

# COLLECTIVE AGREEMENT

BETWEEN

UNIFOR 567, UNIT 5

AND

CUPE 4600

SEPTEMBER 1, 2023 – AUGUST 31, 2026

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## **TERRITORIAL ACKNOWLEDGEMENT**

Unifor 567 Unit 5 and the Canadian Union of Public Employees (CUPE) Local 4600 acknowledge that the Carleton campus, including the offices of CUPE 4600, is located on traditional, unceded, and unsurrendered Algonquin territory. By this acknowledgement, we pay respect to the Algonquin Nation, we remind ourselves of the ongoing impacts of our colonial communities on Indigenous peoples, and we commit to taking action toward reconciliation.

## **DEFINITIONS**

**Business Day:** A calendar day of the week from Monday to Friday, excluding Saturday and Sunday and any Statutory holiday.

**CUPE 4600:** As defined by its Constitution and By-Laws.

**Employer:** 'Employer' refers to the CUPE 4600 Executive Board.

**Full-time Employee:** Any Employee who has been hired for a permanent position of thirty (30) hours or more per week.

**Layoff:** Any cessation of work, including a reduction in the hours of work, due to lack of work or funds.

**Part-time Employee:** Any Employee who has been hired for a permanent position of fewer than thirty (30) hours per week.

**Permanent Employee:** Any Full-time or Part-time Employee, as defined above.

**Statutory Holiday:** Refers to one-fifth (1/5) of the Employee's normal working week.

**Term Employee:** Any Employee who is hired on contract to temporarily replace a Bargaining Unit Member on leave of absence, in whole or in part.

**Week:** Refers to the Employee's normal working week.

**Working Day:** One-fifth (1/5) of the Employee's working week.

**Union:** Unifor National and Local 567.

## **ARTICLE 1: RECOGNITION**

Local 4600 of the Canadian Union of Public Employees recognizes Unifor and its Local 567 as the sole and exclusive bargaining agent for all Employees save and except any person(s) on booked off time by the Employer, or employed on a term basis not exceeding six months in duration, or contracted for a discrete piece of work.

## **ARTICLE 2: MANAGEMENT RIGHTS**

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this agreement. The question of whether any of these rights are limited by this agreement shall be decided through the grievance and arbitration procedure.

## **ARTICLE 3: UNION SECURITY**

### **3.1 Union Membership**

The Employer agrees that all Employees, as a requirement of continuing employment, shall become and remain members in good standing of the Union for the term of their employment and shall retain any rights for the same duration or as defined in this agreement, whichever is longer. All future Employees shall, as a condition of continued employment, become and remain members of the Union upon commencement of employment.

### **3.2 New Employees**

The Employer agrees to inform all new Employees that this Collective Agreement is in effect and to provide a copy of the Agreement to the Employee upon commencement of employment. The Employer shall also arrange for communication between each new Employee and the Union, and shall permit each new Employee to have two (2) hours of paid work time to meet with the Shop Steward and/or an authorized Union representative to provide an introduction and orientation to the Agreement and the Union.

### **3.3 Union Label**

To make the general public more aware of the benefits of the unionized workplace, staff have the right to display the Unifor union label in the office. The Union label shall include the designation Local 567 and shall also be included in printed materials and correspondence prepared by members of the bargaining unit.

## **ARTICLE 4: DUES DEDUCTION**

**4.1** The Employer shall deduct from each Employee's bi-monthly earnings the Union membership dues to be remitted to the Union not later than the 10th day of each month. The Union shall inform the Employer in writing of the Union membership dues to be deducted.

**4.2** The Employer shall, at the time of issuing T-4 statements of income for income tax purposes, include the amount paid by each member to the Union for the period covered.

## ARTICLE 5: NO DISCRIMINATION

- 5.1 (a)** The Employer and the Union agree that there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practices with respect to any member of the bargaining unit in any matter concerning working conditions, or the application of the provisions of this Agreement by reason of age, race, creed, colour, national origin, citizenship, religious or political affiliation or belief, sex, marital status, sexual orientation, gender-identity, gender expression, place of residence, language ability and physical ability or by reason of their activity in the Union.
- (b)** The Employer will ensure that the following documents are provided electronically to the Union:
- Carleton University's *Human Rights Policies and Procedures* (including such *Discrimination and Harassment Policies* as the *Sexual Harassment Prevention Policy* at Part IV s.4);
  - Carleton's *Workplace Harassment Prevention Policy*;
  - Carleton's *Workplace Harassment Prevention Program*;
  - Carleton's *Workplace Violence Prevention Policy*;
  - Carleton's *Workplace Violence Prevention Program*;
  - Carleton's Environmental Health and Safety Policy;

- 5.2** The Employer will not restrict the employment of anyone on the basis of physical or language disability, provided that such disability does not interfere with their ability to meet the requirements of the job.

For the purposes of this article, physical disability includes AIDS or a positive HIV test. Where practicable, attempts shall be made to adjust employment requirements to accommodate the person's health.

- 5.3** For the purposes of Article 5.03, harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either psychological, verbal, or physical or it can be a combination of these. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is excessively hostile or excessively scrutinous, offensive, embarrassing and/or humiliating to the individual, and adversely affects the working environment. It may take the form of excluding an Employee of rights and/or privileges related to their employment and to which they are otherwise entitled. Harassment is behaviour that typically persists over time, but serious one-time incidents may be considered harassment.

Sexual Harassment may be based on sex, gender, gender identity and/or expression, or sexual orientation and may include:

- (a) unwanted attention of a sexually oriented nature, made by a person who knows or ought reasonably to know that such attention is unwanted; and/or
  - (b) an implied or expressed promise of reward for complying with or submitting to a sexually oriented request or advance; and/or
  - (c) an implied or expressed threat of reprisal for not complying with or submitting to a sexually oriented request or advance.
  
- 5.4
  - (a) Any complaint of harassment may be grieved using the procedures set out in Article 6 of the Collective Agreement.
  
  - (b) An Employee who has been subject to discrimination or harassed may submit a grievance under the grievance procedure. A grievance filed for a violation of Article 5
  
  - (c) When a grievance under this Article has been filed, the grievor may request that contact with the respondent be discontinued. Upon such request, a designate from the Employer's representatives on the Labour/Management Committee shall ensure such separation. The grievor shall suffer no penalty or interference in their working conditions. In cases where the respondent is a member of the bargaining unit, separation from the grievor pursuant to this clause shall not be considered disciplinary action.
  
