two (2) years. 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 employee may be eligible to join the Pension Plan after one (1) year. The following provisions shall apply 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 clause 29.01.

8.07 TRANSFER/PROMOTION OUTSIDE BARGAINING UNIT

No employee shall be transferred/promoted to a position outside the bargaining unit without their consent. If an employee is transferred/promoted to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to their previous classification in the bargaining unit within a maximum of 12 months, unless mutually extended and agreed to by the parties.

ARTICLE 9 – DISCIPLINE, SUSPENSION AND DISCHARGE

9.01 PROGRESSIVE DISCIPLINE

- (a) Disciplinary action shall normally be taken in accordance with the principles of progressive discipline, and be reasonable and commensurate with the seriousness of the violation.
- (b) A written disciplinary warning shall normally precede more serious disciplinary action (such as suspension or discharge), except in the case of serious misconduct as determined by the Employer. If applicable, any written disciplinary warning, shall include a description of the improvement required and identify a reasonable time in which the employee must demonstrate the required sustained improvement in the area of concern.
- (c) Prior to the imposition of any discipline, the Employer has the right to impose a non-disciplinary suspension with pay during the period of an investigation of a matter or until the end of the current appointment, whichever comes first.

9.02 INVESTIGATION MEETING

When the Employer is considering discipline of an employee and instructs the employee to attend an investigatory meeting with their Manager and a representative of Human Resources; or a meeting is called for the express purpose of imposing discipline; the Employer agrees to provide the employee and the Union with at least three (3) working days advance written notice to provide the employee an opportunity to arrange Union Representation. The Employer will inform the employee and the Union of the day, time, location, purpose and the general subject matter of the meeting. An employee shall have the right to have Union

Representation present at any meeting between a representative of the Employer and the employee, and the Employer will encourage the employee to exercise their right to be accompanied by a Union Representative.

- 9.03** A claim by an employee, other than a probationary employee, that they have 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 Engineer within ten (10) working days after such employee ceases to work for the Employer. Working days shall align with Article 1.04.
- 9.04** Such grievance may be settled under the Grievance Procedure provided by this Agreement, or by arbitration as provided in 6.07, commencing with Step 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 a written disciplinary action being taken against an employee, a letter will be emailed to the Union Representative and the Employee.
- 10.02** Letters of censure, reprimand or criticism which are two (2) or more years old shall not be considered in connection with any disciplinary action or future promotional opportunity. The Employer may extend the retention period for documents of censure, reprimand, or criticism beyond two (2) years up to the duration of any extended absence beyond 30 calendar days except any continuous annual leave.

ARTICLE 11 - UNION REPRESENTATIVE

11.01 UNION REPRESENTATIVES

The Employer will recognize two (2) Union Representatives elected by the employees whose function will be to assist in the processing of grievances. Should both Representatives be scheduled to work the same shift, only one Representative shall be absent from the Central Heating Plant on union business at a time.

NEGOTIATING COMMITTEE

The Employer will recognize two (2) 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 Representatives and advise of any change of same.

11.03 UNION LEAVE

The Employer agrees to grant leave of absence without pay and without loss of seniority to any one (1) 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 temporary employee.

11.04 The Employer agrees that employees elected to Union positions (i.e. Union Representatives, The Executive of local 3778, CUPE or as a Convention delegate for CUPE and or to Union educational workshops, seminars, training) shall be allowed up to seven (7) Employer paid working shifts and eight (8) Union unpaid working shifts per year of leave to attend to Union business. It is understood that up to two (2) employees from the bargaining unit would be allowed such leave at any one time, subject to the operational requirements of the department. In the circumstance where two employees are given such leave, the first would be allocated as paid leave (if available) and the second would be allocated as unpaid leave. Working shift shall align with Article 1.05.

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 | Canada Day |
| Day After New Year's Day | August Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
- and,
One-half (½) day on Christmas Eve
One-half (½) 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 their regular day off they shall be paid eight (8) hours straight time in addition to their monthly salary payable for time worked. If an

employee is scheduled to work and actually works on a statutory or paid holiday, they shall be paid time and one-half in addition to their monthly salary payable for time worked. If an employee is required to work on Christmas or New Year's Day, they shall receive an additional four (4) hours pay.

