

COLLECTIVE AGREEMENT

Between

CARLETON UNIVERSITY
Facilities, Management and Planning

And

CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 910

For the Period

January 1, 2021 to December 31, 2023

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - MANAGEMENT	1
ARTICLE 2 - RECOGNITION AND NEGOTIATIONS	1
ARTICLE 3 - NO DISCRIMINATION OR COERCION	2
ARTICLE 4 - STRIKES, LOCK-OUTS OR SLOW-DOWNS	2
ARTICLE 5 - UNION SECURITY AND CHECK-OFF OF UNION DUES	2
ARTICLE 6 - LABOUR MANAGEMENT NEGOTIATIONS	3
ARTICLE 7 - PROMOTION AND STAFF CHANGES	4
ARTICLE 8 - GRIEVANCE PROCEDURE	8
ARTICLE 9 - ARBITRATION	10
ARTICLE 10 - DISCHARGE OR SUSPENSION	11
ARTICLE 11 - HOURS OF WORK	12
ARTICLE 12 - SHIFT WORK	14
ARTICLE 13 - HOLIDAYS	15
ARTICLE 14 - VACATIONS	16
ARTICLE 15 - SICK LEAVE	18
ARTICLE 16 - LEAVE OF ABSENCE	19
ARTICLE 17 - PAYMENT OF WAGES	25
ARTICLE 18 - JOB RECLASSIFICATION	27
ARTICLE 19 - INCLEMENT WEATHER	27
ARTICLE 20 - OUTSIDE EMPLOYMENT	27
ARTICLE 21 - JOB SECURITY	28
ARTICLE 22 - SEVERANCE PAY	28
ARTICLE 23 - HEALTH AND SAFETY MEASURES	30
ARTICLE 24 - BENEFITS	30
ARTICLE 25 - UNIFORMS	33
ARTICLE 26 - TOOLS AND EQUIPMENT	35
ARTICLE 27 - GENERAL CONDITIONS	36
ARTICLE 28 - REPRODUCTION OF AGREEMENT	37
ARTICLE 29 - DEFINITIONS	37
ARTICLE 30 - HARASSMENT	37
ARTICLE 31 - EMPLOYMENT EQUITY	39
ARTICLE 32 - NOTICE	39
ARTICLE 33 - TERM OF AGREEMENT	39
SCHEDULE "A"	41
LETTER OF UNDERSTANDING	44
RE: Lay Off or Redundancy	
LETTER OF UNDERSTANDING	45
RE: Post-Retirement Dental Benefits	
LETTER OF UNDERSTANDING	46
RE: Working Groups	
LETTER OF UNDERSTANDING	47
RE: <i>Protecting a Sustainable Public Sector for Future Generations Act, 2019, SO 2019, c 1</i>	

LETTER OF UNDERSTANDING	48
RE: Information Request 7.07 b) of the Carleton University Pension Plan	
LETTER OF UNDERSTANDING	50
RE: Joint Pension Review Committee	
LETTER OF UNDERSTANDING	51
RE: Standardized Evaluation Framework	
LETTER OF UNDERSTANDING	53
RE: Job Descriptions	
LETTER OF UNDERSTANDING	54
RE: Working Remotely (12) month Call Back Pilot Process	
LETTER OF UNDERSTANDING	56
RE: Lead Hand Classification ...	
HOLIDAY SCHEDULE	57

THIS AGREEMENT MADE as of March 10, 2021

BETWEEN:

CARLETON UNIVERSITY
(hereinafter called the "Employer")

OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 910
(hereinafter called the "Union")

OF THE SECOND PART

The parties hereto agree as follows:

PREAMBLE

The purpose of this Agreement is to maintain a mutually beneficial relationship between the Employer and Employees represented by the Union 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.

ARTICLE 1 - MANAGEMENT

- 1.01** The Union recognizes that it is the function of the Employer to supervise, manage and control the business of the Employer, subject only to applicable laws and the provisions of this Agreement.

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

- 2.01** The Employer, or anyone authorized to act on its behalf, recognizes the Canadian Union of Public Employees and its local 910 as the sole collective bargaining agent for all of its employees in its Department of Facilities Management and Planning at Ottawa, save and except foremen, persons above the rank of foremen, office staff, persons regularly employed for not more than 24 hours per week, students hired during summer vacation and persons covered by the existing collective agreement between Carleton University and other bargaining agents and hereby agrees to negotiate with the Union, or any authorized committee thereof, in all matters affecting the relationship between the parties to this agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

- 2.02** The Union shall have the right at any time to have the assistance of a National Representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative shall have access to the Employer's premises in order to attend meetings with the Employer.

2.03 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.

ARTICLE 3 - NO DISCRIMINATION OR COERCION

- 3.01** The Employer agrees that there shall be no discrimination or coercion exercised or practiced by it or any of its representatives with respect to any employee because of their 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.
- 3.02** Neither the Employer nor the Union, or representatives of either party shall intimidate, interfere with, restrain or use coercion upon employees of the Employer because of membership, activity or inactivity in the Union, or in any labour organization. The Union agrees that there will be no Union activity on University premises except as contemplated by this Agreement.

ARTICLE 4 - STRIKES, LOCK-OUTS OR SLOW-DOWNS

- 4.01** There shall be no strikes, lock-outs or slow-downs during the life of this agreement.
- 4.02 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 him or her 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 canceled vacation leave credits will be returned to the employee's vacation leave bank.

ARTICLE 5 - UNION SECURITY AND CHECK-OFF OF UNION DUES

- 5.01** All present and future employees of the Employer, as a condition of continuing employment, shall pay an amount equal to the current monthly Union dues.

- 5.02** The Employer shall deduct from every employee, an amount equal to the current monthly dues, initiations, or assessments levied, in accordance with the Union constitution and/or by-laws, and owing by the employee to the Union.
- 5.03** Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees no later than the fifteenth (15th) day of the month following the one in which they were deducted, accompanied by a list of names, addresses and (listed) home phone numbers of all employees from whose wages the deductions have been made.
- 5.04** The Employer will notify the Union within one week of the starting date of each new employee. The notice will include the new employee's name, address, classification and supervisor's name.
- 5.05** The Employer agrees to acquaint each new employee with the fact that a Union agreement is in effect, and with the conditions of employment as set out in Articles 5.01, 5.02 and 5.03.

The Employer agrees to allow a union representative 30 minutes, upon hiring, to acquaint each new employee with the terms and conditions of the collective agreement.

- 5.06** A list of all new employees shall be forwarded monthly to the Union and shall contain the employee's name, address, telephone number, classification and supervisor's name.

ARTICLE 6 - LABOUR MANAGEMENT NEGOTIATIONS

- 6.01** A bargaining committee shall be appointed and consist of not more than four (4) representatives of the Employer, as appointees of the Employer, and not more than four (4) representatives of the Union as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.
- 6.02** Any representative of the Union of this committee, who is in the employ of the Employer, shall have the privilege of attending meetings of the committee held within working hours without loss of remuneration.
- 6.03** **TERMS OF REFERENCE:
LABOUR/MANAGEMENT COMMITTEE.**

It is agreed that a Joint Committee will be established with four designated representatives from each of the Union and the Employer.

The Committee shall meet as necessary but normally at least once per month. Meetings may be called by either party on five (5) days written notice or by mutual consent.

It shall be the purpose of the Labour/Management Committee to provide a forum for discussion of matters pertinent to the operation of the Collective Agreement or other matters of mutual interest to both parties with the intent to resolve issues. Quorum shall consist of two (2) representatives of each party.

Minutes of the meetings shall be taken, the responsibility for doing so shall be agreed to during Labour Management. Minutes of all meetings will be shared via email between the parties no later than seven (7) business days before the date of the next meeting. This Committee shall not have the power to add, amend, delete, or change any part of the Collective Agreement except by Memorandum of Agreement.

ARTICLE 7 - PROMOTION AND STAFF CHANGES

7.01 In all cases of appointment, transfer, promotion and in the advancement of employees to higher classifications, consideration will be given to those who have the required qualifications, the skills, knowledge and experience to perform the required job duties, which shall be determining factors and where these factors 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.

7.02 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 copies of the up-to-date seniority list in March and September of each year, and on an as required basis.

7.03 PROBATIONARY PERIOD

Newly hired permanent employees shall be considered to be on probation for a period of six (6) months of service. During the probationary period 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 3) as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

During the probation period the Employer will conduct a performance review at three (3) months from the date of appointment, and 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 Secretary of the Union.

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

7.04 LOSS OF SENIORITY

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

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

7.05 JOB POSTINGS

- (a) 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.
- (b) Where an Ontario, or provincial equivalent certificate of qualification is available, this shall be a requirement for all future employees.
- (c) Consideration for employment will be given to an applicant who does not possess the required qualifications, but is preparing for qualification prior to employment. Such employee will be given a reasonable length of time to qualify for the position.

- (d) 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 (7.05 (a) above.)