  - (d) Within five working days of receipt of the grievance, at least three (3) of the Executive Officers shall convene a meeting with the grievor and the Union. Upon the basis of the information provided in the meetings, the Executive Officers shall determine what action shall be taken, which may include, but shall not be limited to, ordering an apology, counselling, continued separation. The grievor and the Union shall be informed of the decision within ten working days of the meeting.
  
  - (e) Where the respondent is an Executive Officer, and upon request by either the Employer or the Union, the parties agree to use an external third party, with expertise in the area of human rights and harassment cases, to make recommendations to the Executive Officers, the cost of which shall be borne by the Employer. This third party will be selected from a list of mutually agreed upon names. Provided both the Employer and the Union agree, an external third party may also be used when only one of the parties to the grievance is a member of the bargaining unit or when both the grievor and the respondent are members of the bargaining unit.
  
- 5.5 Within one (1) year of ratification of this agreement, all Employees will be responsible for completing Anti-Oppression Training and Anti-Harassment Training. All future hires will be responsible for completing Anti-Oppression Training and Anti-Harassment Training with the first year of their employment.

The Employer will provide this training to the Staff. Staff will be paid for this mandatory training time.

## **ARTICLE 6: GRIEVANCE PROCEDURE**

### **6.1 Definition of Grievance**

A grievance shall be defined as any difference concerning the interpretation, application administration or alleged violation of the provisions of this Agreement. A grievance may be filed on an individual, group, or policy basis.

- (a) Individual Grievance:** a grievance initiated by an individual
- (b) Group Grievance:** Where the matter is of concern to a group of Employees or where several individual grievances, after being consolidated at some stage, are brought forward as one grievance
- (c) Policy Grievance:** Where either Party disputes the general application, interpretation, or alleged violation of an Article in this Agreement, where the matter of concern is not specifically confined in scope to any particular Employee. Policy grievances may be submitted at Step two of the grievance procedure.

The Union retains carriage of grievances. If an Employee presents a grievance to the Employer without the Union's approval, the Employer shall refer the Employee to the Union.

- 6.2** At the time when any formal discipline is imposed or at any stage of the grievance procedure, an Employee shall have the right, upon request, to the presence of a Union representative. In the case of suspension or discharge, the Employer shall notify the Employee of this right in advance.

### **6.3 Step 1**

Before putting a grievance in writing, the Employee shall seek to discuss the complaint with a designated representative of the Labour Management Committee or their designate.

### **6.4 Step 2**

If the complaint is not satisfactorily settled, the Employee may - within 15 working days of such a meeting - submit the grievance to the Labour Management Committee who will then respond within 15 working days.

### **6.5 Step 3**

If the grievance is not satisfactorily settled, the Employee may within 15 working days submit the grievance to an arbitrator mutually agreed to by the Union and the Employer.

**6.6** Notwithstanding Step 3, the Parties may mutually agree to submit the grievance to a mediator prior to arbitration.

**6.7** Time limits in the grievance procedure may be extended with the mutual agreement of both parties.

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

## **ARTICLE 7: DISCIPLINE**

### **7.1 Just Cause**

The Employer shall not discipline, suspend or discharge an Employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the Employer.

### **7.2 Progressive Discipline**

- (a)** The Employer accepts and gives effect to the principle of progressive discipline by adopting the procedures set forth below. The Employer recognises that, prior to imposing discipline, an Employee shall be given a reasonable opportunity to correct the situation complained of.
- (b)** Failure to conform to the provisions of this article shall render the discipline, suspension or discharge null and void.

### **7.3 Confidentiality**

The Employer and the Union agree that all correspondence and meetings relating to discipline shall be kept strictly confidential between the parties directly involved in the investigation and processing of the complaint.

### **7.4 Discipline Procedure**

Subject to the provisions of Article 7.7:

#### **(a) Step One: Notice of Meeting**

Prior to any consideration of discipline, the Employer, having received a complaint concerning an act, omission, or failure to conform to a required standard, including gender, sexual, racial or ethnic harassment, shall, within fifteen (15) working days of receiving the complaint, notify the Employee and the Union in writing and schedule a meeting to be held

within ten (10) working days to discuss the subject matter of the complaint informally. The Notice of Meeting shall include a clear statement of the allegations which form the basis of the complaint, as well as the time, place, and date of the meeting, and shall inform the Employee of their right to Union representation at the meeting. If the Employer decides the complaint is without grounds, or decides not to pursue the matter, the Notice of Meeting and all other relevant documentation concerning the meeting shall be destroyed.

**(b) Step Two: Letter of Warning**

If the complaint is not abandoned, or otherwise resolved as a result of the meeting referred to in 7.4 (a), or where the Employee waives explicitly, or implicitly by not attending, their opportunity for such meeting, the Employer may, within fifteen (15) working days of the meeting, send the Employee a Letter of Warning. Where a Letter of Warning is sent to an Employee, the Union shall receive a copy. The Letter of Warning shall state that discipline may be imposed, in accordance with the procedures herein contained, following a repetition of the act or omission which is the subject matter of the complaint and/or, where the complaint concerns the standard of the Employee's work, if the Employee fails to bring their work up to a reasonable standard by a given date to be determined by the Employer. Such date shall give the Employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning. No act, omission, or failure to conform to a required standard shall appear in a Letter of Warning that did not appear in the Notice of Meeting issued under 7.4 (a).

**(c) Step Three: Discipline Meeting**

Prior to imposing discipline, and within fifteen (15) working days of becoming aware of the circumstances which, in its opinion, provide prima facie grounds for discipline, the Employer shall notify the Employee and the Union in writing of the time and place of a meeting to discuss the matter. Such notice shall contain sufficient information and details of the complaint to enable the Employee to make adequate response to the allegations, and shall inform the Employee that they are entitled to Union representation at the meeting.

**(d)** When considering discipline, suspension shall normally be imposed prior to discharge.

**7.5 Notification of Action**

The Employer shall:

- (i)** within fifteen (15) working days of such meeting advise the Employee and the Union, in writing, of its decision, and shall include the reasons for such decision if discipline is to be imposed;

- (ii) where the discharge or the suspension without pay of the Employee is being considered, delay the imposition of discipline for five (5) working days on request from the Union and/or the Employee.

