

Collective Agreement

between

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

and

Carleton University, Campus Safety Services

DURATION: June 1, 2021 to May 31, 2024



Sector 9
4-404-10338-20240531-9

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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.

DEFINITIONS

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

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

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

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

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

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

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

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

Student Safety Patroller Employee is a casual employee who is an active Carleton University student, who is registered in a minimum of six (6) courses in a degree program in an academic year. This minimum course requirement may be waived at management's discretion. The Employer will endeavour to schedule each member a minimum of 12 hours per week. The Employer shall accommodate the student's academic requirements including the reduction of hours if requested by the Employee. If a Student Safety Patroller requests a reduction in hours, the range in hours shall not apply. A Student Safety Patroller must possess a valid Security Guard license.

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

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

ARTICLE 1 - RECOGNITION

- 1.01 The University recognizes the Ontario Public Service Employees Union as the sole and exclusive Bargaining Unit Agent with respect to all matters covered by this Agreement for all employees of Carleton University, Campus Safety Services, Patrol Services, in the City of Ottawa, save and except Training, Investigation and Case Manager, Community Safety Coordinator, Shift Managers, and persons above the rank of Shift Managers or any other employee included in another bargaining unit.
- 1.02 By the nature of their duties and by their solemn oath, Special Constables covered under this Agreement are bound faithfully to perform their duties subject to the Memorandum of Understanding with the Ottawa Police Services Board, notwithstanding the existence or non-existence of a Collective Agreement.

The parties to this Collective Agreement intend that it shall not limit or impair the continuing faithful performance by the employees of the duties as aforesaid.

ARTICLE 2 - NO DISCRIMINATION OR HARASSMENT

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

2.02 Occupational Health and Safety Act of Ontario

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

ARTICLE 3 - EMPLOYMENT EQUITY

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

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency;
 - b) hire, discharge, direct, classify, transfer, promote, lay off, and suspend or otherwise discipline employees subject to the provisions of this Agreement;
 - c) establish and enforce rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the employees; and
 - d) generally, to manage and operate Carleton University.

ARTICLE 5 – NO STRIKES, LOCK OUTS

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

ARTICLE 6 - UNION SECURITY AND CHECK OFF

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

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

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

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

ARTICLE 7 - UNION REPRESENTATION

7.01 The Employer agrees to recognize Union Stewards. The Union will notify the Employer of the names of Union Stewards in advance of them being recognized by the Employer.

7.02 It is understood and agreed that Union Stewards have duties to perform as employees and that, if it is necessary to investigate a grievance or attend a grievance hearing during working hours, the Steward will not leave their duties without first obtaining the permission of a Shift Manager. The Steward will be required to request leave in writing from a Shift Manager before leaving their duties

and will notify the Shift Manager in writing on returning to duties. Such requests for leave shall be considered based on operational requirements. It is understood and agreed that operational requirements may necessitate the Steward to return to duties at any time. Employees attending such meetings shall not incur any loss of pay or benefits. For the purposes of this article, the definition of "writing" includes written letter or electronic mail.

7.03 Labour Management Committee

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

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

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

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

7.04 Negotiating Committee

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

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

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

7.06 Health and Safety Committee

The Employer recognizes a Union representative will be a member of the Joint Health and Safety Committee. If a committee member is required to attend a Joint Health and Safety Committee at any time other than their scheduled shift, the committee member shall be compensated at the rate of one time and one-half (1 ½) for a minimum of four (4) hours.

ARTICLE 8 - DISCIPLINE

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

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

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

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

8.04 Verbal and written warnings shall be removed from Student Safety Patrollers' personnel files after six (6) months of active employment from date of being filed provided that the employee's record has been discipline free for that six (6) month period.

Disciplinary action such as suspensions shall remain on file for six (6) months and then will revert to a written warning for a further (6) months if there has been no reoccurrence on behalf of the employee.

Student Safety Patrollers who leave the program and have disciplinary action on their file can apply to have it removed.

8.05 All discipline issued to employees shall be in writing with one (1) copy filed, one (1) supplied to the individual concerned, and one (1) copy to the Union.

ARTICLE 9 – COMPLAINT AND GRIEVANCE PROCEDURE

9.01 Complaint Stage

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

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

Grievance Procedure

9.02 Step One

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

9.03 Step Two

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

9.04 Individual Grievance

Any dispute affecting one employee constitutes an individual grievance.

9.05 Group Grievance

Any dispute affecting a group of employees which is taken up on their behalf by

the Union constitutes a group grievance.

9.06 Policy Grievance

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

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

9.07 Suspension/Discharge

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

9.08 Time Limits

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

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

ARTICLE 10 - MEDIATION/ARBITRATION

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

10.02 Arbitration Procedure

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

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

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

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

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

- 10.04 No person shall be selected as Arbitrator who:

- (a) is acting, or has within a period of six (6) months preceding the date of their appointment acted in the capacity of solicitor, legal advisor, or counsel to either of the parties; or who
- (b) has any pecuniary interest in the matters referred to them, as the case may be.

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

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

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

ARTICLE 11 - PROBATIONARY EMPLOYEES

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

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

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

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

An employee must successfully complete their probationary period before they are eligible for consideration of another position, unless it is in the Employer's interest to consider them for transfer.

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

11.02 Special Constable Status

A probationary employee appointed initially as a Campus Safety Officer must be able to qualify for and be granted Special Constable designation within the twelve (12) month continuous service period; otherwise, their employment will be terminated. Should the probationary employee be granted Special Constable designation after six (6) months but prior to twelve (12) months, the employer reserves the right to continue the probationary period for the full twelve (12) months. Should such designation be delayed, the Employer may with notice and explanation to the Union, extend the probationary period pending the granting of said designation.

The Employer will endeavor to ensure all necessary training is provided to the employee at the first opportunity.

Should an employee's Special Constable appointment be revoked, or not renewed

for whatever reason by the provincial Ministry or the Ottawa Police Services Board, their employment may be terminated upon review by the employer. In the event that a Special Constable's appointment is suspended by the provincial Ministry or the Ottawa Police Services Board, the employee may be suspended with pay for the duration.

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

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

Where the reclassification is as a result of actions or directives external to and beyond the control of the University, or the University has made the decision to terminate the Special Constable agreement with the Ottawa Police Services Board, the University agrees to consult with the Union around the ongoing status, wages and transition plan for the affected Special Constables. The wages of affected employees will remain the same for a minimum period of six (6) months.

ARTICLE 12 – SENIORITY

- 12.01 The Employer agrees to observe the seniority of the employees in connection with promotions, demotions, lay-offs, and recalls insofar as it is practicable to do so, providing other qualifications are equal. Promotions to supervisory positions outside of the bargaining unit shall not be subject to the provisions of this Agreement.

- (a) Seniority, as referred to in this Agreement, shall mean the length of continuous service a continuing or term employee has with the Employer within this bargaining unit.
- (b) The Employer agrees to observe the seniority of Student Safety Patrol (SSP) employees for the purpose of lay-off and recall, within their respective employee pool.