7.06 TRIAL PERIOD

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

7.07 PROMOTIONS OR LATERAL TRANSFERS

- (a) When an employee is promoted from one job classification to another, they shall be paid at the rate of the classification to which they are promoted.
- (b) Promotions or lateral transfers will not initially result in a lower salary except in the case of 7.08.
- (c) Upon receiving a Journeyman's licence an apprentice who has been an employee for a period of six (6) months or longer shall not be required to serve a probationary period.

7.08 DISABLEMENT

An employee covered by this Agreement who, through advancing years or disablement, is unable to perform their regular duties, shall be given a preference subject to qualification for any light work available at the salary payable at the time for the position to which they are assigned.

7.09 PROMOTIONS REQUIRING HIGHER QUALIFICATIONS

In cases of promotion requiring higher qualification or certification, the Employer will, if conditions permit, give consideration to employees who do not possess the required qualifications but who are preparing for qualification prior to the posting of a vacancy. Such employees will be given an opportunity to qualify within a reasonable length of time and to revert to their former position if the required qualifications are not met within such time.

7.10 NEW JOB CLASSIFICATIONS

In the case of newly created job classifications in the bargaining unit, not covered in Appendix "A", 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 date of employment.

7.11 REPLACEMENT EMPLOYEE

The Employer reserves the right to hire an employee for a period of time not to exceed two years to replace an employee on leave of absence. An extension may be granted by mutual agreement of the parties if the request is received by the Union 2 months in advance of the recognized end of the leave. The Union will respond within one month of receipt of the request for extension. The successful employee who is covering the leave of absence will be given written notice under the Employment Standards Act of their termination of employment. In the case of a job that is anticipated to last less than three months, the Employer may post the job. In the case of a job that is anticipated to last more than three months, the Employer shall post the job. In the case of a job which is posted, the Employer will consider applications from internal candidates before those of external candidates. The employee will perform the duties of the job description of the employee on leave.

New employees hired for such jobs shall become a member of the bargaining unit as of the date of hire. A new employee hired under this provision shall not have the right to Paragraph 7.06, Article 21, Job Security, Article 22, Long Term Disability Insurance under Article 24, Benefits and the lay-off provisions of Article 7. The employee may be eligible to join the Pension Plan after 1 year. The following provisions shall not apply until after 6 months of continuous employment, unless by mutual agreement of the parties: the right to compete for positions under Article 7; Article 15, Sick Leave; Article 16, Leave of Absence; and Article 24, Benefits other than the Pension Plan and Long Term Disability. If the employee registers for a credit course and is still an employee of the University on the last day of classes for the course they are enrolled in, tuition for the course will be reimbursed. The employee will receive a uniform suitable to the season.

7.12 TEMPORARY EMPLOYEE

Where the Employer has a need to hire a temporary employee for a short period of time, the parties will meet to discuss the need for a temporary employee. Both parties must agree that the temporary employee is necessary, then discuss and agree on the terms and conditions of employment. The temporary employee shall be paid according to the job classification and salary rates of Schedule A or as agreed under 7.10.

7.13 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.

7.14 NOTIFICATION OF VACANT POSITIONS

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

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members who shall be employees of the Employer, within the bargaining unit. The personnel of such committee shall be communicated to the Employer.

8.02 Should a dispute arise between the Employer and employee(s) within the bargaining unit, regarding 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, an earnest effort shall be made to settle the dispute in the following manner.

8.03 In the grievance procedure, the Union will have carriage of any and all grievances.

8.04 A complaint shall not be considered a grievance, unless the aggrieved employee has first given the immediate supervisor the opportunity to adjust the complaint. Such complaint shall not be considered after ten (10) working days of the incident giving rise to the complaint or ten (10) working days after when the employee ought reasonably to have become aware. Failing satisfactory resolution by the

immediate supervisor within ten (10) working days after the complaint has been made, 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.

Step 1

Failing agreement being reached in the complaint stage, a grievance may be submitted to the immediate supervisor/Manager, in writing, within five (5) working days. The supervisor will respond to the Union/grievance committee in writing within five (5) working days.

Step 2

Failing agreement, the grievance may be submitted to the Director, in writing, stating the grievance concerned and a hearing shall be held with the steward or a member of the grievance committee within five (5) working days after receipt of such notice.

Step 3

Failing agreement being reached within three (3) working days of the matter being discussed in Step 2, the matter within a further seven (7) working days shall be discussed at a hearing between the grievance committee and the Assistant Vice-President, Human Resources (or their designate) who shall render a decision within five (5) working days after such a hearing.

Step 4

Failing a satisfactory settlement in Step 3, the Union may, within ten (10) working days, give notice in writing to the Employer of its decision to refer the dispute to mediation or arbitration.

The Employer has the right to grieve to the Executive of the Local.

The term "working day" as used in this article shall mean a day other than Saturday, Sunday or recognized holidays as per the collective agreement.

8.05 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. 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.

- 8.06** The Union acknowledges that Union officers and stewards have regular duties to perform on behalf of the Employer, and that such persons will not leave their duties without obtaining the permission of their foremen or immediate supervisors. When resuming their regular duties they will report to their foremen or supervisors and will give any reasonable explanation which may be requested with respect to their absence. Such permission will not be unreasonably withheld. In accordance with the above understanding, the Employer will compensate Union officers and stewards for the time spent in handling the

grievances of employees to a reasonable amount of time in any week at their regular rate of pay, but this will not apply to time spent on such matters outside of regular working hours. The Employer shall supply the necessary facilities for the grievance meetings.

8.07 No grievance shall be deemed to be lost due to minor technical irregularities.

8.08 AGREEMENT

When a grievance has been settled, written documentation shall be made of any agreement reached and shall be signed by representatives of both parties. Copies shall be circulated to the grievor, the Union President and to Human Resources.

8.09 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.

ARTICLE 9 - ARBITRATION

9.01 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) days inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within five (5) days of the appointment of the second of them appoint a third person who shall be the chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairman within the time limited, 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 chairman 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.

9.02 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 his 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.

9.03 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 Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.

9.04 Each party shall pay:

- (a) The fees and expenses of the arbitrator it appoints.
- (b) One-half of all other expenses of the Board.

9.05 The time limits fixed for both the grievance and arbitration procedure may be extended by consent of the parties of this Agreement.

9.06 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.

ARTICLE 10 - DISCHARGE OR SUSPENSION

10.01 (a) Whenever the Employer deems it necessary to censure an employee in a manner indicating that disciplinary action may occur, a meeting of the employee, a Union Representative and the Employer will be held. The supervisor shall so notify the employee in advance of the purpose of the meeting in order that the employee may contact their representative to be present at the meeting. Written minutes of this meeting may be recorded and copies distributed to the employee and the Union. The minutes, letters of censure, reprimand and or criticism which are two (2) years old shall be removed from the employee's file and shall not be considered in connection with any disciplinary action. 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.

- (b) An employee shall have the right to have access to any document in their file which has been executed after the employee's hire or seniority date in the bargaining unit, whichever comes later. Employees shall have the right to respond in writing to such documents contained therein; such reply becoming a part of the employee's record.

10.02 An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8, Grievance Procedure. Steps 1, 2 and 3 of the grievance procedure shall be omitted in such cases.

10.03 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

10.04 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 a 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.

ARTICLE 11 - HOURS OF WORK

11.01 The work week from Saturday midnight to Saturday midnight will be forty (40) hours consisting of five (5) consecutive eight (8) hour days. The normal work week will be from Monday through Friday and the normal day will be from 8:00 a.m. to 4:30 p.m. Other shifts will consist of five (5) consecutive eight (8) hour

days. Shifts and shift premiums will apply as defined in Article 12. Employees will be given the opportunity to express their preference for shift work except that seniority will determine shift preference, subject to the ability to perform the job.

11.02 In the event of an employee starting work in any day and being sent home before they have completed four (4) hours, they shall be paid for four (4) hours.

11.03 REST PERIOD

All employees shall be permitted a fifteen (15) minute rest period both in the first and second half of the shift, except in the case of an emergency.

11.04 WASH UP TIME

Employees shall be permitted to leave their place of work in reasonable time for the purpose of washing up prior to lunch period and the end of their shift. A reasonable time shall be interpreted as ten (10) minutes.

11.05 OVERTIME

Overtime in any day beyond the normal eight (8) hours shall be paid at the rate of one and one-half (1-1/2) times the regular rate. Overtime in any week beyond the normal forty (40) hour week shall be paid at the rate of one and one-half (1-1/2) times the regular rate. Work performed on any of the Holidays, as defined herein, shall be classed as overtime and paid at the rate of time and one-half (1-1/2) times the regular rate in addition to the Holiday pay. Employees shall not be required to lay off during regular hours to equalize any overtime worked, except as defined in clause 12.03 Emergency Shift.

11.06 LIEU TIME OFF

Instead of cash payment for overtime, an employee may choose to receive time off at the overtime rate, to a maximum of twelve and a half (12.5) days per year. Such time off may be accumulated to a maximum of five (5) days at any one time, and is to be taken at a mutually agreeable time.

11.07 CALL BACK

Every employee who is called back and required to work in an emergency outside their regular working hours shall receive a minimum of three (3) hours pay plus one hour travelling time at straight time rates or overtime rate for all hours worked whichever is greater.