- 12.04** No employee shall be entitled to pay for the holiday if they are 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 they 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, they 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 twelve (12) hours and receive the balance of the pay for the day, provided the employee has less than eighty-four (84) hours vacation accrued at the time, and will not have more than twenty-four (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 their 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, they will be granted another day in lieu, the day in lieu to be arranged between the employee and their 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 their preference by April 15, or subsequently requests a change after April 15, they 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 their sick leave credits, they shall be entitled to an accrual of all the unused portion of sick leave credits for their future benefit. A deduction shall be made from accumulated sick leave credits of all normal working shifts or partial shifts, (exclusive of holidays) absent for sick leave as defined above. Working shifts shall align with Article 1.05.

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 a leave of absence without pay for any reason, or is laid off on account of the lack of work and returns to the service of the Employer upon expiration of such a leave of absence, they shall not receive sick leave credits for that period of such absence, but shall retain their 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 they are 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 their credit.

- 14.08** The Employer may require a medical certificate when an employee has been absent for seven (7) or more consecutive working shifts. If additional medical information is requested by the Employer, for example such as a Functional Abilities Form, the costs will be incurred by the employer. Article 1.05 defines working shifts.
- 14.09** An employee who is unable to work their 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 returning to their regular shift.

14.11 ACCOMMODATION/RETURN TO WORK

The parties endorse the joint responsibility and importance of early intervention and safe return to work. When identified, an accommodation for the employee due to illness and or injury will be considered and when possible alternate/modified work will be assigned in accordance with the restrictions/capabilities (i.e., FAF – Functional Assessment Form or similar assessment(s) provided by a qualified medical professional), whether the disability is permanent or temporary.

When it is determined that a member of CUPE 3778 is unable to perform the full duties of their position due to medical restriction, the Employer and Employee will meet to discuss the restrictions/capabilities surrounding the employee's return to work/accommodation. The Employer will notify the employee of their right to be accompanied by a Union Representative prior to the meeting.

With the Employee's consent, the Employer shall share with the union information relevant to the accommodation of the affected employee and information regarding the requirements/duties of the employee's position. Notwithstanding the above, the Employer agrees to provide the Union with copies of the workplace accommodation arrangements made for CUPE 3778 members.

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 (5) 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 (40) 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 observance	up to 24 hours per year observance
An Employee's or Employee's Spouse or dependents graduation	up to one (1) day per occasion
Veterinary Emergency	up to one (1) day per year
Formal hearing to become a Canadian Citizen	half day exam and half day ceremony
Funerals of extended family or a close friend	up to one (1) day per occasion

15.02 EARLY DEPARTURE/LATE ARRIVAL

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 LEAVE

Immediate family is defined as: father, mother, stepfather, stepmother, foster parent, brother, sister, spouse, child, stepchild, ward of the employee, grandchild of the employee, father-in-law, mother-in-law and grandparents, or relative permanently residing in the employee's household or with whom the employee permanently resides.

- 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 to make the necessary arrangements and attend the funeral.
- 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.
- 16.03** If, during their vacation period, an employee is bereaved in circumstance under which they would have been eligible for leave under this Article, they shall be granted leave and their vacation pay credits shall be restored to the extent of any concurrent leave 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 anybody in Canada with powers of subpoena, shall be paid the difference between their normal earnings and the payment they receive for such service. The employee shall notify the Employer immediately upon their receipt of notification that they will be required to attend court and present proof of service requiring attendance and the amount of pay received.

17.02 RESERVIST LEAVE

The Employer will provide a leave of absence without pay to an employee who is a reservist, the terms of which will be in accordance with the *Employment Standards Act, 2000* as amended.

17.03 LEAVE WITHOUT PAY

The Employer shall grant a leave of absence without pay or accrual of other leaves, and without loss of seniority to any employee requesting such a leave for a good and sufficient cause and such requests shall not be unreasonably denied and are to be in writing and approved by the Employer.

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 their 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).

Where an employee opts for the extended parental leave, the maternity allowance payments made in accordance with the Supplementary Employment Benefit Plan will be prorated accordingly. For clarity, the total amount of maternity leave allowance payments made in accordance with the Supplementary Employment Benefit Plan during the extended parental leave shall not exceed the total amount that would have been paid had the employee chosen the standard parental leave.