12.02 Accumulation of Seniority

Seniority shall accumulate in the following circumstances:

- (a) when actually at work;
- (b) when absent due to approved vacation, or holidays;

- (c) to the extent that the employee is covered by the sick leave provisions of the Collective Agreement;
- (d) during the first one-hundred and twenty (120) days of a leave of absence; and
- (e) while on pregnancy/parental leave.

12.03 Loss of Seniority

An employee shall lose seniority if they:

- (a) voluntarily quits the employ of the University;
- (b) is dismissed with just cause;
- (c) is absent for reason of illness or injury for more than twenty- four (24) months;
- (d) has been laid off for more than one (1) year;
- (e) accepts gainful employment while on a paid leave of absence without first obtaining the consent of the Employer, to be confirmed in writing;
- (f) fails to return to work within ten (10) days following the termination of an authorized leave of absence without a reason satisfactory to the Employer;
- (g) following a layoff, fails to advise the Employer within five (5) working days of receipt of notice to return to work, of their intention to return to work or fails to report for work on the date and at the time specified in the said notice.

12.04 Seniority List

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

ARTICLE 13 – LAYOFF AND RECALL – Full-time Continuing Employees

The Employer endeavours to provide the Union with as much notice as possible, but at least sixty (60) days, regarding reductions of staffing levels in the bargaining unit including individual lay-offs.

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

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

The parties agree that in the case of layoffs, the University would endeavour to retain fulltime continuing staff. As such, if base funding is eliminated resulting in layoffs of full-time staff, it is agreed that full time staff would be placed into any Term positions currently available within their classification, based on seniority and length of term position. The affected continuing staff member would retain all benefits of being a continuing staff member, except would be bound by the dates in the Term position they are placed in. Should they not be returned to their continuing position by the end of the Term position they will be entitled to the terms of layoff and recall outlined in this article.

Term employees displaced through this process will be managed under Article 14.

Each affected employee shall be entitled to one (1) month written notice of permanent or long-term layoff. To assist the employee in this process, layoff notices will contain all information necessary to support the decision required, as outlined below. It is further agreed that notice to both the Union and the employees may run concurrently.

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

After receipt of such written notice, affected employees will have a period of up to seven (7) calendar days to indicate their choice of options as outlined below.

An employee who is subject to permanent or long-term layoff shall have the following entitlements:

- (a) Accept the layoff and be placed on a recall list for twelve (12) months from the date the actual layoff begins; or
- (b) Accept the layoff, receive severance pay (if applicable) according to the Employment Standards Act, and opt to receive *any applicable* pay in-lieu of notice.
- (c) The employee may displace an employee who has lesser bargaining unit seniority within their classification, or lower paying classification, if the employee originally subject to layoff can perform the duties of such employee without training other than orientation and is eligible to work in said classification. Such orientation will not normally exceed 80 hours, but will be determined by the nature of the orientation required in each work area.

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

Subject to the employee being able to perform the work available in the absence of training or orientation, recall shall be made in order of seniority. In the event of vacancies arising during the period of layoff, such vacancies will be used for recall.

ARTICLE 14 – END OF CONTRACT – Term Employees

14.01 When a Term employee's contract ends and is not renewed, it is agreed that they will retain their rights under Article 20 for priority status to be considered for job postings for 6 months following the end of the contract.

14.02 When a Term employee's contract is ended early other than for disciplinary or performance reasons, the employee is entitled to two (2) weeks' paid notice and one of the following options:

1. Additional notice in accordance with the following schedule:
 - (a) Upon completion of the probationary period and with up to two (2) years of service – one (1) week;
 - (b) Over two (2) years of service, less than five (5) – two (2) weeks;
 - (c) Five (5) years of service or more - one (1) week for each year of service beyond four (4) years of service to a maximum of eight (8) weeks. (Severance also payable for those in this category as per the Employment Standards Act.)

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

Or

2. The employee can be placed on a recall list for the remainder of the original length of the term contract.

In addition, and at the conclusion of the time period identified by the employee's choice of either option 1 or 2, it is agreed that they will retain their rights under Article 20 for priority status to be considered for job postings for an additional six (6) months.

14.07 Change of Address

It shall be the duty of each employee to notify and keep the Employer informed promptly of any change of address, telephone number, and e-mail. If any

employee should fail to do so, the Employer will not be responsible for failure of such notice to reach the employee.

ARTICLE 15 – JOB SECURITY

15.01 (a) No Contracting Out

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

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

(b) Work of the Bargaining Unit

Persons not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement except in situations where an appropriately classified employee is unavailable to complete the required work.

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

ARTICLE 16 - HOURS OF WORK AND OVERTIME

16.01 Hours of Work

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

The standard work week for Continuing and Term employees shall be comprised of five (5) eight (8) hour shifts and/or three (3) and four (4) twelve (12) hour shifts averaging forty (40) hours in accordance with the regular shift schedule. This shift schedule shall not constitute a guarantee of hours of work per day or of days of work per week. For clarity, the Employer may change the shift schedule to meet operational requirements upon giving notice in accordance with Article 16.02.

Hours of work for Casual employees will be aligned with the definition clause in this collective agreement.

Regular hours worked as part of the shift schedule which are in excess of forty (40) hours per week on average shall be paid out per the Leveling Agreement and considered as pensionable earnings.

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

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

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

16.02 Shift Schedules

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

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

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

16.03 Shift Relief

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

16.04 Mutual Shift Exchange

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

16.05 Rest and Eating Periods

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

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

16.06 Overtime Cancellation

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

16.07 Call Back

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

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

16.08 Court Appearance

The employee shall notify their manager immediately upon their notification that

they will be required to attend court and present proof of service requiring their attendance.

When an employee is required to attend court as part of their duties and is prevented from going off duty at the normal time, time in excess of the normal shift shall be paid at time and one-half (1 ½).

When an employee is required to attend court as part of their duties on a day that is scheduled as their day off, the employee will be paid a minimum of four (4) hours at straight time or at time and one-half (1 ½) for the duration of the appearance, whichever is greater.

When an employee is required to attend court as part of their duties and is scheduled to work the night shift prior to or following the court appearance so that they will not have time to rest, the Manager will arrange for the employee to leave work early from or arrive at work late on the night shift so that they will have eight (8) hours between the shift and the court appearance. This time will be rescheduled by the Shift Manager. This paragraph may be waived if the Manager and the employee mutually agree.

When an employee is required to attend court as part of their duties, their expenses incurred shall be reimbursed as per Human Resources Policies.

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

16.10 Lieu Time Bank

Excess hours worked or earned through overtime or statutory holidays, or as a result of a short-term schedule change as per 16.02, at the employee's option, may be taken as time off at the rate of time and one-half (1 ½) or straight time as applicable, or cash paid out in the next pay period.