**7.6** Notwithstanding 7.2, 7.4 (a), and 7.4 (b), it is understood that the Employer reserves the right, in extreme situations, to discipline an Employee for just cause without having first issued a Letter of Warning (7.4 (b)), subject to Articles 6, 7.4 (c), and 7.5.

**7.7** It is agreed that the Employer has the right in extreme situations to suspend an Employee during the period of its consideration of the matter, including the delay in 7.5 (ii), and prior to the imposition of any other discipline. In all such cases the suspensions shall be with pay.

### **7.8 Disciplinary Files**

(a) Both parties agree that an Employee's service file may contain entries of a disciplinary nature and that such files may be used in any directly related grievance and arbitration, subject to Articles 7.8 (b) and 15.2.

(b) The record of a disciplinary action and matters forming the basis of or raised during such a disciplinary action shall not be referred to or used against an Employee after a period of twelve (12) months following such an action, unless another directly related disciplinary action occurs during such a period. In such actions, the earlier action and matters forming the basis of or raised during such action may be referred to or used against an Employee for a further twelve (12) months following the subsequent disciplinary action. Any time during which an Employee is on total layoff shall not be regarded as part of the period(s) specified above.

(c) Failure to grieve previous discipline, suspension or discharge, or to pursue a grievance to arbitration, shall not be considered to be an admission that such discipline, suspension or discharge was for just cause.

**7.9** The Employer agrees that an Employee shall not be disciplined solely for failure to perform their duties because the Employee is arrested and/or incarcerated provided that the Employee notifies their Employer of the arrest and/or incarceration and the expected duration thereof as soon as possible. The Employer, however, reserves the right to discipline an Employee for just cause for failure to perform their duties for other reasons than arrest and/or incarceration or for activities which may have been related to or coincident with the arrest and/or incarceration.

## **ARTICLE 8: JOB SECURITY**

## 8.1 Layoff

- (a) Layoff shall be defined as a cessation of work, including a reduction in the hours of work, due to lack of work or funds.
- (b) The Employer makes a commitment to make every reasonable effort to assure job security.
- (c) There shall be no layoff or constructive layoff because of a realignment of the Employer's budget to other financial priorities.
- (d) Employees being laid off shall be notified in writing at least four (4) weeks in advance of the date of the layoff explaining the reasons for the layoff. A copy of the letter will also be sent to the Union. If the Employee does not have the opportunity to work their regular hours for four (4) weeks after notice of layoff, they shall be paid for that part in which work is not available.
- (e) In the event that a funding crisis should necessitate a layoff or reduction in working hours, the parties agree to meet via the Labour Management Committee at the earliest possible time to negotiate such mitigating measures as may be mutually agreed, including the option of working part-time until funding is restored.
- (f) If a layoff is necessary and the Employer is permanently unable to provide work for a displaced Employee at the same rate of pay in a comparable class of work, the Employee will be given four (4) weeks notice. Severance pay shall be four (4) weeks pay at the regular rate of the position last held for the first year of service and two (2) weeks additional pay for every additional year of service.
- (g) **Benefits During Total Layoff**

The Employer agrees to pay the full coverage for the continuation of health insurance plan for the first six (6) months of a total layoff unless the Employee is eligible for equivalent benefits through other employment. If continuing coverage is not possible due to the plan rules, the Employer will pay the laid off Employee cash in lieu of the Employer's costs to the health insurance plan held by the Employee prior to layoff.
- (h) **Dissolution of Organization**

In the event of dissolution of CUPE 4600 with no simultaneous creation of a similar group with similar objectives, all Employees terminated as a result of the dissolution shall be entitled to a lump sum payment equal to thirty-two (32) weeks pay at the Employee's nominal salary.
- (i) **Layoff Grievances**

Grievances concerning layoff shall be initiated at Step Two of the Grievance Procedure.

## **8.2 Recall**

- (a) Where a vacancy occurs in any position following a reduction of personnel as a result of which an Employee has been laid off, and where the Employee retains seniority in accordance with Article 8.3, the Employee affected will be offered the opportunity to fill the vacant position if the Employer determines that the affected Employee can sufficiently learn the position within a two (2) month period. Recall shall be on the basis of seniority as set forth in Article 8.3.
- (b) Employees being recalled shall be notified in writing, by registered mail and email, at least one (1) month in advance of the date of the recall. If the Employee fails to notify the Employer in writing—preferably by registered mail—of their intention to return to work within ten (10) days of receiving the recall notice, they shall forfeit their seniority rights. It shall be the responsibility of the Employee to keep the Employer informed of their current physical mail and email addresses.

## **8.3 Seniority**

- (a) Permanent Employees shall maintain seniority rights for a 24-month period or the length of the collective agreement, whichever is longer. Term Employees shall maintain seniority for one year after the term of their contract.
- (b) Seniority is the length of employment at CUPE 4600. This definition shall be used to determine priority for promotions, layoffs, transfers and recalls.
- (c) Seniority shall be effective from the original date of hire. In the case of an individual hired to a permanent position, and where that person has completed an employment contract with the Employer within the previous ninety (90) days, the date of hire shall be the start date of that prior contract.
- (d) Seniority shall accumulate when either the Employee is on the active payroll of the Employer or when the Employee is off the payroll due to an authorized leave of absence.
- (e) The Employer shall maintain a seniority list showing the date upon which the employment service commenced. This list shall be made available upon request by any member of the bargaining unit or by Officers of the Union.

## **8.4 Employment of Non-Members**

The Employer agrees that individuals who are not members of the bargaining unit shall not perform the work of bargaining unit members without the written agreement of both the Employer and the Union.

## **ARTICLE 9: HIRING**

### **9.1 Employment Equity Intent**

The Employer and the Union agree that structural injustice and unconscious prejudice influence our experiences and that we live in a society rooted in oppression. The Employer and the Union agree with the need to compensate for these inequalities in our hiring process. The Employer and the Union agree upon the need for knowledge and guidance from oppressed peoples' experience within any progressively oriented organization.