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 Human Resources and Skills 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 they are 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 AND EXTENDED 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 their former position, or in a job of at least equal position. While the employee is on a leave of absence under this section, the Employer shall continue to pay the employer share of the staff benefit plan premiums if the employee elects in writing to continue paying the employee share of the premiums.

Where an employee opts for the extended parental leave, the maternity allowance payments made in accordance with the Supplementary Employment Benefit Plan will be prorated accordingly. For clarity, the total amount of maternity leave allowance payments made in accordance with the Supplementary Employment Benefit Plan during the extended parental leave shall not exceed the total amount that would have been paid had the employee chosen the standard parental leave.

19.02 The terms and conditions that apply to the 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, and provided the employee has been employed for at least thirteen weeks prior to the date of adoption.

19.03 PARENTAL LEAVE

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. For those employees 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.

19.04 The Employer will maintain the employee's annual and sick leave credits while 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.

19.05 An employee on approved parental leave shall accrue seniority.

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 their 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 their 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.

(a) EMPLOYER NOTIFICATION OF INJURED MEMBERS

The employer will notify the Union of the names of any members of the bargaining unit who are off work as a result of a work-related injury. The employer will provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the WSIB. The employer will provide the Union with incident report summaries associated with work related injuries or illnesses.

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.

20.06 COORDINATION OF SPOUSAL BENEFITS

Employees and their spouse who both work for Carleton University will have the option to coordinate their benefits.

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 their work, is required to wear this type of footwear to prevent or minimize possible injury. The employee shall purchase the boots on

their 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 MEAL ALLOWANCE

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 (4) hours of overtime worked. The allowance will be \$10.00.

23.03 An employee who properly reports for work on their scheduled shift but for whom no work is available shall be paid four (4) hours at the rate of their 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 CALL IN DURING VACATION

If an employee is called in during a scheduled vacation shift, they 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.

23.06 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.

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 their regular shift.

ARTICLE 25 - MUTUAL SHIFT RELIEF

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

ARTICLE 26 - SHIFT PREMIUMS

26.01 Effective April 1, 2021, the Employer shall pay a shift premium of one dollar (\$1.00) per hour to employees for work carried out on the B shift, 7 p.m. to 7 a.m.

Effective April 1, 2022 the shift premium will increase per hour to \$1.05.

Effective April 1, 2023 the shift premium will increase per hour to \$1.10.

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.

Effective April 1, 2022 the weekend premium will increase per hour to \$1.60.

Effective April 1, 2023 the weekend premium will increase per hour to \$1.70.

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

26.04 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 partial and or 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 2021	1 April 2022	1 April 2023
Second Class Engineer	\$39.24	\$39.63	\$40.03
Third Class Engineer	\$33.39	\$33.72	\$34.06
Fourth Class Engineer	\$29.59	\$29.89	\$30.19

The official wage rate is the hourly rate.

27.02 Payment of wages shall be by direct deposit.

27.03 Effective April 1, 2021 an increase equal to 1% will be added to the job rates and to the salaries of all employees. Effective April 1, 2022 an increase equal to 1% will be added to the job rates and to the salaries of all employees. Effective April 1, 2023 an increase equal to 1% will be added to the job rates and to the salaries of all employees.

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 their 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 LICENSE/MEMBERSHIP FEE REIMBURSEMENT

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 their trade and/or as a condition of their 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.

29.04 ACCESS TO ATHLETIC FACILITIES

All members of the Bargaining Unit shall have free access to the designated facilities of Carleton University's Athletic and Physical Recreation Centre. All members of the Bargaining Unit may purchase a cuFIT pass through payroll deduction.

29.05 WAIVER OF TUITION FEES

- (a) All members of the bargaining unit shall be entitled to register for credit courses free of tuition from the date of employment with the Employer, but will be required to pay all supplementary fees. Attendance at on-line courses shall be outside the employee's normal hours of work. Attendance at in class courses during working hours shall be by mutual agreement with the supervisor, and will be allowed a maximum of two (2) hours per week to attend said class. Any additional hours beyond that will need to be made up at a mutually agreed to time.
- (b) From the date of appointment, the employee's spouse and dependent children will be entitled to register for credit courses free of tuition, but will be required to pay all supplementary fees.
- (c) If an employee, their spouse, or dependent is unsuccessful in or withdraws with academic penalty from the course(s) for which they register, they must successfully complete the next course at their own expense in order to re-establish this privilege.