Banked time off must be taken during each fiscal year (currently May to April each year) and will be scheduled off with the approval of the Manager. Banked lieu time remaining at the end of March each fiscal year that has not been scheduled as time off shall be paid out at the end of April for each fiscal year at the employees current rate. Once time off from one fiscal year is scheduled to be taken in the following fiscal year, it cannot be converted back to the lieu time bank or paid out.

16.11 Mandatory Training, Hours and Compensation

(a) When the Employer determines that training is required for a position or

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

- (b) Employees in attendance at mandatory training occurring outside of their regularly scheduled shifts shall be paid for time so spent in attendance at straight time rates, or for three (3) hours, whichever is greater. In addition, employees shall receive a travel allowance equal to one (1) hour pay at straight time rates to cover travel time and mileage to/from the training location. If an employee falls into the category contained in paragraph 3 below, this paragraph shall not apply.
- (c) In the event that an employee's attendance at mandatory training commences within one (1) hour of the start of their regular scheduled shift, the employee shall report to work at the off-campus training location, otherwise they are expected to report to campus and will be given the reasonable travel time to reach the training location. Alternate arrangements can be discussed with the Shift Manager. They will be compensated for time so spent in attendance at training at straight time rates and, following the completion of training, will return to the workplace to complete the remainder of their scheduled shift. Mileage claims submitted by employees for their return travel from the training location to complete their scheduled shift will be reimbursed per the Travel and Related Expenses Policy as contained in Human Resources Policies, as amended from time to time.
- (d) When mandatory training is held off campus, employees will be compensated for any parking costs incurred while parked at the training location.
- (e) The Employer shall endeavour to schedule mandatory training for a convenient time for all members of the bargaining unit. An employee shall have a minimum of eleven (11) hours' time off in a twenty-four (24) hour period and minimum of eight (8) hours between the end of a regular scheduled shift and commencement of mandatory training.
- (f) Mandatory training may consist of one or more subjects.
- (g) Reconciliation of hours must occur whenever the hours worked are not aligned with the scheduled shifts. The Employer and employee will schedule any required shifts, ideally during the current respective shift cycle. Where that is not possible, any required rescheduling will be occur over the current corresponding 8-week levelling period at a mutually agreed to time, provided that no overtime is incurred and it is paid at straight time. Should it not be possible to reconcile the hours owed within the eight (8) week levelling period, any hours scheduled after this time period, shall be paid either at straight time or time and $\frac{1}{2}$, if hours to be reconciled exceed hours regularly scheduled for that period.

In March of every year, annual reconciliation of total hours owed/earned will be discussed and paid out or assigned at straight time.

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

ARTICLE 17 – STATUTORY/PAID HOLIDAYS

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

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

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

An employee who works twelve (12) hour shifts and who works on a Statutory or Paid Holiday shall receive pay at the rate of one and one-half (1½) times the hourly rate for the hours worked for such holiday, in addition to their regular pay.

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

An employee who is not scheduled to work on a Statutory or Paid Holiday and ends up working a full or partial twelve (12) hour shift will be paid at time and one-half for all hours worked in addition to twelve (12) hours straight time for Statutory Holiday Pay (if less than eight (8) hours they would be paid a minimum of eight (8) hours straight time for Statutory Holiday Pay).

For those employees who work eight (8) hour shifts, Statutory Holidays will be taken on either the day it lands or on a day that is mutually agreed to with their manager.

Employees who work eight (8) hour shifts, will not be required to use leave credits for the Winter Shutdown and may opt to work on duties assigned by their Manager for this period of time.

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

17.03 No Pyramiding

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

ARTICLE 18 - VACATION WITH PAY

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

Less than one (1) year	10 hours for each month
One (1) year or more	120 hours per year
Six (6) years' service	128 hours per year
Seven (7) years' service	136 hours per year
Eight (8) years' service	144 hours per year
Nine (9) years' service	152 hours per year
Ten (10) years' service	160 hours per year
Fifteen (15) years' service	176 hours per year
Eighteen (18) years' service or more	200 hours per year

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

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

18.03 Compensation for Statutory Holidays Occurring during Annual Vacation

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

18.04 Scheduling Annual Vacation

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

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

The annual vacation draw shall commence no earlier than February 15th of each year and shall be completed no later than March 15th.

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

Management will endeavor to honour pre-approved vacation for employees who are required by the employer to change Teams.

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

18.05 Reporting Annual Leave

Employees are required to request and report annual leave utilizing the current reporting tool.

18.06 Vacation Entitlement While on Leave Without Pay

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

ARTICLE 19 - SICK LEAVE

19.01 Definition

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, or disabled because of an accident for which compensation is not payable under the *Workplace Safety and Insurance*

Act. In order to qualify for paid sick leave, an employee must be a continuing or term employee and unable to work due to illness or injury.

19.02 Sick Leave Credit

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

An employee will be allowed to voluntarily transfer sick leave credits to a maximum of sixty (60) hours from 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 requirements of the employee receiving such credits. At no time shall any transfer of sick leave credits to another employee reduce the number of sick leave credits to less than one hundred and forty-four (144) hours for the employee's use. Forms of Authorization shall be circulated by the Union, signed by the donor(s), and presented to the Employer. Probationary employees shall not be subject to the provision of this clause.

19.03 Required to Call In

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

19.04 Medical Certificate

The Employee must satisfy the Employer that they are ill and unable to work. An employee may be required to provide a medical certificate from a physician and must provide a medical certificate for any illness in excess of any four (4) consecutive twelve (12) hour working shifts or five (5) consecutive eight (8) hour working shifts. Any request for a medical certificate prior to the above-mentioned four (4) or five (5) shifts will be reimbursed by the Employer.

19.05 Misuse of Sick Leave

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

19.06 Sick Leave Pay while Drawing Workplace Safety and Insurance Payments

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

19.07 Hospitalization during Vacation

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

19.08 Medical Accommodations

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

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

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

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

ARTICLE 20 - JOB POSTING

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

20.02 It is agreed that continuing and term employees in the bargaining unit shall be given first consideration in accordance with the provisions of Article 20.01. If the Employer is unable to select from amongst those applicants a successful candidate, then applications, including those from outside the bargaining unit, will be given consideration in filling the vacancy.

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

20.04 Trial Period

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

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

20.06 Limitation on Application

An employee must successfully complete their probationary period before they are eligible for consideration of another position, unless it is in the Employer's interest to consider them for transfer.

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

20.07 Explanation to Employees

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

ARTICLE 21 - JOB CLASSIFICATIONS

21.01 (a) In the event the Employer establishes any new job classification within the

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

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

ARTICLE 22 – LEAVES OF ABSENCE

22.01 Bereavement Leave

The Employer shall grant four (4) twelve (12) hour working shifts or five (5) eight (8) hour working shifts off, without loss of pay in order to make the necessary arrangements and to attend the funeral of a member of the employee's immediate family. Immediate family is defined as spouse or same sex partner, parent, child (stepchild), grandchild, sibling (including stepbrother, stepsister), parent-in-law, grandparent, guardian or ward.