### **9.2 Notices**

- (a) When a vacancy occurs or a new position is created, before hiring notices are posted, Permanent Employees as well as any Employees with seniority rights (as defined in Article 8) who are qualified for this position shall be offered the position. For the purposes of this Article, 'qualified' will mean an Employee who is able to be trained for the position within three (3) months. Qualified Employees will be offered the position in the order from most seniority to least seniority. Such offers of hiring shall be made by the Employer as soon as reasonably possible, and an Employee shall have ten (10) business days to provide a response either accepting or rejecting the offer.
- (b) When a vacancy occurs or a new position is created that is not filled as per Article 9.2 (a), hiring notices shall be posted in the CUPE 4600 office, on the CUPE 4600 website, and in any other locations the Employer deems appropriate. In addition, the Employer will take reasonable steps to ensure the posting is available to marginalized communities, including people who identify as women, indigenous, racialized, lesbian, gay, bisexual, queer, transgendered, transsexual, intersexed, single parent, immigrant, and people with disabilities, for no less than fourteen (14) calendar days.
- (c) All hiring notices will include the following paragraph:
- CUPE 4600 encourages applications from members of groups with historical and/or current barriers to equity, including, but not limited to,
- First Nations, Métis and Inuit peoples, and all other Indigenous peoples;

- members of groups that commonly experience discrimination due to race, ancestry, ethnicity, religion and/or spiritual beliefs, or place of origin;
- persons with visible and/or invisible disabilities;
- women;
- persons who are marginalized by family status, level of education, or socio-economic status
- persons of marginalized sexual orientations, gender identities, or gender expressions.

All applicants are asked to submit a short written statement on their views of power, oppression, and the role unions play in society.

- (d) Hiring notices shall contain the classification, qualifications, location(s), duties, date of notice, date of commencement of employment, the end date of employment (if applicable), the deadline to submit applications, and the method of applying for the position.

### **9.3 Hiring Procedure**

- (a) The Employer shall strike a Hiring Committee to fill any job vacancies. Permanent Employees may participate in the Hiring Committee and shall have voice but no vote. In particular, the Employer shall encourage any staff members exiting the position to participate.
- (b) The final hiring decision is the sole responsibility of the Employer. Where the decision of the Employer diverges from the recommendation of the Hiring Committee, the Employer will put the details of their decision in writing and send a copy to all members of the Hiring Committee and to the Union within five (5) business days.
- (c) The Hiring Committee shall ensure that the hiring shortlist includes members of designated groups included in Article 9.2 (c).

## **ARTICLE 10: WORKING CONDITIONS**

### **10.1 Normal Hours of Work**

- (a) A regular working week for Full-time Employees shall be 35 hours per week, unless otherwise specified in writing.
- (b) Full-time Employees are expected to keep regular University Hours 9:00 - 5:00 in the winter with the option to move to 8:30 - 4:30 in the summer. Office hour arrangements different than the times stated here shall be considered by the Employer and shall not be unreasonably denied.

- (c) Out of office work hours must be mutually agreed to in writing by the Employee and the Employer. Any hours worked out of office will be provided in writing to the LMC. No Employee shall be required to perform the job duties of another Employee who has chosen to work off site in accordance with this Article.
- (d) Scheduling of hours outside regular working hours shall not be unreasonable in terms of normal family requirements. Any decision to increase hours of work shall be made in consultation with the Employee who shall be given a minimum of one week's notice. Where family requirements require the hiring of a babysitter, the Employee will be compensated for such costs.

## **10.2 Excess Hours**

- (a) Authorized work performed by all Employees in excess of the hours in an Employee's normal workweek, shall be considered to be overtime and such Employees shall be paid at the overtime rate. Part-time Employees shall qualify for overtime after thirty-five (35) hours work per week.
- (b) Overtime shall be paid at the rate of one and one-half times the regular hourly rate.
- (c) Where an Employee requests time off in lieu of overtime pay, the Employer shall make every effort to provide such time off at the time selected by the Employee. The calculation of time in-lieu shall be based on the overtime rate. An Employee shall receive payment in all overtime situations, unless otherwise requested by the Employee prior to the overtime being performed.

## **10.3 Right to Disconnect**

- (a) Employees shall have the right to disconnect outside of regular working hours. No Employee shall suffer reprisal for exercising their right to be free from work outside of regular or established working hours.
- (b) Where discussed and mutually agreed upon, Employees may in certain circumstances (e.g., a CUPE 4600 strike) be required to keep an established line of communication open for emergencies.

## **10.4 Remote Work**

- (a) Any Employee may request to work remotely, partially (i.e., "hybrid") or entirely. Such a request must include:
  - i. Reason(s) for the request to work remotely
  - ii. Location of remote work
  - iii. Duration of the remote working arrangement
  - iv. Resources required to work remotely

- (b) Permitting an Employee to work remotely shall be at the sole discretion of the Employer subject to operational requirements including but not limited to:
- i. Duties and responsibilities of the Employee's position, including regular office hours for member drop-in
  - ii. Privacy, confidentiality, security, and safeguarding of organizational assets
  - iii. Availability of equipment and technological infrastructure
  - iv. Employee performance and seniority
  - v. Training needs
  - vi. Hours of work and timezones
  - vii. Financial feasibility
  - viii. Legislative and regulatory compliance (e.g., health and safety)
- (c) The Employer, having given due consideration to operational requirements and objectives, will consider any requests for hybrid or remote work. The Employer will respond to any such request within 6 weeks.
- (d) Should the Employer deny an Employee's request to work remotely, the Employer will provide its rationale in a timely manner upon request by the Employee and/or the Union.
- (e) Termination of a remote work arrangement shall require at least 4 months of notice, and shall be valid only if it does not cause undue hardship in relation to: the Employer's operational capacity; and/or, the Employee's housing and/or transportation circumstances. Before the Employer provides such notice, the Employer will seek to consult with the Employee and Union.

## **10.5 Respectful Workplace Environment**

CUPE 4600 and the Union agree that the working conditions shall be characterized by mutual respect for the common dignity to which all individuals are entitled, and that the above is vital to the development of a respectful workplace environment. CUPE 4600, the Union, and Employees agree that they will at all times operate within the spirit of mutual respect for each other as parties and as individuals.