11.08 Call back time and overtime shall be distributed as equally as possible among the employees engaged in similar types of operations in a specific work area and who are qualified to perform the work that is available. For the term of this collective agreement, a roster of employees willing to work overtime will be established and posted annually. During the year, employees who wish to add their name to the roster, or remove it from the roster, shall inform their supervisor

in writing. The Employer will maintain a record of scheduled overtime, offered and worked, for employees in each trade group and will provide a summary to the respective group every six (6) months.

11.09 MEAL ALLOWANCE

An employee required to work overtime for two and one-half (2 1/2) hours or more prior to or following the normal day's work, shall be provided with a meal allowance of (\$12.00). An additional meal allowance will be provided for each additional four (4) hours of overtime worked. If the employee is required to work overtime for four hours prior to the normal day's work, they shall receive an extra meal allowance.

11.10 OVERTIME AND CALL BACK PAY

All overtime and call back pay earned by an employee shall be paid and accounted for on the next pay following the pay period in which it was earned.

11.11 SHIFT CHANGE

An employee shall be given no less than five (5) working days notice of a change in shift, unless the change is made at the request of, or to accommodate, the employee, or the shift change is of a temporary nature resulting from an emergency situation or a snowfall.

ARTICLE 12 - SHIFT WORK

12.01 Shifts, for the purposes of this Agreement, shall be defined as follows:

- (a) Day shifts shall be those shifts in which the major portion of hours worked occurs between 6:00 a.m. and 6:00 p.m.
- (b) Evening shifts shall be those shifts in which the major portion of hours worked occurs between 3:00 p.m. and 12 midnight.
- (c) Night shifts shall be those shifts in which the major portion of hours worked occurs between 11:00 p.m. and 8:00 a.m.

12.02 The Employer shall pay a shift premium of 8% on the regular hourly rate to employees when the major number of hours worked in a day fall between 3:00 p.m. and 8:00 a.m., except that employees required to work a regular shift on Saturday or Sunday will receive a shift premium of two dollars and twenty-five cents (\$2.25) per hour for all hours worked.

12.03 EMERGENCY SHIFT

An emergency shift shall be defined as an emergency requiring employees to be on duty between their regular shifts for a period of time of six (6) hours or more. In cases of this nature the individual will receive overtime pay for all hours worked but not report for duty for the next shift unless the emergency persists or in the opinion of the employee they are not in a condition to adequately perform their duties. In determination of the total number of hours worked in the week a minimum of nine (9) hours shall be counted for the emergency shift. Call back shall apply to periods less than six (6) hours.

ARTICLE 13 - HOLIDAYS

13.01 All employees shall receive one day's pay for not working on each of the following holidays and will be credited with eight (8) hours for that day.

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

13.02 One-half day on the afternoon before Christmas Day and one-half day on the afternoon before New Year's Day will also be classed as holidays.

13.03 Employees must work the scheduled work day before and the scheduled work day following these days to receive benefit of the above holidays, except when they are absent on vacations, sick leave, or other leave of absence provided for in this agreement.

13.04 For the Christmas period each year there will be Premium Days and Designated Days off with pay. Employees scheduled to work on those days identified as Premium Days will be paid in accordance with Article 11.05.

Employees scheduled to work on those days identified as Designated Days will receive either time off at time and one half for the hours worked, or pay at time and one half for the hours worked, which will be at the discretion of the supervisor.

When Christmas and New Year's fall on the following days the Premium Days and Designated Days will be:

<u>Day</u>	<u>Premium</u>	<u>Designated</u>
Saturday	December 27,28,29,31	30
Sunday	December 26,27,28,30	29
Monday	December 25,26,27 January 1	28, 29
Tuesday	December 24,25,26 January 1	27, 28, 31
Wednesday	December 25,26,27 January 1	30, 31
Thursday	December 25,26,29 January 1	30,31 Jan. 2
Friday	December 25, 28, 29 January 1	30, 31

ARTICLE 14 - VACATIONS

14.01 (a) An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

Less than one (1) year	1-1/4 working days for each month
One year or more from date of hire	15 days
6 years service from date of hire	17 days
7 years service from date of hire	18 days
8 years service from date of hire	19 days
9 years service from date of hire	20 days
10 years service from date of hire	21 days
16 years service from date of hire	23 days
17 years service from date of hire	25 days

- (b) Four weeks unpaid vacation to be granted subject to operational requirements of the Department. Employees shall be allowed four weeks unpaid vacation once after each five years of service.
- (c) In the calendar year in which their twenty-fifth anniversary of employment falls, each employee will be granted 10 additional days vacation.

14.02 An employee leaving the Employer's service who has vacation credit, shall be entitled to a proportionate payment of salary in lieu of such vacation credit. If an employee dies, their estate shall be credited with the value of vacation credits owing them.

14.03 If a statutory or declared holiday falls or is observed during the employee's vacation period, they shall be granted an additional day's vacation for each such holiday.

14.04 The annual vacation schedule shall be posted each year by April 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.

14.05 Unless written approval is obtained, all vacation credits earned from July 1 to June 30 in any year must be expended before June 1st of the following year. Approval of request to have vacation credits carried over to the next year shall not be unreasonably withheld.

14.06 When employees wish to take vacation leave which was not scheduled under Article 14.04, or when they wish to change their scheduled vacation leave, or when employees wish to take accumulated leave:

1. They will obtain the consent of their supervisor two weeks in advance of a long period of leave;
2. They will obtain the consent of their supervisor prior to taking a short period of leave. This consent will normally be requested three working days prior to the leave; and
3. It is understood that when a request is made before 10:00 a.m., then that day shall count as a full working day for the purpose of this article.

Requests for leave under this Article, including leave requests with less than three (3) working days notice will be given reasonable consideration.

14.07 BEREAVEMENT DURING VACATION

Where an employee's scheduled vacation is interrupted due to a death in the employee's family, the employee shall be eligible for leave in accordance with the terms and conditions of Article 16.03 of the collective agreement.

The portion of the employee's vacation which is deemed to be leave under Article 16.03 will not be counted against the employee's vacation credits.

ARTICLE 15 - SICK LEAVE

- 15.01** 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 or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.
- 15.02** Sick leave credit shall be granted to employees on the basis of one and one-half (1 ½) days for every month of service.
- 15.03** In any one year where an employee has not used up their sick leave credit, they shall be entitled to an accrual of the unused portion of sick leave credit for their future benefit. A deduction shall be made from accumulated sick leave credit of all normal working days, exclusive of holidays, absent for sick leave as defined above.
- 15.04** If at the close of any fiscal year an employee has expended more sick leave than they are entitled to, the over-expenditure may be recovered from holiday time they have earned to a limit of two weeks, unless this over-expenditure is otherwise provided for. Any recovery from holidays will be approved by the employee in writing.
- 15.05** Time lost, including time lost for sickness, by an employee during their six (6) months probationary period shall be considered as leave without pay. However, on completion of their probationary period they shall be credited with nine (9) days sick leave (6 x 1 ½).
- 15.06** Employees are required to produce a medical certificate for any illness in excess of five (5) consecutive working days. In addition, an employee shall be allowed up to seven (7) days uncertified sick leave per year, after which they may be, at the request of the Employer, required to produce a medical certificate from a qualified medical practitioner, certifying that such employee was unable to perform their duties due to illness. Failure to produce such a certificate may result in loss of pay.
- 15.07** When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence, they shall not receive sick leave credit for that period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or lay-off.
- 15.08** Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave pay is granted.
- 15.09** A record of all sick leave (credits and debits) shall be kept by the Employer. A copy of these records will be issued to each employee in January and July of each year.

15.10 An employee will be allowed to transfer sick leave credits to a maximum of ten (10) days, from their 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 immediate requirements of the employee receiving such credits and the proper forms, provided by the Union, have been completed and submitted to the Director, Administrative Services. At no time shall any transfer of sick leave credits to another employee reduce the number of remaining sick leave credits to less than 12 days for the employee's own use. Probationary employees are not subject to the provisions of this clause.

15.11 For all absences due to illness or accident not covered by the Workplace Safety and Insurance Board, employees must complete a Sick Leave Report.

15.12 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 assessments(s) provided by a qualified medical professional), whether the disability is permanent or temporary.

When it is determined that a member of CUPE 910 is unable to perform the full duties of their position due to medical restrictions, 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 the CUPE 910.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 NEGOTIATIONS

The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

16.02 UNION LEAVE

Leave of absence with pay and without loss of seniority shall be granted upon request by the Employer to employees elected or appointed to represent the Union at the Union Conventions or Union Educational Seminars. Such time shall not exceed a total of thirty (30) days in any one calendar year for the entire bargaining unit.

16.03 BEREAVEMENT LEAVE

The Employer will allow up to five (5) working days off without loss of pay in order to make the necessary arrangements and to attend the funeral of a member of their immediate family.

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.

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

In the case of the death of an employee's aunt, uncle, nephew, niece, or step-grandparent the Employer shall grant one (1) day off with pay to attend the funeral.