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

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

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

22.02 Jury Duty/Witness Leave

The employee shall notify their manager immediately upon their notification that they will be required to attend court and present proof of service requiring their attendance.

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

22.03 Leave of Absence Without Pay

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

22.04 Maternity Leave

- (a) 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.
- (b) 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:
 - i) For the one (1) week of waiting period provided for in the employment insurance plan, a payment equal to ninety-five percent (95%) of weekly gross salary;
 - ii) for each of the fifteen (15) weeks where the Employee receives Employment Insurance maternity benefits, complementary payments equal to the difference between ninety-five percent (95%) of weekly gross salary and the Employment Insurance payment received.
- (c) Such 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, there is no impact on the maternity allowance payments made in accordance with the Supplementary Employment Benefit Plan. For clarity's sake however, 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.

- (d) Supplementary maternity leave payments shall not be made by the Employer:

- i) beyond an employment termination date;
 - ii) beyond the date Human Resources and Skills Development Canada disqualifies the employee from receiving E.I. maternity leave benefits; or
- (e) Should Human Resources and Skills Development Canada eliminate or reduce the payment of E. I. maternity benefits, the employee shall be entitled to receive from the Employer payments equivalent to those which would have been made under the E. I. SUB plan at the time immediately prior to its elimination or reduction.
- (f) While on 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.
- (g) 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.
- (h) An employee on approved maternity leave shall accrue seniority.
- (i) A continuing employee who returns to work from pregnancy leave shall be returned to the position held prior to the leave or a comparable job if that job no longer exists. A term employee who returns to work from pregnancy leave shall be returned to the position held prior to the leave provided the expiry date of the leave does not exceed the specified termination date of the term appointment. Student Safety Patrol employees who return to work from pregnancy leave shall be required to re-apply for the program should they return after the expiration of their contract that they held at the time they commenced their maternity leave.
- (j) The employer will provide each employee on Maternity and/or Parental Leave two months' notice from their expected return to work date of any change to their team or schedule. Staff who make changes to their date of return may receive less notice.

22.05 Extended Parental Leave

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

- (b) The terms and conditions that apply to supplementary maternity leave benefits as outlined in 22.04 (b) to (e) 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, and provided the employee has been employed for at least thirteen weeks prior to the date of adoption.
- (c) 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.
- (d) 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.
- (e) An employee on approved parental leave shall accrue seniority.
- (f) Upon return to work, the employee shall be reinstated in their former position, or in a job of at least equal position.
- (g) A continuing employee who returns to work from parental leave shall be returned to the position held prior to the leave or a comparable job if that job no longer exists. A term employee who returns to work from pregnancy leave

shall be returned to the position held prior to the leave provided the expiry date of the leave does not exceed the specified termination date of the term appointment. Student Safety Patrol employees who return to work from pregnancy leave shall be required to re-apply for the program should they return after the expiration date of their contract that they held at the time they commenced their parental leave.

- (h) The employer will provide each employee on Maternity and/or Parental Leave two months' notice from their expected return to work date of any change to their team or schedule. Staff who make changes to their date of return may receive less notice.

22.06 Special Leave

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

Illness in the employee's household and/or immediate family	- up to 36 hours per occasion
Fire or other disaster resulting in property damage in the employee's residence	- 24 hours per occasion
Medical, dental and legal appointments requiring absence from work, depending upon duration and time of appointment	- up to 12 hours per occasion
Moving of a household	- 24 hours per occasion
Writing an examination	- 6 hours per occasion
Marriage	- up to 24 hours at the employee's discretion
Spouse for birth/adoption of their child	- 24 hours per occasion; must be taken within the first month of the birth or adoption
Religious observation	- 24 hours per year
Veterinary Emergency	- up to 12 hours per year
Graduation (Own, Spouse, Child)	- up to 12 hours per occasion
Volunteer Day	- up to 12 hours per year

Car Breakdown	- up to 12 hours per year
Sudden Lack of Childcare/Elder Care	-up to 12 hours per occasion

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

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

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

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

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

ARTICLE 23 – TECHNOLOGICAL CHANGE

23.01 A technological change is defined as a change in process, technology or equipment.

23.02 The Employer shall notify the Union in writing 3 months prior to the introduction of any technological change which may adversely affect employees, their wages, rights or working conditions. Such notice shall include:

- (a) the nature of the technological change;
- (b) the date on which the Employer proposes to effect the technological change;
- (c) the appropriate number, type and location of employees likely to be affected by the technological change;

(d) the effect the technological change is likely to have on the terms and conditions of employment of the affected employees.

23.03 The Employer shall meet with the Union within 15 working days of giving notice and shall hold consultations in an effort to reach agreement on solutions to any problems arising from the intended change and on measures to be taken by the Employer to protect employees from any adverse effects.

23.04 Where the parties agree to solutions to the problems arising out of technological change, the solutions shall be prepared as a Letter of Agreement between the parties and such letters shall have the same effect as the provisions of the existing Collective Agreement.

23.05 Employees in positions that are declared redundant as a result of technological change shall be treated in accordance with the provisions outlined in Article 13 or Article 14 (Layoff and Recall) of this Agreement.

ARTICLE 24 - BULLETIN BOARDS

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

ARTICLE 25 – WAGES AND WAGE PREMIUMS

25.01 Salary Rates

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

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

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

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

25.04 Coach Officer Premium refers to an hourly premium paid to qualified continuing employees assigned by a manager as a coach officer to provide recruit training to a new employee or specific training to an employee assigned new tasks not

normally within their assigned duties. Examples of this training include NWRC post training, parking enforcement training and dispatch training. Coach Officer Premium will be paid during the initial training period. If it is determined that additional guidance is required after the initial training period, the original Coach Officer shall not receive additional Coach Officer Premium to further assist the trainee. The Coach Officer shall complete an assessment detailing the training provided and the trainee's achievements during the training period.

ARTICLE 26 - BENEFITS

The Pension, the Supplementary Medical Insurance, the Group Life Insurance, the Long-Term Disability Insurance, and the Dental Plan which are available for continuing and term employees shall be voluntary or compulsory according to the terms of the Master Plan during the period of this Agreement and the Benefits at a Glance booklets. Any discrepancy between the Benefits at a Glance booklet and the Master Plan, the Master Plan will be deemed correct.

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.

26.01 Pension Plan

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

26.02 Long-Term Disability Plan

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

26.03 Supplementary Health Plan

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

26.04 Dental Plan

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

ARTICLE 27 – OTHER EMPLOYEE BENEFITS

Applies to Full-time and Term Employees

Athletic Facilities

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

Library Facilities

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

Tuition Fees

- (a) Continuing and Term employees shall be entitled to register for credit courses which are funded by the Ontario Government free of tuition from the date of employment with the University, but will be required to pay all supplementary fees.
- (b) This benefit will remain in force so long as its continuance is not prevented by the Ministry of Colleges and Universities, and as long as the Ministry continues to fund students covered by this Article.
- (c) From date of appointment, the employee's spouse and dependent children shall be entitled to register for credit courses, free of tuition, but they will be required to pay all supplementary fees.
- (d) If an employee, employee's spouse or dependent is unsuccessful in or withdraws with academic penalty from the course(s) for which she/he registers, the next course must be successfully completed at her/his own expense in order to re-establish this privilege.
- (e) For the purpose of this Article, a dependent is defined as a natural/adopted child of the employee who qualifies for dependent status under the *Income Tax Act*, in the years in which the free tuition is requested, or a child who is twenty-six (26) years of age or younger. This age restriction does not apply to a child who remains a dependent under the provisions of the Income Tax Act due to a disability for which a disability tax credit certificate has been issued.
- (f) Employees receiving benefits under the Long Term Disability Plan, their eligible spouses and dependents, the eligible spouses and dependents of employees who 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) 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.