If an Employee feels that their working conditions and/or well-being are being affected by an explicit or implicit violation of this mutual respect, they may fill out a Respectful Workplace Environment Report (Appendix X) and submit it to a representative of the Labour Management Committee (LMC). In a case where the report is being filed against LMC representative(s), the report may be submitted to another Executive Board Member (e.g., President or VP Internal).

Within 5 working days of receipt of a report, a minimum of two members of the Executive Board will convene a meeting with the Employee to discuss the concerns. With all reasonable and due expediency, the LMC will request an emergency meeting of the Executive Board to develop a plan of address. Within 5 working days of the Executive Board's meeting, the LMC will respond to the Employee with a plan to address and resolve the concerns raised.

## **ARTICLE 11: VACATION**

**11.1** Full time Employees shall be entitled to annual vacation with pay on the following basis:

- In the first year of employment, fifteen (15) days paid vacation shall be granted. This vacation may, however, only be normally taken after six (6) months continuous employment.
- In the second through fourth years of employment, twenty (20) days paid vacation shall be granted.
- In the fifth through ninth years of employment, twenty-five (25) days paid vacation shall be granted.
- In the tenth and subsequent years, thirty (30) days paid vacation shall be granted.

If any portion of vacation entitlement for a given year is not taken, it shall be carried over to the next employment year. No more than thirty (30) days of paid vacation time carried over from previous employment years may be used in any employment year.

**11.2** Part-time Employees shall be entitled to annual vacation with pay on the following basis:

- In the first three years of employment, ten (10) days paid vacation shall be granted. This vacation may, however, only be normally taken after six (6) months continuous employment.
- In the third through eighth years of employment, fifteen (15) days paid vacation shall be granted.
- In the ninth and subsequent years, twenty (20) days paid vacation shall be granted.

If any portion of vacation entitlement for a given year is not taken, it shall be carried over to the next employment year. No more than twenty (20) days of paid vacation time carried over from previous employment years may be used in any employment year.

**11.3** In the event of termination of employment, by either the Employer or Employee, and where the Employee has annual vacation leave outstanding, they shall be entitled to receive payment of salary in lieu of such outstanding vacation, prior to termination.

**11.4** Scheduling of vacation will be determined in consultation with the Employer in accordance with operational requirements.

**11.5** For the purposes of this Agreement, the vacation year shall mean the twelve (12) month period inclusive from the date of hire.

## **ARTICLE 12: HOLIDAYS**

Employees shall not be required to work on any of the following holidays:

New Year's Day	Civic Holiday
Family Day (Ontario)	Labour Day
Good Friday	National Day for Truth & Reconciliation
May Day	Thanksgiving Day
Victoria Day	Christmas Day
National Indigenous Peoples' Day	Boxing Day
Canada Day	

One (1) floating religious, cultural, or non-denominational day of the Employee's choosing.

The week between Christmas Day and New Year's Day.

Neither shall the Employees be required to work any day on which Carleton University is closed in accordance with the schedule in the Carleton University academic calendar.

## **ARTICLE 13: LEAVE**

### **13.1 Sick Days**

Sick Days means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled or under examination or treatment of a physician, chiropractor or dentist, or because of an accident. Employees shall have a bank of 18 days per annum for sick leave, renewable on their hire anniversary. Unused sick days shall accrue for the Employee's future benefits to a maximum of 120 days. Unused sick days shall carry over to the following year. There shall be no cash-out of outstanding sick leave benefits upon termination.

### **13.2 Medical Leave**

- (a)** An Employee may be granted, upon presentation of a medical certificate to the LMC, a leave of up to 26 weeks due to disability, illness, or recovery. An Employee may apply for this leave after the dated medical certificate. Such leave will not be unreasonably denied. The Employer will reimburse the Employee for any costs for medical certificates or documentation up to \$100 per leave.
- (b)** An Employee on approved Medical Leave under Article 13.2 (a) will receive the following pay:

  - i. An Employee shall receive 95% of their salary for the first week of Medical Leave.
  - ii. An Employee shall receive 55% of their salary for the second through sixteenth week of Medical Leave.
  - iii. An Employee shall receive 95% of their salary for the seventeenth through twenty-sixth weeks.

### **13.3 Caregiver Sick Leave**

Caregiver Sick Leave means the period of time an Employee is absent from work with full pay by virtue of their child(ren), or people with whom the Employee cohabitates or has a familial relationship with, being sick or disabled or under examination or treatment of a physician, chiropractor or dentist, or because of an accident. Leave for the purpose of veterinary appointments for family pets or service animals will also be covered. Caregiver Sick Leave shall be earned at a rate of 1.5 days per month. Unused caregiver sick leave days shall accrue for the Employee's future benefits to a maximum of 120 days. There shall be no cash-out of outstanding caregiver sick leave benefits upon termination. If 5 or more caregiver sick leave days are claimed in a row, then the Employee must produce written documentation explaining the need for leave.

### **13.4 Pregnancy and Parental Leave**

An Employee must provide the Employer with 12 weeks written notice of intention to take pregnancy and/ or parental leave to exercise the clauses below:

- (a)** An Employee shall receive 95% of their basic salary for the first 2 weeks of a pregnancy leave, and then 45% of their salary for the remaining 15 weeks. If the Employee continues with Parental leave after Pregnancy leave, the Employee shall receive 35% of their salary for up to 35 weeks of parental leave.
- (b)** An Employee who takes parental leave only can request up to 52 weeks of parental leave and shall receive 95% of salary for the first 2 weeks, and 35% of salary for a further 50 weeks.

- (c) Any Employee who does not take either leave at the birth or adoption of their child is entitled to 10 days of paid leave.

### **13.5 Bereavement Leave**

An Employee may be granted, upon application to the LMC, a leave of absence with pay for up to five (5) consecutive calendar days for compassionate reasons in the event of the critical illness or death of a family member, dependant, partner, or other close relation.

In the case of bereavement outside the City of Ottawa, the Employer may, at their discretion, extend such leave to a maximum of fourteen (14) calendar days to allow for necessary travel time.

An Employee may be granted, upon application to the Employer's Representatives on the LMC a leave of absence with pay for three (3) days of bereavement leave in the event of the death of a family pet and/or five (5) days for a service animal.

The Employer agrees that no adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of a lapse in having a service animal.

Requests for bereavement leave, including requests for leave different than those covered in Article 13.5, will not be unreasonably denied.