- (d) Should the Ontario Government discontinue to fund students covered by this Article during the term of this Agreement, those persons who are registered in courses at the time of such discontinuance shall be eligible to continue in the course until the end of the academic year in which the discontinuance of funding mentioned above occurs. Academic year for purposes of this Article shall be September 1 to August 31.
- (e) For the purpose of this Article, a dependent is defined as spouse, or natural/adopted children of the employee who qualify as dependents under the Income Tax Act in the years in which the free tuition is requested, or a child who is twenty-six (26) years of age or younger. This age restriction does not apply to a child who remains a dependent under the provisions of the Income Tax Act due to a disability for which a disability tax credit certificate has been issued.
- (f) Employees receiving benefits under the Long Term Disability Plan, their eligible spouses and dependents, the eligible spouses and dependents of employees who died in service, and employees who retire under the terms of the Carleton University Retirement Plan and their eligible spouses and dependents shall also continue to enjoy the benefit of free tuition.
- (g) When an employee, their spouse and dependents are registered in credit courses and the employee is laid off, they shall be entitled to free tuition benefits until the end of that academic year.
- (h) All tuition waiver requests must be submitted to Human Resources by the last day for a fee adjustment for the academic term as outlined in the Academic Dates and Deadlines located on the University Registrar's website.

29.06 EMPLOYER PAID COURSE

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

ARTICLE 30 – JOB POSTINGS

30.01 The Employer shall post all vacant and newly created positions on an appropriate bulletin board and the Human Resources electronic recruitment system for a minimum of five (5) working days in order that all members will know of the position and be able to make written application thereto. Qualified internal applicants shall be interviewed before external candidates are considered. Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, ability and skills, shift, hours of work, wage or salary range or rate. The applicants for vacant or newly created positions shall be advised in writing when the position has been filled and in the case of unsuccessful applicants, the Employer shall give reasons for its decision. Upon the notification by the employer to an unsuccessful applicant, the employee may request within

seven (7) working days, written feedback used to determine the employer's rationale for their decision. The Employer will supply the feedback within fifteen (15) working days of the date of the request by the employee.

30.02 NEWLY CREATED JOB CLASSIFICATIONS

In the case of newly created job classifications in the bargaining unit, not covered in Article 27 (Wages) established during the term of this Agreement, the rate shall be subject to negotiations between the Employer and the Union. The agreed rate shall be retroactive to the date of employment.

30.03 JOB DESCRIPTIONS

The Employer shall provide any member of the bargaining unit with a copy of their job description when requested and when the employer makes any revisions to their job description. The employer shall send any revised job descriptions to the Union and the bargaining unit member affected by the change within twenty (20) days of the job description being approved.

30.04 NOTIFICATION OF VACANT POSITIONS

The employer and union agree that there will be a standing item on (JCAA) Committee meetings to discuss open positions that currently exist in the bargaining unit.

30.05 CHANGES IN MINIMUM JOB REQUIREMENTS

In the event the employer decides to change the minimum requirements for a job posting position during the hiring process, the employer will consult with the union to find an agreeable solution. If no agreement is reached, the employer will re-post the position as per Article 30.01 above.

ARTICLE 31 - JOB SECURITY LAYOFF, RECALL 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. Furthermore, the Employer agrees that work normally performed by the Employees presently in CUPE Local 3778 bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, on a permanent basis to any outside source prior to a discussion of the intended action between the Union and the Employer.

31.03 TECHNOLOGICAL CHANGE

Before the Employer introduces any changes involving automation, mechanization, reorganization, industrial conversion or technological change which will have a significant negative impact on employees in the bargaining unit, the Employer will notify the Union as far in advance as possible through Labour Management and in any case at least ninety (90) days before its implementation.