ARTICLE 28 - CLOTHING AND EQUIPMENT

- 28.01 (a) The Employer shall furnish the necessary pieces of clothing and any protective equipment required by uniformed Special Constables and Campus Safety employees to perform their work functions. Uniforms and equipment will be issued in accordance with the Department of University Safety (Patrol Services) Directive and schedules contained within the Memorandum of Understanding between the Ottawa Police Services Board and Carleton University concerning equipment issue, identification, and uniforms. Uniformed employees shall wear and use such approved clothing and equipment appropriately while on duty. Clothing and equipment shall be replaced when damaged or worn out and requests for replacement of unserviceable items shall not be unreasonably denied. The Employer will ensure that each officer will be outfitted in uniform appropriate to the season and provided with any protective equipment required to perform their assigned duties.
- (b) Bullet/stab resistant vests will be replaced after five (5) years of issue/wear.
- (c) Special Constables, Campus Safety Officers, and Auxiliary Officers assigned to the Bike Patrol Unit will be issued the uniform and required protective equipment necessary to perform this duty.
- (d) Duty (winter) boots and (summer) shoes may be replaced up to once per annum for each uniformed employee, excluding Student Safety Patrollers.
- 28.02 (a) The Employer shall furnish the necessary pieces of clothing and equipment required by Student Safety Patrollers to perform their work functions. Student Safety Patrollers shall wear and use such approved clothing and equipment appropriately while on duty. Clothing and equipment shall be replaced when damaged or worn and requests for replacement of unserviceable items shall not be unreasonably denied.
- (b) Student Safety Patrollers shall be responsible for providing their own boots/shoes for work duty - boots/shoes must conform to the Department uniform standard.
- (c) Student Safety Patrollers shall share use of uniform jackets, duty belts, and

related duty equipment. The Employer will ensure that shared uniforms are kept in a serviceable condition.

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

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

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

ARTICLE 29 - MEAL ALLOWANCE/TAXI

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

29.02 Student Safety Patrollers (SSPs) shall be reimbursed for the cost of a taxi to home in the event that their shift ends after the cessation of public transit service on campus.

ARTICLE 30 - EMPLOYEE FILES

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

ARTICLE 31- LEGAL INDEMNIFICATION

31.01 (a) Subject to the other provisions of this article, an employee charged with and finally acquitted of a criminal or statutory offence because of acts done in the attempted performance in good faith of their duties shall be indemnified for the necessary and reasonable legal costs incurred in the defense of such charges.

(b) Notwithstanding (a) above, the Employer may pay necessary and reasonable legal costs of an employee pleading or being found guilty of an offence as described in (a), where the court, instead of convicting the accused, grants them an absolute discharge, provided that the Employer considers that the member's actions in the course of performing their duties were motivated by an intent to do their lawful duty, that such actions do not

constitute any of the actions described in (c) hereof, and that such indemnification will not in the opinion of the Employer reduce respect for law enforcement to the community.

- (c) Notwithstanding (b) above, the Employer may refuse payment where, in the opinion of the Employer, the actions of the employee from which the charge arose amounted to a dereliction of duty or abuse of their powers as an employee.
- (d) Where an employee intends to apply to the Employer for indemnification hereunder, the employee shall, within thirty (30) days of being charged, apply in writing to the Employer for approval to retain counsel and approval of the counsel to be so retained.
- (e) For the purposes of this provision, a member shall not be deemed to be "finally acquitted" if, as a result of a charge laid, they are subsequently found guilty of, or pleads guilty to, other charges arising out of the same incident or incidents, but nothing in this clause will disentitle the member to consideration under clause (d) hereof.
- (f) Where an employee is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of their duties, as determined by the Employer, they shall be indemnified for the necessary and reasonable legal costs incurred in the defense of such an action and the Employer, at its sole discretion, shall have carriage of the defense. Where the employee intends to apply to the Employer for indemnification, they shall do so within thirty (30) days of the commencement of the action.
- (g) Notwithstanding (f), the Employer may refuse payment where, in the opinion of the Employer, the actions of the employee from which the civil action arose amounted to a dereliction of duty or abuse of their powers as an employee.
- (h) An employee whose conduct is called into question in the course of an inquiry under the *Coroner's Act* because of acts done in the attempted performance in good faith of their duties as an employee, shall be indemnified for the necessary and reasonable cost incurred in representing their interest in any such inquest and the Employer, in its sole discretion, shall have carriage of the defense.
- (i) For the purposes of this provision, "necessary and reasonable legal costs" shall be based on the account rendered by the solicitor performing the work, subject initially to the approval of the University General Counsel and, in the case of dispute between the solicitor doing the work and the University General Counsel, assessment of the account pursuant to the rules of civil procedure of Ontario.

- (j) For greater certainty, employees shall not be indemnified for legal costs arising from the actions or omissions of employees acting in their capacity as private citizens.
- (k) Where the Employer elects to provide legal counsel to defend an employee in any legal proceeding covered by this article, the cost of such counsel is the Employer's responsibility irrespective of the outcome of the proceedings and neither the employee nor the Employer may rely on the other provisions of this article.


ARTICLE 32 - TERM OF AGREEMENT


32.01 This Agreement shall commence on the date of the ratification of the Agreement and continue in force and in effect until May 31, 2024, and thereafter shall automatically renew itself for periods of one (1) year unless either party notifies the other party in writing within the period of ninety (90) days prior to any expiry date that it desires to amend or terminate this Agreement.

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


Dated at Ottawa this 29 day of March, 2022.