### **13.6 Legal Leave**

The Employer shall grant leave of absence to an Employee who serves as a juror, plaintiff, defendant or witness in any legal proceeding. The Employer shall pay such an Employee the difference between their normal earnings and benefits and any payment they receive for jury service or being a witness, excluding payment for travelling, meals and other expenses to a maximum of five (5) working days. The Employee will present proof of service and the amount of pay (if any) received.

If an Employee is in need of legal assistance after having participated in activities sanctioned by CUPE 4600, the Employer will provide full and adequate legal representation that is agreeable to both parties. Any Employee who faces jail time or house arrest after participating in activities sanctioned by CUPE 4600 shall not suffer any loss of pay, benefits, or seniority during the period of their incarceration.

### **13.7 Union Leave**

- (a) Members of the bargaining unit shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

- (b) The Employer recognizes that the customary functions performed by the Employees as active members of their Union in regard to grievances, arbitrations, and bargaining extend beyond the jurisdiction of the Employer. As a consequence, the Employees may, from time to time, be called upon to fulfil these functions outside of the normal workplace environment. Upon such occasions, leave to fulfil such functions shall not be unreasonably withheld by the Employer with compensatory time arranged through mutual agreement.
- (c) Upon request to the Employer, an Employee elected or appointed to represent the Union at conventions, educationals or conferences shall be allowed leave of absence. At their discretion, the Employer may provide the Employee's wages and benefits during such leave.
- (d) The Employees are entitled to up to one-half day per month leave to attend to UNIFOR union business.

### **13.8 Employee Education & Leave**

The Employer agrees to pay into a special fund 3 cents per Employee per hour worked for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading Employees' skills in all aspects of Trade Union functions. Such monies are to be paid on an annual basis into a trust fund established by the National Union, UNIFOR, and sent by the Employer to the following address: UNIFOR Paid Education Leave Program, PO Box 897, Port Elgin, Ontario N0H 2C0. Members of the Bargaining Unit, selected by the Union to attend such courses, will be granted a leave of absence for class time, upon a request by the Employee(s) in writing, plus travel time where necessary, provided the Union agrees to reimburse the Employer for wages paid to Employees. Such a request shall not be unreasonably denied.

The Employer agrees to contribute to the Paid Education Fund no later than August 15 of each year.

There shall be a bank of 25 days available to the Union to divide among those selected members of the Bargaining Unit. Employees on said leave of absence will continue to accrue seniority and benefits during such leave, provided they qualify under the insurer's policy.

The Employee may be granted time off with pay to participate in any courses or seminars that from time to time may be required for the betterment of the Employee's job performance. The Employer shall pay the full cost of such educational programs including transportation, accommodation, meals, tuition and any other cost which may arise in connection with such leave. Payment of such costs (other than salary) shall be made on successful completion of the course or seminar and upon receipt of all relevant bills and or expense statements.

### **13.9 General/Other Leave**

An Employee may be entitled to leave of absence without pay or accumulation of seniority when they request such leave for good and sufficient cause. Such requests shall be in writing and approved by the Employer. Such approval shall not be withheld without just cause.

### **13.10 Domestic, Gendered, or Sexual Violence Leave**

The Employer recognizes that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work. Employees experiencing domestic violence will be able to access 15 days of paid leave for attendance at medical appointments, legal proceedings, self-care, and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval. Employees will make every reasonable attempt to inform the LMC of these days off as early as possible.

The Employer shall not require proof of domestic violence beyond self-reporting by the Employee, and all information related to domestic violence leave will be kept strictly confidential between the Employee and the LMC. No information will be kept in the Employee's file unless authorized by the Employee.

The Employer agrees that no adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing domestic violence.

### **13.11 Gender Affirmation Leave**

An Employee who provides a medical note from a medical practitioner confirming that the Employee requires a leave of absence in order to undergo care or medical procedure(s) related to gender affirmation shall be granted up to two (2) months of paid gender affirmation leave at the regular rate of pay.

### **13.13 Emergency Leave**

In the event of a bona fide emergency not covered elsewhere in this Collective Agreement, an Employee shall be granted a leave of absence of up to five (5) consecutive working days.

## **ARTICLE 14: PICKET LINE**

Employees shall have the right to refuse to cross a picket line while performing the Employer's business. Refusal to cross a picket line shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action or loss of pay.

## **ARTICLE 15: LABOUR-MANAGEMENT COMMITTEE**

**15.1** A Labour-Management Committee (LMC) of Executive Board Members of Local 4600 and all staff shall be instituted. The number of Employer representatives shall not be less than 1 nor more than the number of Employee representatives entitled to attend. The Employees will be consulted about the Employer representatives on the LMC and equity concerns will be addressed. The Committee shall meet at least once a month. The duties and the goals of the Committee shall be to ensure that the terms of this Agreement are respected by both parties. Specific matters for review and discussion shall include:

- (a) designations and prioritizations of the Employee's duties and responsibilities in accordance with the Union's priorities and activities;
- (b) monitoring the Employee's workload to ensure the integration of the Employee's designated hours of work;
- (c) ongoing evaluation of the Employee's fulfilment of duties and responsibilities in accordance with the Job Description attached as Appendix A;
- (d) proactive development of solutions to financial crises as outlined in Article 8; and to deal with any matters or problems arising from the Employer Employee relationship

**15.2** The LMC will develop and maintain Employee files for the purpose of tracking items including, but not limited to: start date and seniority, vacation entitlement and usage, MSPP, scheduling changes, and hours worked. Employees will, upon request, provide written reports pertaining to scheduling, hours worked, leave, or vacation during the preceding month. Should the Employer implement a system to track Article 13 leaves and Article 12 vacation usage, Employees shall comply with the requirements of this system.

## **ARTICLE 16: HEALTH AND SAFETY**

Employees shall not be required to act, nor shall Employees act in the course of their employment, in a manner which constitutes a health or safety hazard to themselves or to any other person.