31.04 NOTICE OF LAYOFF

Preliminary notice of layoffs will be given to the Union as soon as possible. A joint committee of two (2) representatives each of the Union and the Employer shall meet within a week to discuss alternatives to layoffs. A second meeting may be held within a week, if requested by either party.

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

(a) An employee who is laid off (of a temporary or permanent nature) shall be given thirty (30) days' notice or pay in lieu of notice or any combination of notice and pay totalling thirty (30) days.

31.06 DISPLACEMENT/BUMPING

Both parties agree that job security shall increase in proportion to length of service. In the event of a lay-off, employees shall be laid off in reverse order of seniority. Employees so displaced shall be allowed to replace the junior employee in a classification in which they are qualified to perform the work. Employees displaced by lay-off based on bargaining unit wide seniority shall have the election of displacing a junior employee as stated above or accepting lay-off. Such election must be made within five (5) working days of the notification of displacement. Failure to make an election as provided above will result in the lay-off of the employee concerned.

31.07 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.

31.08 The need for retraining caused by any change outlined in 31.03 or 31.07 shall be discussed between the Union and the Employer in the Joint Consultation Committee. Any employees requiring re-training as a result of any changes listed in 31.03 or 31.07, will be given an appropriate amount of time to become productive in their new roles.

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

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

31.10 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.

31.11 RECALL

Employees will be recalled in order of seniority, provided they are qualified to perform the work that is available. No new employees in a particular classification will be hired until those on lay-off have the opportunity of re-employment. Such notice will be by email and registered letter to the last address supplied for the Human Resources employee file, and the laid-off employee will be given seven (7) working days to advise of their acceptance or rejection of such an offer.

- (a) An employee on layoff will be entitled to remain on recall for a period of one (1) year.
- (b) An employee on layoff will be offered recall to any new or vacant temporary, or full-time positions in the bargaining unit, provided they have the qualifications to perform the job.
- (c) Should an employee decline the recall or not respond to the employer within seven (7) working days, (unless prevented from responding due to a medical reason or other just cause), the employee will be released from their employment and be entitled to the severance pay as outlined in 31.09 (a).
- (d) The employer will supply in writing to the union, advance notification of each Employee recalled to work following a period of layoff.
- (e) The union shall be notified of all appointments, transfers, layoffs and recalls.

31.12 The Employer agrees to pay the full coverage to the benefits and pension funds for employees laid off and remaining unemployed for periods of less than six (6) months at the rate of one (1) month for every two (2) months of service, up to a maximum of six (6) months.

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. The Union and the Employer recognize the right of all Employees to work in an environment of mutual respect, free from harassment and discrimination and agree to operate in compliance with the obligations of the *Occupational Health and Safety Act* as amended and the *Ontario Human Rights Act*.

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 Workplace Violence and harassment policy or Sexual Violence 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 – HEALTH AND SAFETY

33.01 The Union and the Employer shall co-operate in making every reasonable provision for the health and safety of employees. It is in the mutual interest of the Union and the Employer to promote health and safety in the workplace and to prevent the occurrence of workplace injuries. The parties agree that employees have the right to a safe and healthy environment and agree to mutually promote health and safety.

Both parties agree to abide by the *Occupational Health and Safety Act* and Regulations as amended. The Joint Occupational Health and Safety Committee will be structured as indicated in the Terms of Reference for this Committee.

ARTICLE 34 - AMALGAMATION AND/OR MERGER PROTECTION

34.01 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 35 - SURVEILLANCE CAMERAS

35.01 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.

35.02 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.

35.03 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 36 - TERM OF AGREEMENT

36.01 This agreement shall become effective as of April 1, 2021 and shall continue in force and effect until March 31, 2024 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.

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

36.03 RETROACTIVE PAY AND ADJUSTMENTS

Retroactivity pay and adjustments will be paid by direct deposit. The Employer will supply the employee with a detailed explanation of the retroactive pay calculations. Retroactivity will be paid in respect of all remuneration to all eligible employees on the payroll as of the date of the Union's ratification. Retroactive pay will be paid within forty-five (45) days from the date of the Unions ratification.

ARTICLE 37 - NOTICE

37.01 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, ON K1S 5B6

With a copy to:

Assistant Vice-President Human Resources,
Carleton University,
1125 Colonel By Drive,
Ottawa, ON 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 12 day of July, 2021.