On behalf of the Union:

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On behalf of the Employer:

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SCHEDULE 1 – SALARY RATES**Sergeant**

	Step 1	Step 2	Step 3	Step 4
June 1, 2021 (1%)	36.40			
June 1, 2022 (1%)	36.73			
June 1, 2023 (1%)	37.06			

Special Constable

	Step 1	Step 2	Step 3	Step 4
June 1, 2021 (1%)	26.00	28.72	31.72	33.34
June 1, 2022 (1%)	26.26	29.00	32.04	33.67
June 1, 2023 (1%)	26.52	29.30	32.36	34.00

Communications Operator

	Step 1	Step 2	Step 3	Step 4
June 1, 2021 (1%)	23.36	24.85	26.33	27.83
June 1, 2022 (1%)	23.58	25.06	26.60	28.11
June 1, 2023 (1%)	23.82	25.36	26.87	28.39

Campus Safety Officer

	Step 1	Step 2	Step 3	Step 4
June 1, 2021 (1%)	23.50	24.74		
June 1, 2022 (1%)	23.73	24.98		
June 1, 2023 (1%)	23.97	25.23		

Student Safety Patroller

	Step 1	Step 2	Step 3	Step 4
June 1, 2021 (1%)	14.35	15.15		
June 1, 2022 (1%)	14.49	15.30		
June 1, 2023 (1%)	14.63	15.45		

LETTER OF UNDERSTANDING #1

Between

Carleton University, Campus Safety Services

And


Ontario Public Service Employees Union (Local 404)

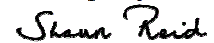
Second in Command (2IC)

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


Dated at Ottawa this 29 day of March, 2022.

On behalf of the Union:

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On behalf of the Employer:

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LETTER OF UNDERSTANDING #2

Between

Carleton University, Campus Safety Services

And

Ontario Public Service Employees Union (Local 404)

National Wildlife Research Centre (NWRC) Position


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


Now therefore,

- (a) The Employer shall create a term position to meet the contractual obligations of the contract and such term position shall be in existence for the duration of the contract.
- (b) The Employer may elect to second a continuing employee to fill the NWRC term position and in which case the vacated continuing position may be backfilled by a term employee; such term employee may be renewed at the Employer’s discretion.
- (c) The Employer may elect to fill the NWRC term position with a term employee. Such term employee may be renewed at the Employer’s discretion.
- (d) It is recognized that the selection of the employee filling this position requires approval of Environment Canada.

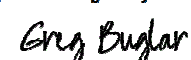
Dated at Ottawa this 29 day of March, 2022.


On behalf of the Union:

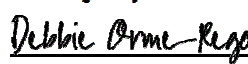
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On behalf of the Employer:

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LETTER OF UNDERSTANDING #3

Between

Carleton University, Campus Safety Services

And

Ontario Public Service Employees Union (Local 404)

Service Level Agreement (SLA) Position Parking Enforcement Position

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

Now therefore,

- (a) The Employer shall create a term position to meet the contractual obligations of the SLA and such term position shall be in existence for the duration of the Agreement;
- (b) The Employer may elect to second a continuing employee to fill the SLA term position and in which case the vacated continuing position may be backfilled by a term employee. Such term employee may be renewed at the Employer's discretion.
- (c) The Employer may elect to fill the SLA term position with a term Employee. Such term employee may be renewed at the Employer's discretion.

Dated at Ottawa this 29 day of March, 2022.

On behalf of the Union:

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Shawn Reid

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On behalf of the Employer:

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Greg Buglar

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DocuSigned by:

Brian Billings

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Debbie Orme-Rego

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Richard Sabourin

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LETTER OF UNDERSTANDING #4**Between****Carleton University, Campus Safety Services****And****Ontario Public Service Employees Union (Local 404)****Critical Incident Cool-Down**

The Employer, Union and Employee agree they have a shared responsibility to staff mental health and wellness, as well considering operational readiness for the safety of employees and the community they serve. This Letter of Understanding is meant to formalize our current practice when an employee is involved in a critical incident. As a result, should staff be involved in a critical incident on shift they are debriefed as soon as practicable post-acute event by a Manager or designated Officer in Charge (OIC) in consultation with a Manager.

Pending the outcome of the initial debrief, a Manager or designated OIC in consultation with a Manager, may send an employee home with pay when appropriate for the remainder of their shift. If no manager is available by phone or in person, the OIC is permitted to make an appropriate decision in regards to sending an employee home.

At the commencement of the employee's next scheduled shift they are to report to their Manager for a formal debrief of the incident, which will also serve to assess the employee's operational readiness. Should the next scheduled shift commence within twenty-four (24) hours of the initial incident the employee may, with notice to the employer as soon as practicable, request to receive their formal debrief by phone. The time needed to complete the formal debrief during an employee's regularly scheduled shift will also be paid for without the use of any leave bank.

If the employee requires medical attention or is unable to attend work due to the effects of the critical incident, the employee will advise their Manager and have the incident reported through the Workplace Safety and Insurance Board process. Any missed time due to the effects of the critical incident beyond the day of the incident are to be reported through WSIB.

Should staff experience delayed negative effects as a result of involvement in a critical incident on shift that they did not experience acutely post event, they are to report to a Manager, or designated OIC, for assessment.

Dated at Ottawa this 29 day of March, 2022.

On behalf of the Union:

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Shaun Reid

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On behalf of the Employer:

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LETTER OF UNDERSTANDING #5

Between

Carleton University, Campus Safety Services

And

Ontario Public Service Employees Union (Local 404)

Duties and Responsibilities of Sergeants

The parties agree that there is a mutual desire to create a new job classification of Sergeant (Special Constable) in Campus Safety Services. Both parties agree that the intent of this position is to be one rank higher than a Special Constable, would have non-managerial responsibilities and those duties associated with a 2IC role. Should the Sergeant and Shift Manager both be unavailable, then the 2IC premium would be assigned to another officer. They further agree that the intent would be that there would be one Sergeant per team and that it is not intended to be in addition to the current staffing compliment. Both parties agree to meet within 6 months from ratification of this agreement, to discuss what the duties and responsibilities of a newly created job classification of Sergeant (Special Constable) could be. The Employer will post this position and add \$3.06 to the step 4 hourly rate of the Special Constable wage band to create the new Sergeant wage rate.

Dated at Ottawa this 29 day of March, 2022.

On behalf of the Union:

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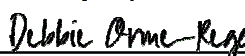
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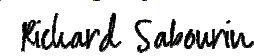
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LETTER OF UNDERSTANDING #6**Between****Carleton University, Campus Safety Services****And****Ontario Public Service Employees Union (Local 404)****Job Sharing Agreement**

The parties agree that for reasons of retention and increased healthy work life balance and to support flexible work arrangements for employees at certain points in their career, employees may choose to enter into a job sharing agreement to be offered by the employer.

The parties agree to develop a job share program that will include the following:

Job sharing can occur where there is agreement between the employees who wish to job share, the Union, and the Employer.

A maximum of two (2) job sharing arrangements can be in place at any one time.

It is agreed that job sharing results from two full-time continuing employees with more than 1 year of service to the university, sharing a full-time position and as such, the position being shared shall continue to be identified as a full-time position, being split into two (2) part-time continuing positions for the duration of the job share.

Employees in a job sharing arrangement must share the same classification.

Employees applying for a job sharing agreement must commit to such agreement for a minimum of twelve (12) month period.

In the event that one employee in the job-sharing arrangement leaves that arrangement on a permanent basis for any reason, the remaining employee would first be offered the opportunity to revert to the position on a full-time basis.

If the remaining employee declines the full-time opportunity, the position may be posted internally and advertised as a job sharing vacancy, subject to the provisions of this Collective Agreement.