## **ARTICLE 17: AUTOMOBILES USED FOR THE EMPLOYER'S BUSINESS**

When authorized to use their own automobile for the Employer's business, an Employee shall be paid a mileage allowance according to the current guidelines published by the Treasury Board of Canada. The Employee shall submit a claim at the end of each month, and mileage shall be paid from the first to the last day of each month. Generally as a condition of employment, the Employer does not require the ownership of a car. When transportation is required, the Employee may, with the approval of the Employer, elect to use their own car and be reimbursed at the above rate. All other costs incurred

in so using the Employee's car, such as parking, tolls, ferries etc., shall be paid by the Employer upon submission of receipts for such expenses, wherever possible. If the Employee does not elect to use their own car, the Employer shall, if necessary, provide transportation appropriate for the occasion and pay the cost of such transportation.

## **ARTICLE 18: SALARY**

### **18.1 Full-Time Employees**

- (a) For the purposes of salary, there are three main titled employment positions:
- Business Agent/Organizer
  - Data and Education Officer
  - Mobilization Coordinator

Effective September 1, 2023, each position exists on a multi-level salary scale dependent on job qualifications, experience, and time in the position. Salary range, minimum, maximum salaries, salary ranges and brackets are included in **Appendix B: Salary Scale**.

Any bracket adjustments or salary increases shall occur on September 1, 2023, and annually thereafter.

#### **(b) Minimum and Maximum Salary**

- i. For the **Business Agent/and Organizer** role, the minimum salary shall start at \$71,034.79 (maximum at 76,890.34), effective September 1, 2023; the minimum and maximum salaries (and therefore the value of each step) shall increase by three per cent (3%) effective September 1, 2024, and by three per cent (3%) on September 1, 2025.
- ii. For the **Data and Education Officer** role, the minimum salary shall start at \$66,504.00 (maximum at \$71,986.07), effective September 1, 2023; the minimum and maximum salaries (and therefore the value of each step) shall increase by three per cent (3%) effective September 1, 2024, and by three per cent (3%) on September 1 2025.
- iii. For the **Mobilization Coordinator** role, the minimum salary shall start at \$55,379.79 (maximum at \$59,944.86), effective September 1, 2023; the minimum and maximum salaries (and therefore the value of each step) shall increase by four per cent (4%) on September 1, 2024, and by four per cent (4%) on September 1, 2025.

### **18.2. Promotion Guidelines**

The following principles govern the salary system and its administration, with the

agreed rounded values displayed in Article 18.1.2 above and Appendix X: Salary Scale below:

- (a) In each year of the Collective Agreement, each salary scale consists of five (5) total salary brackets (referred to as steps).
- (b) Employees shall move up one salary grid step for every year worked, and receive an annual salary increase based on the salary bracket range for the employment position
- (c) Any Employee transferring to a different CUPE 4600 Staff position retains their current step position relative to salary for that specific job; that is, no Employee shall experience a decrease in salary steps when transferring from one position to another. However, Employees may move up in steps based on experience, if moving to a position with a lesser Salary bracket.
- (d) Any Employee who is promoted to a higher rated Employee position within the Bargaining Unit shall be placed on the scale of the higher rated position, such that they shall receive no less an increase in salary than the equivalent of one bracket in the salary range of their present classification.
- (e) Limited Term replacement Employees and new Regular Employees meeting the minimum criteria contained in the job posting shall be hired at the minimum of the salary range specified in the job posting. If, due to additional qualifications or years of experience, the Limited Term Replacement or a new Regular Employee is hired at a rate higher than Bracket 1, the offer of employment letter must state the adjusted salary bracket as well as the additional education and/or years and nature of experience for which the adjustment is made.
- (f) Any Employee whose salary is above the maximum salary bracket for their job position shall receive no further salary increase until the maximum of the range is raised beyond the Employee's current salary.
- (g) Any Employee temporarily assigned to perform a job at a higher classification level for a period exceeding four (4) consecutive weeks shall be placed upon the scale of the higher rated job position, so that they shall receive no less an increase in salary than the equivalent of one step in the salary range of their present classification.

### **18.3 Part-Time and Term Employees**

The salaries for Employees working less than thirty (30) hours per week will be prorated accordingly, such that the hourly rate of pay is effectively the same as it would be for Full-Time Employees of the same job title and description.

## **ARTICLE 19: BENEFITS**

**19.1 Benefits**

Beginning January 1, 1990, any surplus to the Employer deriving from the Ontario government’s change to health insurance premium payments shall be transferred to the Employee’s other benefit areas.

All Employees shall have access to the following benefits:

<b>Extended Health Care</b>	Employer pays 75% of the premiums Employee pays 25% of the premiums
<b>Dental Plan</b>	Employer pays 100% of the premiums
<b>Group Life Insurance Plan</b>	Employer pays 80% of the premiums Employee pays 20% of the premiums
<b>Long Term Disability Plan</b>	Employer pays 100% of the premiums
<b>Health Care Spending Account (HCSA)</b>	Employer contributes \$1,200 per Employee per year. Any amount unused by the Employee in the current year can be rolled over to the next year. Any credit unused at the end of the second year is forfeited.

Employees will remain in CUPE 4600 Unit 2 benefits plan unless the Employer can provide better coverage via a different plan and/or provider. The Employer agrees to notify and consult with the LMC in advance of any changes in benefit levels, providers, and premiums. If the Employee side of the LMC is unavailable, the Employer agrees to notify and consult with the local union executive.

An Employee, in receipt of a pension in accordance with the rules and regulations of the multi-sector pension plan, is eligible to receive a subsidy for health and dental premiums. The Employer will pay up to \$1200 for single coverage on an annual basis upon receipt of paid invoices for a maximum of five years. This applies to Employees who retire after September 1, 2023.

**19.2 Multi-Sector Pension Plan**

- (a) Effective the first day of the month after signing, the Employer agrees to place the Employees into the CUPE Multi-Sector Pension Plan, and to pay to the Administrators of the Plan monthly the costs involved in doing so.

For enrolment in the CUPE Multi-Sector Pension Plan. Contributions to the Plan for a new Employee may start at the commencement of employment, but membership in the Plan will not commence until 500 hours of service. At that time, the Employee will get credit for the prior

contributions. The Employer will contribute 10% of all applicable wages in accordance with the Participation Agreement with in accordance with the rules and regulations of the CUPE Multi-Sector Pension Plan.

The Employee shall contribute 0.5% of all applicable wage earnings. In the event that an Employee's contribution cannot be automatically deducted from their pay, the Employee will be responsible to submit their contribution directly to the Employer on a quarterly basis.