For the Union:


David Duncan (Jul 16, 2021 06:35 EDT)

David Duncan
President

For the Employer:


Debbie Orme-Rego (Jul 20, 2021 09:11 EDT)

Debbie Orme-Rego
Director, Staff and Labour Relations
(Professional Services)


Jason Jobin (Jul 12, 2021 12:35 EDT)


Jason Jobin
Bargaining Team Member


Greg Bugler (Jul 12, 2021 13:35 EDT)

Greg Bugler
Manager, Labour Relations
(Professional Services)


Margo Pasley (Jul 12, 2021 13:56 EDT)


Margo Pasley
National Representative


Gary Nower (Jul 12, 2021 13:15 EDT)

Gary Nower
Assistant Vice-President
Facilities Management and Planning



Scott MacDonald
Director, Energy and Sustainability Services
Facilities Management and Planning

:mw*cope 491 
April 8, 2021

LETTER OF UNDERSTANDING

between

CARLETON UNIVERSITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3778

Re: Standardized Evaluation Framework

The parties agree to establish a Joint Union and Employer committee and will meet within three (3) months from the Union's ratification of this agreement to discuss a standardized evaluation framework and tools as per Article 8 in the Collective Agreement. Within eight (8) months from said ratification, the Employer will develop and implement a Standardized Evaluation Framework and Tools. The Committee will ensure that consideration will be given to the principles of equity and inclusion.

Dated this 12 day of July, 2021.

For the Union:


David Duncan (Jul 16, 2021 06:35 EDT)

David Duncan
President


Jason Jobin (Jul 12, 2021 12:35 EDT)

Jason Jobin
Bargaining Team Member


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LETTER OF UNDERSTANDING

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CARLETON UNIVERSITY

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CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3778

Re: Overtime Procedures and Use of Temporary Employees

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

Dated this 12 day of July, 2021.

For the Union:


David Duncan (Jul 16, 2021 06:35 EDT)

David Duncan
President


Jason Jobin (Jul 12, 2021 12:35 EDT)

Jason Jobin
Bargaining Team Member

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LETTER OF UNDERSTANDING

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CARLETON UNIVERSITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3778

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 this 12 day of July, 2021.

For the Union:


David Duncan (Jul 16, 2021 06:35 EDT)

David Duncan
President


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Bargaining Team Member


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LETTER OF UNDERSTANDING

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CARLETON UNIVERSITY

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CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3778

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.

Dated this 12 day of July, 2021.

For the Union:


David Duncan (Jul 16, 2021 06:35 EDT)

David Duncan
President


Jason Jobin (Jul 12, 2021 12:35 EDT)

Jason Jobin
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LETTER OF UNDERSTANDING

between

CARLETON UNIVERSITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3778

Re: Protecting a Sustainable Public Sector for Future Generations Act, 2019, SO 2019, c.12

The Employer and the Union agree that if, the *Protecting a Sustainable Public Sector for Future Generations Act, 2019, SO 2019, c 12* is repealed or struck down and following all possible appeals of the constitutional challenge being exhausted and a final decision being rendered, the Union may serve on the Employer a notice to return to the bargaining table to bargain exclusively and only the annual wage percentage increases in Article 27 (Wages) of the Collective Agreement.

In such an event, the Union understands that the Employer will need to seek a renewed mandate with respect to bargaining any additional Annual Wage Percentage Increase(s) and accordingly, the Employer agrees to meet with the Union within thirty (30) days of receipt of the Union's notice.

Dated this 12 day of July, 2021.

For the Union:


David Duncan (Jul 16, 2021 06:35 EDT)

David Duncan
President


Jason Jobin (Jul 12, 2021 12:35 EDT)

Jason Jobin
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LETTER OF UNDERSTANDING

between

CARLETON UNIVERSITY

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CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3778