Failing successful filling of the job sharing position, the remaining employee will be required to revert to full-time. The employee will be given one (1) month's advance notice of the date upon which they will be required to resume the full-time position.

Following the conclusion of the first job sharing agreement, the parties agree to meet and

review the language in this MOU to update or adjust the language in the MOU and to determine ongoing feasibility.

The job-sharing arrangement would be based on a 50/50 split of hours over a two-week cycle. Compensation would be prorated on the basis of the employer paying a 50/50 split of what would be paid to one full-time employee during the same cycle. Any levelling agreement would be applicable in principle as if it were applied to a full-time employee. LTD and life insurance would be pro-rated based on regular hours of work as per the provisions of the benefits plan.


Health and Dental benefits will be offered on the basis of the employer paying for no more than what would be paid for one full-time employee. The job sharers would pay the difference. Each individual would have the option to waive the Health and Dental benefits as long as they can prove they have benefits coverage through a spouse plan.

All other benefit and leave would be prorated based on the employer providing no greater benefit than what would have been provided for one full-time employee.





Any OT work assigned to those on a job-sharing arrangement would not be paid time and a half until after they have surpassed forty (40) hours per week (average based on a two-week cycle) or their normal scheduled hours in a day whether that be an eight (8) hour or twelve (12) hours shift.

Dated at Ottawa this 29 day of March, 2022.

On behalf of the Union:

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Shana Reid
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On behalf of the Employer:

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LETTER OF UNDERSTANDING #7

Between

Carleton University, Campus Safety Services

And

Ontario Public Service Employees Union (Local 404)

Article 25 – Wages and Premiums and Bill 124

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 this 29 day of March, 2022.

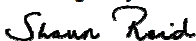
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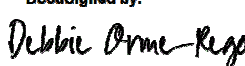
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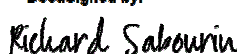
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LETTER OF UNDERSTANDING #8

Between

Carleton University, Campus Safety Services

And

Ontario Public Service Employees Union (Local 404)


Duties and Responsibilities of Engagement and Inclusion Officer


The parties agree that the pilot for the Engagement and Inclusion Officer has been successful to date and that there is the expectation that at the conclusion of the pilot (August 31, 2021) that the employer has confirmed funding for this position as a term position until April 30, 2022. The parties agree that management will develop a job description for the Engagement and Inclusion Officer ideally before August 31, 2021 as part of the conclusion of the pilot process. The position will be posted as per Article 20. The parties agree that the Engagement and Inclusion Officer will continue to be paid at the pilot rate until August 31, 2021. The parties will meet to negotiate the wage rate for the term position based on current rate classifications in the collective agreement. The agreed to wage rate for the term position will be paid as of the start of the Term position. It is further agreed that effective September 1 the new rate will be in effect. Therefore should the new rate be agreed to after this date, the University will provide retroactive payment back to September 1, 2021

The Parties will meet prior to August 31, 2022 to discuss the status of this position including an accurate job description, appropriate wage rate, etc.


Dated at Ottawa this 29 day of March , 2022.

On behalf of the Union:

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On behalf of the Employer:

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LETTER OF UNDERSTANDING #9**Between****Carleton University, Campus Safety Services****And****Ontario Public Service Employees Union (Local 404)****Working Group Short Term Sick Leave Program**

The parties agree to establish a Joint Union and Employer committee that will meet within twenty-four (24) months from the Union's ratification of this agreement to discuss a change to the current short term sick leave program as per Article 19 in the Collective Agreement. The Employer agrees to research and provide the union with an estimated cost for a short-term sick leave program in order to determine the feasibility of changing from the existing sick leave program. Any change that is not cost neutral to the Employer will be required to be negotiated through the collective bargaining process.

The parties further agree that for the length of this agreement to pilot an alternative methodology to the administration of the current sick leave process as follows:

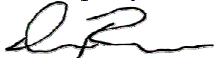
Sick leave credit(s) for full-time continuing and term employees are equal to twelve (12) hours for each calendar month or one hundred and forty-four (144) hours per year. Sick leave credit(s) that an employee is expected to earn during a year will be deposited into their sick bank at the beginning (January 1st) of each year. New employees in their first year of employment shall be credited with sick leave credit(s) on a pro-rated basis based on the number of months they are expected to work in the first year of employment. New employees will only receive sick leave credit for the month in which they were hired if they were hired prior to the 15th day of the month. Employees can accrue a sick leave bank up to a maximum balance of 1040 hours. Part-time employees shall accrue sick leave credit on a pro-rated basis according to the hours of work.

With the employer providing the annual amount of sick leave credit(s) at the beginning of each year before those credit(s) are earned, upon termination of employment for any reason, employees will repay the Employer for any sick leave credit(s) used in excess of the amount of sick leave credits they earned. The Employer may withhold an amount equal to the overpayment of sick leave earned from the employee's final pay-cheque if the employee has not made other arrangements with Employer to repay the amount owing.

Dated at Ottawa this 29 day of March, 2022.

On behalf of the Union:

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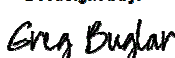
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Shawn Reid

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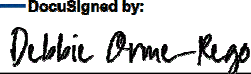
On behalf of the Employer:

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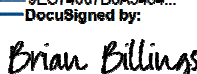
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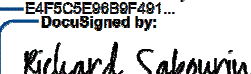
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LETTER OF UNDERSTANDING #10**Between****Carleton University, Campus Safety Services****And****Ontario Public Service Employees Union (Local 404)****Levelling for those that work 12 hour Rotational Shifts**

The parties agree that there is a mutual desire to look at how to maintain a 40-hour average work week with shift schedules that would be compliant with Employment Standards in Ontario, while creating a framework that would administratively allow for a simpler application for pay purposes. Employees as referenced in this Letter of Understanding means those that work 12-hour rotational shifts.

Both parties agree that given the current state of a 12-hour shift schedule of: 2 days on, 2 nights on, 4 days off the organization requires a formalized levelling agreement.

As it currently works, there is a levelling agreement that normally adds 16 hours to an employee's "in-lieu" time bank, or provides them with the option to be paid out for any additional hours every 8 weeks to compensate for the scheduling while maintaining the 40 hour work week average.

PHASE 1:

Both parties agree to a 12-month pilot that would include the automated inclusion of 16 hours of pay for each 8-week levelling period during the first 6 months. This will terminate the option for staff to choose to take levelling "in-lieu" time. During this phase the organization will review options to move the 8-week payment to a regular payment on every pay-cheque.

PHASE 2:

Upon the successful conclusion of Phase 1 and in an effort to support simplicity of administration, the employer will move to compensating at 42 hours per work week. This change will commence from the start of the next 8-week levelling period after the initial 6-month review of Phase 1.

Any issues raised will be brought to Labour Management for discussion. This pilot will be reviewed at the conclusion of the 12-month period through Labour Management.


Provided the successful completion of this 12-month pilot, the employer will continue to pay employees on a 42-hour work week to account for levelling, superseding the applicable language in Article 16.01 for the duration of this agreement.