Should the funeral, burial or memorial take place more than two hundred and fifty (250) kilometres from Ottawa, the Employer will allow one (1) additional day of bereavement leave without loss of pay.

16.04 UNION/PUBLIC OFFICE LEAVE

Any employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, or who is elected to full-time public office, shall be granted leave of absence by the Employer for a period of one year without pay, but without loss of seniority. Such leave shall be reviewed each year during their term of office.

16.05 COURT LEAVE

- (a) Paid leave, through the use of Personal Leave and or Annual Leave, shall be granted to any employee required to be a witness by anybody in Canada with powers of subpoena. The employee shall notify their immediate supervisor immediately upon their notification that they will be required to

attend court and present proof of service requiring their attendance. In the case where an employee has exhausted their Personal Leave, an additional leave of one (1) day shall be granted.

16.06 JURY DUTY LEAVE

The Employer shall pay an employee who is required to serve as a juror the difference between their normal earnings and the payment they receive for jury service. The employee will present proof of service and the amount of pay received.

16.07 EARLY DEPARTURE OR 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. Such permission shall not be unreasonably withheld. Late arrival is intended to be not more than one (1) hour after the normal starting time, and early departure is intended to be not more than one (1) hour before the normal quitting time. Employees may also arrange for appointments to be in the one (1) hour preceding or following their lunch break. In the event that an appointment has been delayed beyond the control of the employee, the employee shall notify their supervisor as soon as they are reasonably able to do so and the entire time will be accounted for under 16.08.

16.08 PERSONAL LEAVE

- (i) Commencing January 1st each year, personal leave for each employee will be granted by the employee's supervisor, on an as required basis, up to a maximum of four (4) days of personal leave with pay to attend to those personal and family matters for which other leaves of absences are not available subject to the operational requirements of the department.
- (ii) Commencing January 1st each year, each employee will be granted one (1) additional day to use for professional leave, specifically for medical, legal and dental appointments that may not be possible outside of work hours and will require more than one (1) hour of flexibility as per Article 16.07. Professional leave will be granted by the employee's supervisor subject to the operational requirements of the department.
- (iii) Unused leave under this article shall not accrue from year to year.
- (iv) This leave may be utilized in terms of hours with an overall maximum of thirty-two (32) hours for each employee each year for personal leave and eight (8) hours for professional leave.
- (v) Personal and Professional leave may not be taken in units of less than one (1) hour.

- (vi) Employees will not be allowed to use personal leave of absence for purposes of extending vacations or the day prior to or the day following a paid holiday

16.09 LEAVE WITHOUT PAY

- (a) The Employer shall grant leave of absence without pay or accrual of other leaves, and without loss of seniority to any employee requesting such leave for good and sufficient cause, such requests to be in writing and approved by the Employer.

16.10 MATERNITY LEAVE

- (b) 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.
- (c) 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.
- (d) Such supplementary payments will be made providing that the employee is not receiving other earnings or payments such that the combined weekly payment (including E.I. benefits, supplementary Employer payments and other employment earnings) exceeds 95% of normal weekly 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.

- (e) Supplementary maternity leave payments shall not be made by the Employer,
 - 1) beyond an employment termination date;
 - 2) beyond the date Human Resources and Skills Development Canada disqualifies the employee from receiving E.I. maternity leave benefits.

- (f) 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.
- (g) 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.
- (h) 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.

(i) **EXTENDED PARENTAL LEAVE**

An employee on approved maternity leave shall accrue seniority.

- (j) Upon request, a birth mother may be granted 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, the employee shall be reinstated in their former position, or in a job of at least equal position.

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.

- (k) The terms and conditions that apply to supplementary maternity leave benefits as outlined in 16.10 (c) to (f) will also apply to a new parent who has not taken maternity leave, including an adoptive parent, providing that

the claimant is eligible and approved for E.I. adoption leave payments, provided the employee has been employed for at least thirteen weeks prior to the date of adoption.

(l) **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.

(m) 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.

(n) An employee on approved parental leave shall accrue seniority.

(o) Upon return to work, the employee shall be reinstated in their former position, or in a job of at least equal position.

16.11 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. Such permission shall not be unreasonably withheld.

16.12 NEW AGREEMENT RATIFICATION

The Employer agrees to allow employees a two (2) hour lunch break to attend one meeting for ratification of the Collective Agreement.

16.13 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.

16.14 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*.

ARTICLE 17 - PAYMENT OF WAGES

17.01 LEAD HAND PAY

- (a) Lead hands shall receive \$3.00 per hour, above the highest rated classification under their supervision. Acting/relief lead hands shall receive \$1.31 per hour. When an employee works in an acting/relief lead hand role for two (2) consecutive months, they will be paid the lead hand rate of \$3.00 for any continuing acting/relief work going forward.
- (b) Acting Lead Hand Process (Roster/List)

The Acting Lead Hand rates of pay will be as follows:

Effective January 1, 2021 (\$1.31)
Effective January 1, 2022 (\$1.45)
Effective January 1, 2023 (\$1.56)

Employees selected for the Acting Lead Hand role will be paid the rate of pay identified above in each year of the Collective Agreement per hour until they have served two (2) consecutive months. At the two (2) month mark, the employees compensation will change to \$3.00 per hour as per the Lead Hand Position in Schedule A.

- (i) In an effort to provide ongoing development/learning opportunities for any bargaining unit member to acquire additional skills, knowledge and experience in a Lead Hand Position, the Acting Lead Hand opportunities that are expected to be less than 3 months in duration will be appointed using the process below.
- (ii) Based on the principle of equitable distribution, a roster of qualified employees willing to work in the Acting Lead Hand role will be established by the employer upon the ratification of this Collective Agreement and posted annually. Annually, employees will have a specified time to indicate if they want to be on the list or removed from it. Once, during the year, employees who wish to add or delete their names from the roster shall inform their supervisor in writing. The initial list shall be drafted based on seniority first and then it will continue on a rotational basis.

Any additions to the list will be added to the bottom of the existing list. The roster shall function on a rotational basis. If an employee declines the offer, the opportunity will be offered to the next person on the list.

- (iii) The Acting Lead Hand opportunities that are anticipated to be more than 3 months in duration will be subject to the posting language outlined in Articles 7.05 and 7.11 and will be entitled to the Lead Hand rate from day of appointment.

- (iv) The employer shall maintain a record of all Acting Lead Hand assignments worked for employees in each trade and non-trade group. The employer will provide a summary to each respective employee group and the Union every six (6) months via email.

17.02 HIGHER AND LOWER CLASSIFICATION PAY RATES

The employer may request an employee to substitute on any job during the absence of another employee, provided they have the skill, knowledge, training and qualifications which may include assigning an employee to perform the duties of a higher classification or to a position paying a lower rate. When an employee is assigned at the request of the Employer to perform the duties of a lower classification or to a position paying a lower rate, the employee will maintain their regular rate of pay. When an employee is on an approved assignment in a higher classification, their salary shall be increased to the rate of that classification.

17.03 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 such courses shall be outside the employee's normal hours of work. Attendance at such course during working hours shall be by mutual agreement with the supervisor, except that an employee will not be allowed to attend daytime courses when same courses are available in the evening.
- (b) From the employee's 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 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) 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.
- (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 dependant 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 die 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.

17.04 Payment of wages shall be by direct deposit.

ARTICLE 18 - JOB RECLASSIFICATION

18.01 No jobs shall be downgraded during the term of this agreement. In the event of an apparent substantial increase in the responsibilities of any existing job, the Union may present a case for upgrading which shall be subject to negotiations between the parties.

ARTICLE 19 - INCLEMENT WEATHER

19.01 Whenever ordinary work cannot be reasonably continued during regular working hours by reason of inclement weather conditions, the Employer shall provide indoor work for the outside crews so engaged. Such crews shall do any reasonable indoor work in such circumstances, regardless of whether it is within their classification. No loss of pay shall result by reason of the provision of this clause.

ARTICLE 20 - OUTSIDE EMPLOYMENT

20.01 The Employer and the Union recognize that the efficiency of the employee depends on their being able to devote their full-time and energy during the working day to the work of the Employer. Therefore, except in extenuating circumstances concurred in by the Employer and the Union, no employee shall engage in outside employment for remuneration or profit. The Employer also agrees not to keep in his employ any person for full-time work, if such person is employed full-time with another Employer.

ARTICLE 21 - JOB SECURITY

21.01 Employees presently in the C.U.P.E. Local 910 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 the C.U.P.E. Local 910 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.

21.02 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 22 - SEVERANCE PAY

ON LAY-OFF

22.01 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.

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

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

22.04 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.

22.05 Both parties agree that job security shall increase in proportion to length of service. In the event of 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 notification of displacement. Failure to make an election as provided above will result in lay-off of the employee concerned.

22.06 In addition to 22.05, an employee who has one year or more of continuous service who is laid off (of a temporary or permanent nature) shall be paid severance pay at the time of lay-off as follows:

- (a) In the case of an employee who is laid off following the signing of this agreement, the amount of severance pay shall be two (2) weeks pay for the first and one weeks pay for each succeeding complete year of continuous service.
- (b) In the case of an employee who is laid off for a second or subsequent time following the signing of this agreement, the amount of severance pay will be one weeks pay for each completed year of service less any amount previously received under part (a) of this article.