Re: Joint Pension Review Committee

1. The parties agree that maintaining uniform pension plan contribution rates and benefit levels is a shared objective. Such plan coverage uniformity allows the continuation of simpler and less costly plan administration and a framework for equitable pension coverage regardless of compensation level an employee group.
2. The parties recognize that existing variations in the collective agreement language of the various campus unions and associations pertaining to the pension plan create the possibility of a future divergence in contribution rates or benefit levels.
3. In pursuit of our shared objective of plan coverage uniformity, the parties agreed to establish a Joint Pension Review Committee (JPRC), to which all campus Unions and constituent groups representing pension plan members would be invited to participate. The mandate of this Committee will be to review the existing governance structure of the plan and to consider options that would reduce or eliminate the likelihood of different plan benefits or contribution rates for different bargaining units and constituent groups. The goal of this Committee will be to develop possible options for modifications of the current framework. These options will be reviewed by the Pension Committee and the Board and may include proposed amendments by the Pension Committee and the Board and may include proposed amendments to the Pension Plan Text and/or the various collective agreements in force.
4. The University shall provide up to \$25,000 to support the work of this JPRC. The University will provide the JPRC with planned documentation, including actuarial valuations, that may be useful in the course of fulfilling its mandate.
5. The parties agreed to commit to good faith efforts at this JPRC to reach a conclusion that will strengthen the governance of the plan and improve the likelihood of achieving our shared goal of maintaining plan coverage uniformity. Any proposed changes, including but not limited to existing Plan Text provisions or collective agreement language will only be recommended in the event of reaching a unanimous agreement on such changes among all of the bargaining agents and constituent groups represented on the JPRC, including the Employer. The JPRC will meet within 90 days of the signing of this agreement, or at such time as shortly thereafter as is agreeable to the other bargaining agents, and will conclude its mandate within 18 months.

The Union reaffirms its agreement to support the continuation of the current member contribution rates for CUPE 3778 members at the same (uniform) levels as all other bargaining units, as provided for in the current Pension Plan Text.

Dated this 12 day of July, 2021.


For the Union:


David Duncan (Jul 16, 2021 06:35 EDT)

David Duncan
President


Jason Jobin (Jul 12, 2021 12:35 EDT)

Jason Jobin
Bargaining Team Member


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April 8, 2021

LETTER OF UNDERSTANDING

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CARLETON UNIVERSITY

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CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3778

Re: Information Request 7.07 b) of the Carleton University Pension Plan

WHEREAS during bargaining the Union proposed pension information language in relation to a request for information regarding Section 7.07 b) of the University pension plan and;

WHEREAS the Union understands that the Employer has expressed their concern regarding potential costing implications to providing this information and;

WHEREAS the Carleton University Retirement Plan Report on the Valuations for Funding are produced by the pension fund office and,

WHEREAS the University wishes to address the Unions request on a go forward basis and is committed to doing so in a full and frank manner;

- 1) Therefore, the Employer will provide to the Union at a minimum every three (3) years a copy of each actuarial valuation (filed) performed on the Carleton University Pension Plan, as soon as is practicable after those valuations are finalized.
- 2) Each year, the Employer will provide the Union with updated data for the categories presented in the 2019 "Carleton University Retirement Plan Fund Interest Rates" table of the personal Pension Statements. This information shall contain, at a minimum, updated annual figures for:
 - 1) The Annual Fund Rate
 - 2) Four Year Average Fund Rate
 - 3) Four Year Average Minus 6%, and
 - 4) Average Annual National CPI.

The University shall provide this information to the Union when the Personal Pension Statements are sent to plan members.

Dated this 12 day of July, 2021.


For the Union:


David Duncan (Jul 16, 2021 06:35 EDT)

David Duncan
President


Jason Jobin (Jul 12, 2021 12:35 EDT)

Jason Jobin
Bargaining Team Member


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LETTER OF UNDERSTANDING

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CARLETON UNIVERSITY

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CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3778

Re: Post Retirement Dental Benefits

The parties agree to discuss the feasibility including pros and cons of post-retirement dental plan (cost-neutral to the employer) at the Joint Committee for the Administration of the Agreement (JCAA).

Dated this 12 day of July, 2021.