Should the current 12-hour shift pattern be altered in any way, this would necessitate a review and possible amendments at that point in time. Nothing in this letter of Understanding should imply any change to the current state of employees working a 40 hour average work week.

Should this pilot be terminated for any reason the Employer agrees to recognize regular hours worked in excess of an average 40-hour work week, as per applicable language in article 16.01, to be paid out at the end of the shift cycle at straight time.

Dated at Ottawa this 29 day of March, 2022.

On behalf of the Union:

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Shawn Reid

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On behalf of the Employer:

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Greg Buglar

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Debbie Orme-Rego

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Brian Billings

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LETTER OF UNDERSTANDING #11**Between****Carleton University, Campus Safety Services****And****Ontario Public Service Employees Union (Local 404)****Team Resource Designation**

The parties agree that retention of staff is important and providing development and growth opportunities is important for long term success of the department.

Both parties agree that the intent of this designation is to recognize and acknowledge the proficiency and leadership that experienced members on the team provide in supporting the coaching and overall development of others. Additionally, experienced members are critical to building and supporting the culture of the team and this designation acknowledges the accountability that comes along with being in an informal leadership role due to the greater depth of experience. This opportunity is available to full-time staff members in the classification of Communications Operator and Campus Safety Officer (Special Constable).

All full-time staff who have served ten (10) years or more with Campus Safety Services inclusive of any CDAs or term assignments outside the department are eligible to pursue this designation, however, attainment of this designation is not required to maintain employment. To provide clarity, applying for this designation is optional. Management will assess candidates and may grant initial designation based on the following criteria:

- i) Years of service in the department (10+);
- ii) Demonstrated progressive experience - i.e.: on-going personal development/training, CDA experiences, 2IC experience, coaching/training other staff; and
- iii) Community engagement - i.e.: planning, running and/or supporting a departmental or university community event, serving on a departmental or university committee.

Employees receiving this designation would assume additional responsibility to coach new staff as directed by Management without receiving an additional coaching premium. Employees with this designation may also be required to complete additional training and will be expected to build and reinforce the culture and values of the department. Employees with this designation would carry this premium for a period of three (3) years

before re-applying and renewing their designation for the next subsequent period. Upon completion of three (3) continuous renewal periods, the designation premium would remain in place for that employee going forward.

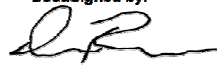
The premium of \$1.00/hour will be applied to regular hours worked (2080 or 2184) and paid out in two (2) payments - February and August.

Both parties agree to meet within 4 months from ratification of this agreement, to finalize assessment criteria and implementation of the program.

In addition, the parties agree that any concerns around eligibility or application of this program will be discussed at Labour Management Meetings.

Dated at Ottawa this 29 day of March, 2022.

On behalf of the Union:

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Shawn Reid
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On behalf of the Employer:

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Greg Buglar
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LETTER OF UNDERSTANDING #12

Between

Carleton University, Campus Safety Services

And

Ontario Public Service Employees Union (Local 404)

Critical/Required Services – Recognition

WHEREAS the members of Campus Safety Services are committed to being responsive to our community in the delivery of quality services, using a service delivery model that places emphasis on customer service and a problem-solving approach;

AND WHEREAS our objective is to improve the quality of life through a community partnership which promotes a safe and secure University campus through 24-hour response to routine and emergency calls for security, medical, fire and police services; the application of Carleton University policies/the Criminal Code/relevant provincial statutes, the promotion of physical security, crime prevention, safety awareness, and referrals to additional resources;

AND WHEREAS to provide these services and maintain campus operations, Campus Safety Services operates 24/7 – 365 days per year during holidays, closures/access restrictions, and provide response and support to campus emergencies and other major events;

AND WHEREAS Campus Safety Services provides critical services for the University, the Parties share a mutual interest in recognizing the efforts of the members of Campus Safety Services for the important work that they do;

The Parties commit to developing a Working Group to include representatives from Campus Safety Services, as well as other University partners, to promote awareness of their vital services to the campus community and agree to continue to explore and identify potential opportunities for recognition that would be collaborative and complementary to all workers who perform requisite services on campus.

The Parties agree to continue discussions at Labour Management meetings to determine what further comparators/information might be sought for collective bargaining

negotiations in 2024. These meetings will also serve as the venue to address any other issues or concerns as they arise related to recognition and the delivery of the imperative services provided by Campus Safety Services.

Dated at Ottawa this 29 day of March, 2022.

On behalf of the Union:

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Shawn Reid

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On behalf of the Employer:

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LETTER OF UNDERSTANDING #13**Between****Carleton University, Campus Safety Services****And****Ontario Public Service Employees Union (Local 404)****Dates in Relation to Article 17**

The parties agree that the following language will supersede the corresponding paragraphs at Article 17 for the following time periods:

June 1, 2021 – August 31, 2021:

An employee who works 12 hour shifts and who works on a Statutory or Paid Holiday shall receive pay at the rate of one and one-half (1½) times the hourly rate for the hours worked for such holiday in addition to their regular pay.

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

September 1 – September 30, 2021:


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

An employee who is not scheduled to work on a Statutory or Paid Holiday and ends up working a full or partial 12-hour shift will be paid at time and one-half for all hours worked in addition to twelve hours straight time for Statutory Holiday Pay (if less than eight (8) hours they would be paid a minimum of eight (8) hours straight time for Statutory Holiday Pay).

Effective October 1, 2021 the language in Article 17 will be fully in effect.

Dated at Ottawa this 29 day of March, 2022.

On behalf of the Union:

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Shaun Reid
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On behalf of the Employer:

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Greg Buglar
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Debbie Orme-Repp
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Richard Sabourin
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LETTER OF UNDERSTANDING #14

Between

Carleton University, Campus Safety Services

And

Ontario Public Service Employees Union (Local 404)

Re: No Contracting Out


Regarding Article 15.01 (a) (b), the Employer and the Union agree that due to the exceptional and unforeseen circumstances faced during the COVID 19 pandemic there will be a temporary need to contract out a specific portion of work normally assigned to employees who are covered under the Collective Agreement. This arrangement is being agreed to on a without precedent or prejudice basis.

The Employer will be permitted to use contract security guards to perform newly requested duties related to the COVID 19 pandemic that include, but are not limited to, asking medical screening questions to people attending open buildings and ensuring people are wearing masks as required by the University. The use of contract security guards to perform core functions of Student Safety Patrollers (SSP's) is not part of this Letter of Understanding (LOU).


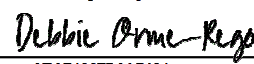

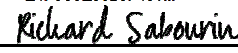
This Letter of Understanding shall apply from the date signed by both parties until April 30, 2022 or earlier upon mutual agreement by both parties. Any extension will be discussed and agreed to through Labour Management.

Dated at Ottawa this 29 day of March, 2022.

On behalf of the Union:

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Shawn Reid
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On behalf of the Employer:

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