22.07 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.

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.

- (b) 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 22.06 (a) or (b).
- (c) The employer will supply in writing to the union advance notification of each Employee recalled to work following a period of layoff.
- (d) The union shall be notified of all appointments, transfers, layoffs and recalls.

22.08 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.

ON RETIREMENT

- 22.09** On termination of employment due to retirement, an employee who has thirteen (13) or more years of continuous employment shall be paid severance pay equal to the product obtained by multiplying their weekly rate of pay on termination of employment by the number of completed years of their continuous employment to a maximum of sixteen (16) (Effective January 1, 2021), less any period in respect of which they were granted severance pay.
- 22.10** The weekly rate of pay referred to above shall be the employee's basic hourly rate multiplied by 40. The monthly rate of pay referred to above shall be the employee's basic hourly rate multiplied by 2088 (2021), or 2080 (in 2022 and 2023) and the product of that calculation divided by 12.

ARTICLE 23 - HEALTH AND SAFETY MEASURES

- 23.01** 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.
- 23.02** 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.
- 23.03** Any employee required to work under dangerous conditions shall be supplied with suitable safety equipment to meet the conditions.
- 23.04** An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave, provided that a Doctor or Nurse states in writing to the Employer that the employee is unfit for further work on that shift.

ARTICLE 24 - BENEFITS

- 24.01** The benefits of the Employee's Pension Plan, Supplementary Medical Insurance, Group Life Insurance, Total Disability Insurance and the University Preventive Dental Plan shall be compulsory for employees.

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:

	Employee	Employer
Employee's Pension	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.
<p>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.</p> <p>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.</p> <p>Any new CUPE 910 Representative on the Pension Committee shall be provided a one-time leave of up to 5 working days, for pension training of their choice.</p>		
O.H.I.P.		100%
Supplementary Medical		100%
Group Life		100%
Total Disability Insurance		100%
Dental Plan		100% based on the current ODA Fee schedules

The Supplementary Medical Insurance Plan will include:

VISION CARE

- (a) Vision care, including eye exams, at 80% reimbursement to a maximum of five hundred dollars \$500.00 per insured person every consecutive 24 months.

PRESCRIPTION SAFETY GLASSES

- (b) Effective January 1, 2022, active employees have the additional benefit of up to two hundred dollars \$200 (at 80% reimbursement) specifically for Prescription Safety Glasses. Employees may also access two hundred dollars \$200 from the five hundred dollar \$500 vision/prescription amount to

use towards prescription safety glasses equalling a maximum of four hundred dollars \$400. (Combined Maximum of Vision Care and Prescription Safety Glasses for Active Employees is seven hundred dollars \$700)

MASSAGE

- (c) Effective January 1, 2021 an 80% reimbursement to a maximum of three hundred and fifty dollars \$350.00 for massage therapy per insured person.

Effective January 1, 2022 massage therapy will increase to four hundred dollars \$400.00.

Effective January 1, 2023 massage therapy will increase to five hundred dollars \$500.00.

DENTAL

MAJOR DENTAL RESTORATIVE

- (d) Effective January 1, 2021, the Dental Plan includes major restorative (bridges and crowns) at 80% reimbursement with a maximum of two thousand dollars \$2,000 per year.

Effective January 1, 2022 the dental major restorative maximum will increase to \$2,500 per year.

ORTHODONTICS COVERAGE FOR CHILD DEPENDENTS ONLY

- (e) Effective January 1, 2022 orthodontic coverage at 80% reimbursement up to a lifetime maximum of five hundred dollars \$500 per dependent child.
- (f) Effective January 1, 2023 orthodontic coverage at 80% reimbursement up to a lifetime maximum of two thousand dollars \$2000 per dependent child.

Maximum \$3,500 per month in Total Disability Insurance

24.02 All employees shall be covered by the Workplace Safety and Insurance Act. An employee prevented from performing their regular work with the Employer on account of an occupational injury or illness that is covered by the Workplace Safety and Insurance Act shall receive from the Employer the difference between the amount payable by the W.S.I.B. and their regular salary. The employee shall continue to receive the full pay and benefits per this agreement for the period for which the W.S.I.B. is willing to support them or for a period equal to one-half of the length of service of the employee, whichever is less.

24.03 The Employer will provide each employee with a description of the benefit plans currently in effect.

- 24.04** The Employer will provide a copy to the Union of the Master Policy Plan specifications currently in effect.
- 24.05** 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.
- 24.06** For the purposes of the Supplementary Medical Plan and the 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.
- 24.07** If an employee dies, there shall be paid to their next of kin or their estate if there is no next of kin, an amount determined in accordance with clause 22.09 or two months salary whichever is greater.

24.08 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.

24.09 COORDINATION OF SPOUSAL BENEFITS

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

24.10 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.

ARTICLE 25 - UNIFORMS

- 25.01** All employees, as a condition of employment, shall wear, while on duty, an authorized uniform. The Employer shall choose the style and colour and shall pay for the cost of the uniforms.

For the purpose of this article a year shall be July 1st to June 30th. All employees will be required to provide completed forms indicating shirt and trouser sizes required no later than January 31st.

The Employer will place the order for uniforms no later than February 28th. The Employer will issue all new uniforms and boots during the first week of July or as soon as delivery is made by the supplier.

25.02 The employer agrees to supply the following uniforms:

- (a) Furniture helpers, Caretakers, Custodians, Carpenters, Cabinet Makers, Chalkboard/Sign Mechanic, Tile Mechanic, Furniture Custodian, Locksmith -

3 shirts every year
2 pair of trousers every year
smocks (as required)
coveralls (as required)
1 light-weight jacket for Spring & Fall use every five years, replacement as required

- (b) Groundskeepers, Truck Drivers, Operators of Outside Equipment -

3 shirts every year
2 pair of trousers every year
1 parka as required
1 rain suit as required
1 light-weight jacket for Spring & Fall use every three (3) years, replacement as required
1 pair of coveralls initially, replacement as required
parka (Electrician Automatic Parking Device only)
1 pair of mitts per year

- (c) Trades Helpers (non-certified), Maintenance Mechanics, Air Conditioning & Refrigeration Mechanics, Sheet Metal Mechanics, Building Operations Technicians, Steamfitters, Plumbers, Electricians -

3 shirts every year
2 pair of trousers every year
2 pair of coveralls initially, replacement as required
1 light-weight jacket for Spring & Fall use every five (5) years, replacement as required

- (d) Painters, Storekeepers, Shipper and Receiver, Customer Service Representative -

3 shirts every year
2 pair of trousers every year
1 smock initially, replacement as required
1 light-weight jacket for Spring & Fall use every five (5) years, replacement as required

(e) Auto Mechanics, Class A -

- 3 shirts every year
- 2 pair of trousers every year
- 1 parka as required
- 2 pair of coveralls, or smocks every year
- 1 light-weight jacket for Spring & Fall use every five (5) years, replacement as required

(f) Groundskeepers, Truck Drivers, Heavy Equipment Operators and Auto Mechanics -

A pair of insulated waterproof safety boots, replacement as required.

In addition, the Employer will supply one pair of safety shoes/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 Employer shall choose the style of footwear which must meet CSA approval and carry the Green Seal or is of equivalent quality.

25.03 The Employer agrees to provide a stock of protective clothing, in various sizes, as follows:

- rain coats
- rubber boots
- parkas
- gauntlet gloves, leather and high heat resistant
- hard hats

These items will remain the property of the Employer and will be provided on an as-required basis. The Employer will ensure the protocols as outlined in the Sanitization of Soft Clothing Policy are applied to clothing and PPE that is available for sign out in the FMP Storeroom.

ARTICLE 26 - TOOLS AND EQUIPMENT

26.01 The Employer shall supply all tools, equipment and cleaning materials, with the exception of the normal hand tools of the various trades. All of the Employer's tools must be kept on the premises; replacement will be made by producing the worn or broken tool. An employee shall be held responsible for tools issued to them by the Employer, and in a case of loss or damage by negligence, shall replace or pay for same.

26.02 The Employer commits that it will continue its existing practice of replacing worn, broken or stolen tools without cost to the employee - except in cases of employee negligence.

26.03 Before the Employer introduces any changes involving automation, mechanization, reorganization 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.

26.04 The need for retraining caused by any change outlined in 26.03 shall be discussed between the Union and the Employer in the Labour Management Committee. Any employees requiring re-training as a result of any changes listed in 26.03 will be given an appropriate amount of time to become productive in their new roles.

ARTICLE 27 - GENERAL CONDITIONS

27.01 Reasonable accommodation shall be provided for employees within the bargaining unit to have their meals and keep their clothes. For the purpose of this paragraph, it is acknowledged that present accommodation as provided, is reasonable.

27.02 The Employer shall provide a Bulletin Board upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

27.03 The Employer shall provide fire insurance covering the tools owned by employees and used in the performance of their duties with the Employer, where fire damage occurs on the premises of the Employer.