For the Union:


David Duncan (Jul 16, 2021 06:35 EDT)

David Duncan
President


Jason Jobin (Jul 12, 2021 12:35 EDT)

Jason Jobin
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LETTER OF UNDERSTANDING

between

CARLETON UNIVERSITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3778

and

Gordon Searson (Employee)

Re: The Employment terms for Gordon Searson – Maintenance & Relief Engineer (2nd Class)

WHEREAS the Employer recognizes the employment of the current incumbent Gordon Searson in the role of the Maintenance & Relief Engineer (2nd Class) since 2008;

WHEREAS the parties recognize that the following working terms and conditions will apply to Gordon Searson until he vacates the position;

Therefore the Parties agree to the following:

1. Gordon Searson will be paid the Second-Class Engineer rate of pay as per the Collective Agreement.
2. The parties agree that the hours of work for the current employee will be thirty-six (36) hours per week and may be changed by mutual agreement.
3. The employee will receive from the Employer 10% pay in lieu of Health & Pension contribution benefits.
4. The Employee will be entitled to the following paid leaves of absence prorated; sick leave days, vacation days, special leave, bereavement pay and holiday days off with pay as per the Collective Agreement. The Employer shall provide a summary of the prorated days on an annual basis to the Employee retroactive to April 1, 2021.
5. The Employer undertakes to ensure that the Employee has workplace coverage under WSIB as outlined in Article 20.02 in the Collective Agreement.
6. In addition to anything in this Letter of Understanding, the Employee will be entitled to all the rights and privileges in the Collective Agreement with the exception of the following: Long Term Disability, Pension Plan.
7. The Employer will draft a list of the current job duties performed in the Maintenance and Relief 2nd Class Engineer position in consultation with the employee and the

Union President or designate, within one (1) month of the Union's ratification date of this Collective Agreement.

8. The parties agree that upon the above noted position becoming vacant, a bargaining unit position will be posted as per Article 30 in the Collective Agreement and will be subject to the working terms and conditions outlined in the Collective Agreement. The employer agrees to consult with the union prior to posting the position.

Dated this 12 day of July, 2021.


For the Union:


David Duncan (Jul 16, 2021 06:35 EDT)

David Duncan
President


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Jason Jobin
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April 8, 2021

LETTER OF UNDERSTANDING

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CARLETON UNIVERSITY

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CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3778

Re: Transition between Third Class Engineer to Second Class Engineer

The Employer recognizes that in or around 2017/2018 they issued a posting that included the following qualification – must obtain a Second-Class Operating Engineers certificate within 2.5 years. Through that posting the employer hired five individuals into the role of Third-Class Engineer that remain employed by Carleton University;

The Employer further recognizes that the language in the posting provided an indication that there was a link between the hiring into the role at a Third-Class Engineering Level and the requirement for them to obtain the Second-Class operating Engineers Certificate.

It is further acknowledged that Jason Hymmen achieved his Second-Class Certificate in 2019 and was appointed into an open Second-Class Engineer position when it became vacant in 2019.

Therefore, the parties agree, without prejudice or precedent; that the remaining four employees that are currently in the role of Third-Class Engineer as of April 1, 2021, will be covered under this Letter of Understanding and the following will apply:

- Once the employee successfully completes the qualifications for the Second-Class Engineer certification, they shall be paid at the rate of the higher certification classification. (i.e., Third-Class Engineer to a Second-Class Engineer).
- The higher rate of pay shall be processed on the next pay period following the notification by the Employee to the Employer of their new certification status.
- The employees who achieve their Second-Class Certificate will continue to hold the position and perform the duties of the Third-Class Engineer except when they are called in to relieve a Second-Class Engineer. When called in to relieve a Second-Class Engineer there will be no additional pay.
- These employees will only be promoted into the position of Second-Class Engineer through Article 30 when an open position becomes available.

- The employees covered under this letter of understanding will have two and one half years (2.5 years) to achieve their Second-Class Engineering Certificate from the time of their hire. Further to this time frame, there will be a reasonable grace period recognizing the ongoing challenges throughout the duration and impact of COVID-19. This will be discussed at Labour Management Committee.

This letter of understanding covers the following employees:

- 1) Jason Jobin
- 2) Cody Earle
- 3) Torey Frech
- 4) Michael D'Agostini

Dated this 12 day of July, 2021.

For the Union:


David Duncan (Jul 16, 2021 06:35 EDT)


David Duncan
 President


Jason Jobin (Jul 12, 2021 12:35 EDT)

Jason Jobin
 Bargaining Team Member


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