27.04 Employees working in trades certified by the Ontario Department of Labour shall display their "Ontario Certificate of Qualification". Apprentices indentured with the Employer shall carry a card issued by the Ontario Department of Labour.

27.05 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 Ontario College of Trades and Apprenticeship Act, 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.

27.06 The Employer shall make available to the Union, information pertaining to bargaining unit employees which is necessary for the Collective Bargaining Process and/or the administration of the Collective Agreement providing such information does not violate a confidence and is not reasonably attainable through the Union's own resources.

27.07 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 as amended from time to time, shall apply to the members of this bargaining unit.

ARTICLE 28 - REPRODUCTION OF AGREEMENT

28.01 The Employer will provide the Union with one hundred and twenty (120) copies of the Collective Agreement within sixty (60) days of signing. These copies of the Collective Agreement shall be a size agreeable to the parties.

ARTICLE 29 – DEFINITIONS

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

29.02 Whenever the singular or masculine or feminine is used in this agreement, it shall be considered as if the plural or feminine or masculine has been used where the context of the party or parties hereto so require. Whenever employee has been used, it shall be defined as employee of the bargaining unit.

ARTICLE 30 – HARASSMENT

30.01 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 8.

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.

30.02 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.

30.03 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.

- 30.04** 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.
- 30.05** 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.
- 30.06** Any employee who chooses to make use of any or all of the Employer's sexual harassment policy shall not, by such use, be prevented from filing a grievance at any time prior to agreeing to any mediated settlement under that policy. The time limit for filing such a grievance under Article 8 will be extended by whatever amount of time is required to process the complaint and reach a decision under the Employer's policy.
- 30.07** If a party to a formal complaint of harassment under the Employer's Sexual Harassment Prevention Policy or Sexual Violence Policy is an employee under this Collective Agreement, they will be informed of their right to be accompanied by a Union Representative at any time.

ARTICLE 31 - EMPLOYMENT EQUITY

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

ARTICLE 32 – NOTICE

32.01 Any notice to be given to the Employer hereunder may be given as follows:

The AVP, Human Resources,
Carleton University,
1125 Colonel By Drive,
Ottawa, Ontario.
K1S 5B6

Any notice to be given to the Union hereunder may be given as follows:

The Secretary,
Local 910,
Canadian Union of Public Employees

It is the responsibility of the Union to keep the Employer informed as to the name and address of the Secretary of the Local.

ARTICLE 33 - TERM OF AGREEMENT

33.01 This Agreement shall be binding and remain in effect from January 1, 2021 to December 31, 2023 and shall continue from year to year thereafter, unless either party gives to the other party notice in writing at least thirty (30) days and not more than ninety (90) days prior to the 31st of December in any year that it desires its termination. However, any changes deemed necessary in this

Agreement may be made by mutual agreement at any time during the existence of this Agreement. Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

33.02 Either party desiring to propose changes or amendments to this Agreement shall, at least thirty (30) and not more than ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within five (5) working days of the receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new agreement.

33.03 WAGE INCREASE

Effective January 1, 2021 an increase equal to .5% will be added to the job rates and to the salaries of all employees. Effective January 1, 2022 an increase equal to 1% will be added to the job rates and to the salaries of all employees. Effective January 1, 2023 an increase equal to 1% will be added to the job rates and to the salaries of all employees.

33.04 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.

Dated at Ottawa, Ontario this 6 of April, 2021.

For the Union:

Steven McWatty

Steven McWatty (Apr 10, 2021 08:53 EDT)

Steven McWatty
Bargaining Team Member

Trevor Manning

Trevor Manning (Apr 12, 2021 08:06 EDT)

Trevor Manning
Bargaining Team Member

Carl Lambert

Carl Lambert (Apr 12, 2021 12:39 EDT)

Carl Lambert
Bargaining Team Member

Brad Crawford

Brad Crawford (Apr 11, 2021 06:32 EDT)

Bradley Crawford
Bargaining Team Member

Margo Pasley

Margo Pasley (Apr 13, 2021 07:16 EDT)

Margo Pasley
National Representative

For the Employer:

Debbie Orme-Rego

Debbie Orme-Rego (Apr 18, 2021 18:17 EDT)

Debbie Orme-Rego
Director Staffing & Labour Relations (Professional Services)

Greg Bugler

Greg Bugler (Apr 19, 2021 09:23 EDT)

Greg Bugler
Manager Labour Relations (Professional Services)

Gary Nower

Gary Nower (Apr 19, 2021 10:53 EDT)

Gary Nower
Assistant Vice-President (Facilities Management and Planning)

Daniel Redmond

Daniel Redmond (Apr 19, 2021 11:12 EDT)

Daniel Redmond
Director, Operations and Maintenance

Gavin Symonds

Gavin Symonds (Apr 19, 2021 11:15 EDT)

Gavin Symonds
Manager, Building Operations

:mw*cope 491
March 12, 2021

Schedule "A"
Job Classification and Salary Rates
January 1, 2021 - December 31, 2021 (0.5%)

Classification	Hourly Rate	Annual Rate (2088 hrs.)	Hourly Rate \$ increase	Annual Rate \$ increase
Groundskeeper	\$21.69	\$45,288.72	\$0.11	\$229.68
Furniture Helper				
Trades Helper				
Custodian 1	\$22.65	\$47,293.20	\$0.11	\$229.68
Groundskeeper II	\$23.13	\$48,295.44	\$0.12	\$250.56
Custodian II				
Shipper/Receiver	\$24.68	\$51,531.84	\$0.12	\$250.56
Storekeeper				
Heavy Equipment Operator	\$25.00	\$52,200.00	\$0.12	\$250.56
Maintenance Mechanic	\$26.02	\$54,329.76	\$0.13	\$271.44
Event and Furniture Mechanic				
Customer Service Representative	\$26.20	\$54,705.60	\$0.13	\$271.44
Furniture Custodian	\$27.77	\$57,983.76	\$0.14	\$292.32
Sign and Chalkboard				
Tile Mechanic	\$28.82	\$60,176.16	\$0.14	\$292.32
Painter	\$30.00	\$62,640.00	\$0.15	\$313.20
Carpenter	\$31.66	\$66,106.08	\$0.16	\$334.08
Locksmith				
Auto Mechanic A	\$32.63	\$68,131.44	\$0.16	\$334.08
Sheet Metal Mechanic	\$33.30	\$69,530.40	\$0.17	\$354.96
Air Conditioning Mechanic				
Electrician				
Plumber				
Steam Fitter				
Building Operations Technician				
Lead Hand	\$3.00			

Note:

- 1. Probationary Rates \$0.15 less per hour than the rate quoted above.**
- 2. Annual Rate for 2021 equals hourly rate times 2088 hours.**
- 3. The Lead hand rate will remain at \$3.00 per hour for the duration of this agreement. Acting Lead Hand rates are subject to Article 17.01 b).**
- 4. The official rate of pay is the hourly rate.**

Job Classification and Salary Rates				
January 1, 2022 - December 31, 2022 (1.0%)				
Classification	Hourly Rate	Annual Rate (2080 hrs.)	Hourly Rate \$ increase	Annual Rate \$ increase
Groundskeeper	\$21.91	\$45,572.80	\$0.22	\$457.60
Furniture Helper				
Trades Helper				
Custodian 1	\$22.88	\$47,590.40	\$0.23	\$478.40
Groundskeeper II	\$23.36	\$48,588.80	\$0.23	\$478.40
Custodian II				
Shipper/Receiver	\$24.93	\$51,854.40	\$0.25	\$520.00
Storekeeper				
Heavy Equipment Operator	\$25.25	\$52,520.00	\$0.25	\$520.00
Maintenance Mechanic	\$26.28	\$54,662.40	\$0.26	\$540.80
Event and Furniture Mechanic				
Customer Service Representative	\$26.46	\$55,036.80	\$0.26	\$540.80
Furniture Custodian	\$28.05	\$58,344.00	\$0.28	\$582.40
Sign and Chalkboard				
Tile Mechanic	\$29.11	\$60,548.80	\$0.29	\$603.20
Painter	\$30.30	\$63,024.00	\$0.30	\$624.00
Carpenter	\$31.98	\$66,518.40	\$0.32	\$665.60
Locksmith				
Auto Mechanic A	\$32.96	\$68,556.80	\$0.33	\$686.40
Sheet Metal Mechanic	\$33.63	\$69,950.40	\$0.33	\$686.40
Air Conditioning Mechanic				
Electrician				
Plumber				
Steam Fitter				
Building Operations Technician				
Lead Hand	\$3.00			
Note:				
1. Probationary Rates \$0.15 less per hour than the rate quoted above.				
2. Annual Rate for 2022 equals hourly rate times 2080 hours.				
3. The Lead hand rate will remain at \$3.00 per hour for the duration of this agreement. Acting Lead Hand rates are subject to Article 17.01 b).				
4. The official rate of pay is the hourly rate.				

Job Classification and Salary Rates				
January 1, 2023 - December 31, 2023 (1.0%)				
Classification	Hourly Rate	Annual Rate (2080 hrs.)	Hourly Rate \$ increase	Annual Rate \$ increase
Groundskeeper	\$22.13	\$46,030.40	\$0.22	\$457.60
Furniture Helper				
Trades Helper				
Custodian 1	\$23.11	\$48,068.80	\$0.23	\$478.40
Groundskeeper II	\$23.59	\$49,067.20	\$0.23	\$478.40
Custodian II				
Shipper/Receiver	\$25.18	\$52,374.40	\$0.25	\$520.00
Storekeeper				
Heavy Equipment Operator	\$25.50	\$53,040.00	\$0.25	\$520.00
Maintenance Mechanic	\$26.54	\$55,203.20	\$0.26	\$540.80
Event and Furniture Mechanic				
Customer Service Representative	\$26.72	\$55,577.60	\$0.26	\$540.80
Furniture Custodian	\$28.33	\$58,926.40	\$0.28	\$582.40
Sign and Chalkboard				
Tile Mechanic	\$29.40	\$61,152.00	\$0.29	\$603.20
Painter	\$30.60	\$63,648.00	\$0.30	\$624.00
Carpenter	\$32.30	\$67,184.00	\$0.32	\$665.60
Locksmith				
Auto Mechanic A	\$33.29	\$69,243.20	\$0.33	\$686.40
Sheet Metal Mechanic	\$33.97	\$70,657.60	\$0.34	\$707.20
Air Conditioning Mechanic				
Electrician				
Plumber				
Steam Fitter				
Building Operations Technician				
Lead Hand	\$3.00			
Note:				
1. Probationary Rates \$0.15 less per hour than the rate quoted above.				
2. Annual Rate for 2023 equals hourly rate times 2080 hours.				
3. The Lead hand rate will remain at \$3.00 per hour for the duration of this agreement. Acting Lead Hand rates are subject to Article 17.01 b).				
4. The official rate of pay is the hourly rate.				

LETTER OF UNDERSTANDING

between

CARLETON UNIVERSITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 910

RE: Lay Off or Redundancy

The Employer agrees that the current employees, as of July 1, 2002, that are members of CUPE Local 910, will not suffer loss of employment through lay off or redundancy during the life of this agreement.

Dated at Ottawa, Ontario this 6 of April, 2021.

For the Union:

Steven McWatty

Steven McWatty (Apr 10, 2021 06:53 EDT)

Steven McWatty
Bargaining Team Member

Trevor Manning

Trevor Manning (Apr 12, 2021 08:06 EDT)

Trevor Manning
Bargaining Team Member

Carl Lambert

Carl Lambert (Apr 12, 2021 12:39 EDT)

Carl Lambert
Bargaining Team Member

Brad Crawford

Brad Crawford (Apr 11, 2021 06:32 EDT)

Bradley Crawford
Bargaining Team Member

Margo Pasley

Margo Pasley (Apr 13, 2021 07:16 EDT)

Margo Pasley
National Representative

For the Employer:

Debbie Orme-Rego

Debbie Orme-Rego (Apr 18, 2021 18:17 EDT)

Debbie Orme-Rego
Director Staffing & Labour Relations (Professional Services)

Greg Bugler

Greg Bugler (Apr 19, 2021 09:23 EDT)

Greg Bugler
Manager Labour Relations (Professional Services)

Gary Nower

Gary Nower (Apr 19, 2021 10:53 EDT)

Gary Nower
Assistant Vice-President (Facilities Management and Planning)

Daniel Redmond

Daniel Redmond (Apr 19, 2021 11:12 EDT)

Daniel Redmond
Director, Operations and Maintenance

Gavin Symonds

Gavin Symonds (Apr 19, 2021 11:15 EDT)

Gavin Symonds
Manager, Building Operations

:mw*cope 491
March 12, 2021

LETTER OF UNDERSTANDING

between

CARLETON UNIVERSITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 910

RE: Post-Retirement Dental Benefits

The parties agree to discuss feasibility including pros and cons of a post-retirement dental plan (cost-neutral to the employer) at the Labour/Management Committee.

Dated at Ottawa, Ontario this 6 of April, 2021.

For the Union:

Steven McWatty
Steven McWatty (Apr 10, 2021 06:53 EDT)

Steven McWatty
Bargaining Team Member

Trevor Manning
Trevor Manning (Apr 12, 2021 08:06 EDT)

Trevor Manning
Bargaining Team Member

Carl Lambert
Carl Lambert (Apr 12, 2021 12:39 EDT)

Carl Lambert
Bargaining Team Member

Brad Crawford
Brad Crawford (Apr 13, 2021 06:32 EDT)

Bradley Crawford
Bargaining Team Member

Margo Pasley
Margo Pasley (Apr 13, 2021 07:16 EDT)

Margo Pasley
National Representative

For the Employer:

Debbie Orme-Rego
Debbie Orme-Rego (Apr 18, 2021 18:17 EDT)

Debbie Orme-Rego
Director Staffing & Labour Relations (Professional Services)

Greg Bugler
Greg Bugler (Apr 19, 2021 09:23 EDT)

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Manager Labour Relations (Professional Services)

Gary Nower
Gary Nower (Apr 19, 2021 10:53 EDT)

Gary Nower
Assistant Vice-President (Facilities Management and Planning)

Daniel Redmond
Daniel Redmond (Apr 19, 2021 11:12 EDT)

Daniel Redmond
Director, Operations and Maintenance

Gavin Symonds
Gavin Symonds (Apr 19, 2021 11:15 EDT)

Gavin Symonds
Manager, Building Operations

:mw*cope 491
March 12, 2021

LETTER OF UNDERSTANDING

between

CARLETON UNIVERSITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 910

RE: Working Groups

The Employer agrees that the Assistant Vice-President, Facilities Management and Planning (AVP-FMP) will convene working groups including CUPE Local 910 President and representatives as chosen by the Local to discuss, and make recommendations on job descriptions and the feasibility of a compressed work week.

The working groups will convene within ninety (90) days of the Union's ratification of the renewal of the collective agreement, and the AVP-FMP will summarize the results in writing no later than November 30, 2021.

Dated at Ottawa, Ontario this 6 of April, 2021.

For the Union:

Steven McWatty

Steven McWatty (Apr 10, 2021 06:53 EDT)

Steven McWatty
Bargaining Team Member

Trevor Manning

Trevor Manning (Apr 12, 2021 08:06 EDT)

Trevor Manning
Bargaining Team Member

Carl Lambert

Carl Lambert (Apr 12, 2021 12:39 EDT)

Carl Lambert
Bargaining Team Member

Brad Crawford

Brad Crawford (Apr 11, 2021 06:32 EDT)

Bradley Crawford
Bargaining Team Member

Margo Pasley

Margo Pasley (Apr 13, 2021 07:16 EDT)

Margo Pasley
National Representative

For the Employer:

Debbie Orme-Rego

Debbie Orme-Rego (Apr 18, 2021 18:17 EDT)

Debbie Orme-Rego
Director Staffing & Labour Relations (Professional Services)

Greg Bugler

Greg Bugler (Apr 19, 2021 09:23 EDT)

Greg Bugler
Manager Labour Relations (Professional Services)

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Gary Nower (Apr 19, 2021 10:53 EDT)

Gary Nower
Assistant Vice-President (Facilities Management and Planning)

Daniel Redmond

Daniel Redmond (Apr 19, 2021 11:12 EDT)

Daniel Redmond
Director, Operations and Maintenance

Gavin Symonds

Gavin Symonds (Apr 19, 2021 11:15 EDT)

Gavin Symonds
Manager, Building Operations

LETTER OF UNDERSTANDING

between

CARLETON UNIVERSITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 910

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 **Schedule A** 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 at Ottawa, Ontario this 6 of April, 2021.

For the Union:

Steven McWatty

Steven McWatty (Apr 10, 2021 06:53 EDT)

Steven McWatty
Bargaining Team Member

Trevor Manning

Trevor Manning (Apr 12, 2021 08:06 EDT)

Trevor Manning
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Carl Lambert

Carl Lambert (Apr 12, 2021 12:39 EDT)

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Brad Crawford

Brad Crawford (Apr 13, 2021 06:32 EDT)

Bradley Crawford
Bargaining Team Member

Margo Pasley

Margo Pasley (Apr 13, 2021 07:16 EDT)

Margo Pasley
National Representative

For the Employer:

Debbie Orme-Rego

Debbie Orme-Rego (Apr 18, 2021 18:17 EDT)

Debbie Orme-Rego
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Daniel Redmond

Daniel Redmond (Apr 19, 2021 11:12 EDT)

Daniel Redmond
Director, Operations and Maintenance

Gavin Symonds

Gavin Symonds (Apr 19, 2021 11:15 EDT)

Gavin Symonds
Manager, Building Operations

LETTER OF UNDERSTANDING

between

CARLETON UNIVERSITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 910

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 at Ottawa, Ontario this 6 of April, 2021.

For the Union:

Steven McWatty
Steven McWatty (Apr 10, 2021 09:53 EDT)

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:mw*cope 491
March 12, 2021

LETTER OF UNDERSTANDING

between

CARLETON UNIVERSITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 910

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 collective 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 910 members at the same (uniform) levels as all other bargaining units, as provided for in the current Pension Plan Text.

Dated at Ottawa, Ontario this 6 of April, 2021.

For the Union:

Steven McWatty

Steven McWatty (Apr 10, 2021 06:53 EDT)

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:mw*cope 491
March 12, 2021

LETTER OF UNDERSTANDING

between

CARLETON UNIVERSITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 910

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 7 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 at Ottawa, Ontario this 6 of April, 2021.

For the Union:

Steven McWatty
Steven McWatty (Apr 10, 2021 06:53 EDT)

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March 12, 2021

LETTER OF UNDERSTANDING

between

CARLETON UNIVERSITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 910

RE: Job Descriptions

Once the job description project has been finalized, no later than August 31, 2021, the Employer shall provide any member of the bargaining unit with a copy of their job description when requested or 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 thirty (30) days of the job description being approved.

Dated at Ottawa, Ontario this 6 of April, 2021.

For the Union:

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March 12, 2021

LETTER OF UNDERSTANDING

between

CARLETON UNIVERSITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 910

RE: Working Remotely (12) month Call Back Pilot Process

The working remotely call back process will be introduced following the ratification of the new collective agreement by both parties. A Committee of up to four (4) Employer and four (4) Union Representatives will be struck to discuss, review and make ongoing recommendations to the process below. A member of CUPE 3778 will be invited to join the committee. The Committee shall meet monthly at a mutually agreed upon date and time during normal working hours. Any process changes will be communicated to the affected employees five (5) days prior to implementation. A process, in consultation with the Union, will be finalized by May 31, 2022.

Employees will have the choice to opt in or out of the pilot process. If they opt into the call back list they are agreeing to participate in this pilot process.

The preliminary process is as follows:

- (a) When an emergency occurs that requires a CUPE 910 member to return to work outside normal regular working hours a call back will be issued. The employee who answers the call back will attempt to resolve the issue remotely. Compensation for a remote call back would be a minimum of two (2) hours straight time rates or overtime rates for all hours worked, whichever is greater.
- (b) If the call back issue cannot be resolved remotely, the employee shall notify CHP of the status of the issue and further steps required (i.e. Contact Manager or an on campus call back is required).
- (c) If a separate on campus call back is required to resolve the issue, the employee who responded to the remote call back shall have first right of refusal. If the on campus call back is refused, the employee shall notify CHP and communicate all available information. The exact protocol for transfer of information to be determined during the pilot process.
- (d) The on campus call back shall be treated as a separate call back and compensation shall be a per 11.07.

Dated at Ottawa, Ontario this 6 of April, 2021.

For the Union:

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March 12, 2021

LETTER OF UNDERSTANDING

between

CARLETON UNIVERSITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 910

RE: Lead Hand Classification

The parties agree that the Lead Hand position shall be included into Schedule A of the Collective Agreement and as such shall be subject to the posting language outlined in Articles 7.05 & 7.11. The Employer also agrees to draft a position description for this classification which shall be discussed and included into the job description committee project as outlined in the attached Letter of Understanding regarding Job descriptions included in this collective agreement.

It is agreed that the employer in consultation with the Union, will identify within the Lead Hand job description, under knowledge, the requirement for a Trade Certificate of Qualification as awarded by the Ontario College of Trades for those trades where it is appropriate and required.

Dated at Ottawa, Ontario this 6 of April, 2021.

For the Union:

Steven McWatty

Steven McWatty (Apr 10, 2021 06:53 EDT)

Steven McWatty
Bargaining Team Member

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HOLIDAY SCHEDULE

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1/2			25
26 2	27 C	28 B	29 1/2	30 D	31 NY	1
25 1	26 C	27 B	28 1/2	29 D	30 NY	31
31	25 C 1 NY	26 B	27 1/2	28 D	29 D	30
30	1/2 24 1/2 31 D	25 C 1 NY	26 B	27 D	28 D	29
29	30 D	31 D	25C 1 NY	26 B	1/2 27 1/2	28
28	1/2 29 1/2	30 D	31D	25 C 1 NY	26 B 2 D	27
27	28 B	1/2 29 1/2	30 D	31 D	25 C 1 NY	26

C = Christmas Day
 B = Boxing Day
 1/2 = Day before Christmas
 1/2 = Day before New Years
 NY = New Years Day
 D = Designated

A	
ACCESS TO ATHLETIC FACILITIES	33
ACCOMMODATION/RETURN TO WORK	19
ACCUMULATED LEAVE	17
ACTING PAY	26
AGREEMENT	10
ARBITRATION	10
B	
BEREAVEMENT LEAVE	17, 20
C	
CALL BACK	13, 15
COORDINATION OF SPOUSAL BENEFITS	33
COURT LEAVE	20
CREDIT COURSES	26
D	
DEATH	20
DEFINITIONS	37
DENTAL	21, 24, 30, 32
DISABLEMENT	6
DISCHARGE OR SUSPENSION	11
DUES	2
E	
EARLY DEPARTURE OR LATE ARRIVAL	21
EMERGENCY	13
EMERGENCY SHIFT	15
EMPLOYEE'S RECORD	12
EMPLOYER NOTIFICATION OF INJURED MEMBERS	33
EMPLOYER PAID COURSE	24
EXTENDED PARENTAL LEAVE	23
F	
FUNERAL	20
G	
GENERAL CONDITIONS	36
GRIEVANCE PROCEDURE	8
GROUP LIFE INSURANCE	30, 31
H	
HARASSMENT	37, 38
HEALTH AND SAFETY MEASURES	30
HIGHER AND LOWER CLASSIFICATION PAY RATES	26
HOLIDAY SCHEDULE	57
HOURS OF WORK	12

I	
INCLEMENT WEATHER	27
INJURY	30
J	
JOB RECLASSIFICATION.....	27
JOB SECURITY	28
JURY DUTY LEAVE	21
L	
LABOUR MANAGEMENT NEGOTIATIONS.....	3
LAY-OFF	5, 28
LEAD HAND PAY.....	25
LEAVE OF ABSENCE.....	5, 18
LEAVE WITHOUT PAY	22
LEGAL APPOINTMENTS.....	21, 24
LIEU TIME OFF	13
LONG TERM DISABILITY	7, 33
M	
MANAGEMENT	1
MASSAGE	32
MATERNITY LEAVE	22
MEAL ALLOWANCE	14
MEDIATION	10
MEDICAL	21, 24, 30
MEDICAL CERTIFICATE	18
N	
NEGOTIATIONS	19
NEW AGREEMENT RATIFICATION	24
NEW JOB CLASSIFICATIONS.....	7
NO DISCRIMINATION OR COERCION	2
NO OTHER AGREEMENTS.....	1
NOTICE.....	39
NOTIFICATION OF VACANT POSITIONS.....	8
O	
O.H.I.P.	31
OCCUPATIONAL HEALTH AND SAFETY COMMITTEE	30
ORTHODONTICS COVERAGE FOR CHILD DEPENDENTS ONLY	32
OUTSIDE EMPLOYMENT	27
OVERTIME	13
OVERTIME AND CALL BACK PAY	14
P	
PAYMENT OF WAGES	25
PENSION FUNDS.....	29
PENSION PLAN.....	30
PERSONAL LEAVE.....	21
POLICY/GROUP GRIEVANCE	9
PRESCRIPTION SAFETY GLASSES	31
PROBATIONARY PERIOD	4, 6, 18
PROGRESSIVE DISCIPLINE.....	12
PROMOTION AND STAFF CHANGES	4

PROMOTIONS OR LATERAL TRANSFERS.....	6
PROMOTIONS REQUIRING HIGHER QUALIFICATIONS.....	6
PUBLIC OFFICE	20
PURPOSE	1
R	
RATIFICATION	24
RECALL	29
RECOGNITION AND NEGOTIATIONS	1
REPLACEMENT EMPLOYEE	7
REPRODUCTION OF AGREEMENT	37
RESERVIST LEAVE.....	24
REST PERIOD	13
RETIREMENT PLAN.....	27
S	
SENIORITY.....	4, 5, 12, 17
SEVERANCE PAY.....	28
SHIFT.....	12
SHIFT CHANGE.....	14
SHIFT PREMIUM	13
SHIFT WORK	14
SICK LEAVE.....	18
STRIKES, LOCK-OUTS OR SLOW-DOWNS	2
SUPERVISE.....	1
T	
TEMPORARY EMPLOYEE.....	7
TERM OF AGREEMENT	39
TOOLS AND EQUIPMENT	35
TOTAL DISABILITY INSURANCE	30
TRIAL PERIOD	6
U	
UNIFORMS.....	33
UNION LEAVE.....	20
UNION SECURITY AND CHECK-OFF OF UNION DUES.....	2
UNION/PUBLIC OFFICE LEAVE.....	20
UNIVERSITY CAREER DEVELOPMENT FUND.....	37
V	
VACATION.....	2, 16, 17
VISION CARE	31
W	
WAGE INCREASE	40
WAIVER OF TUITION FEES	26
WASH UP TIME	13
WORKERS' COMPENSATION	18, 32