- (b) The Employee's failure to make the arranged payment may lead to disciplinary action. In the event the Employee's employment with the Employer ends, for any reason, and as of that date there remains an outstanding balance on the Overdue Payment, the Employer may deduct the outstanding balance from any payments that may otherwise be due and owing to them.

### **19.3 Childcare**

Effective September 1, 2014, Employees will be provided with funds to partially cover the costs of childcare. The rate of compensation for childcare will reflect the rate awarded by the TA Employee Assistance Fund. Employees will provide official receipts to the Employer for the Employer's internal financial records. Childcare benefits will continue to accrue during sick days.

### **19.4 Registered Education Savings Plan**

Effective September 1, 2014, if a full-time Employee has a Registered Education Savings Plan (RESP) on December 31 of any given year, then the Employer will contribute \$2000 to their RESP.

Effective September 1, 2015, if a part-time Employee has a Registered Education Savings Plan (RESP) on December 31 of any given year, then the Employer will contribute \$1000 to their RESP.

The Employer contribution to Employee RESPs will be issued following submission of documentation to the Employer.

## **ARTICLE 20: DURATION**

Except where otherwise specifically described herein, this Agreement shall come into force on the day of signing and shall not expire until August 31, 2026.

## **ARTICLE 21: TERMS AND CONDITIONS**

It is agreed that either party may seek to alter by mutual consent the terms and conditions of employment specified in this Agreement.

## **ARTICLE 22: NOTICE OF INTENTION TO BARGAIN**

The Employees shall give the Employer 30 days written notice of intention to bargain.

## **ARTICLE 23: SOCIAL JUSTICE FUND**

The Employer agrees to pay into a special fund 1 cent per Employee per hour worked for the purpose of promoting social and economic justice, nationally and internationally. Such monies are to be paid on an annual basis into a trust fund established by the National Union, UNIFOR, and sent by the Employer to the following address: UNIFOR Social Justice Fund, 205 Placer Court, North York, Ontario, M2H 3H9.

The Employer agrees to contribute to the Social Justice Fund no later than August 15 of each year.

## **ARTICLE 24: HEALTH AND WELLBEING FUND**

The Employer recognizes the importance of maintaining health and well-being and endeavours to assist the Employees in achieving this to the best of its ability.

The Employer shall make available \$1000 per annum for each Employee to spend as they wish towards the maintenance of their own health and well-being.

Reimbursement will be made by the Employer at the Employee's request within a reasonable timeframe. Any unused funds will be paid out at the end of the calendar year.

## **ARTICLE 25: SMARTPHONE AND DATA PLAN**

- 25.1** Subject to operational requirements, the Employer will purchase a smartphone with voice and data plan for use by any staff member who requests it. This smartphone shall be for CUPE 4600 business, and will remain the property of the Employer.
- 25.2** In situations where it has been mutually agreed upon by the Employer and the Employees at the LMC that there is a bona fide occupational need relating to the business of CUPE 4600, Employees will also be granted a reimbursement of sixty dollars (\$60) per month towards the cost of a voice and data plan.
- 25.3** Except where approved as per Article 25.2, Employees shall not be required to use their personal smartphone for work-related tasks. Employees will not be reimbursed for costs incurred by such usage.

## **ARTICLE 26: PROFESSIONAL DEVELOPMENT FUND**

The Employer recognizes the importance of personal and professional development and endeavours to assist Employees in their self-enrichment. The Employer shall make available \$250 per annum for each Employee to spend as they wish towards the maintenance of their own development (e.g., for the purchasing of books, news/magazine subscriptions, workshops). Reimbursement will be made upon proof and verification of payment by the Treasurer.

## **ARTICLE 27: REVIEW OF JOB DESCRIPTIONS**

- 27.1 (a)** When an Employee in an existing job classification believes that their position is incorrectly classified, they may submit in writing a request for review to their manager, with a copy to the Chair of the Labour Management Committee.
- (b)** A request for review shall include:
- i. the Employee's full name, present classification and salary;
  - ii. a job description for the position to be reviewed; and
  - iii. the reasons why the present classification is considered to be inappropriate.
- 27.2** The Labour-Management Committee shall consider each request and, within thirty (30) working days of its receipt, shall notify the Union and the Employee(s) concerned of the results of the review.

## **APPENDIX A: JOB DESCRIPTIONS**

### **BUSINESS AGENT/ORGANIZER**

The Business Agent/Organizer (BAO), hereafter referred to as the "Business Agent", shall carry out their duties under the direction of the Executive Board of CUPE Local 4600. The duties of the Business Agent shall include, but are not restricted to, the items contained in this job description. It is understood that Membership Service, Grievance and Arbitration, Contract Negotiations, and University Liaison are not the sole responsibility of the Business Agent, but that the members of the Local's Executive will share the responsibility of performing these duties as provided by the constitution of the union. Unless otherwise directed by the Executive, the Business Agent is to make day-to-day decisions necessary for the implementation of union policy and efficient office management. The Business Agent will be required to work autonomously and demonstrate a high degree of initiative in meeting the varied demands of the position.

#### **Membership Service**

The Business Agent shall act as a resource person and advisor for members with work-related problems. This may include assisting with grievances, referral (where possible) on Employment Insurance, immigration and health matters, and explaining the Collective Agreement, and where requested, attending departmental meetings of membership. The Business Agent shall also play an active role in encouraging membership participation in the local.

#### **Grievances and Arbitration**

The Business Agent shall advise members, assist stewards, the chief steward(s), and officers in the processing of grievances, and work in consultation with our CUPE National Representative and legal counsel on the preparation and presentation of mediation/arbitration cases, Ontario Labour Relations Board (OLRB) proceedings, and Employment Insurance appeals.

#### **Contract Negotiations**

The Business Agent shall act as a resource person on the bargaining team, and assist with research and preparation for bargaining. The Business Agent will act as recording secretary for the bargaining team and will ensure that all relevant documentation from each round of negotiations is kept intact for the use of future bargaining teams. The Business Agent is expected to brief the incoming bargaining team on the successes and failures of previous rounds of negotiations and advise the bargaining team on courses of action to be considered during the current round.

#### **Executive Assistance**

The Business Agent shall assist the Executive in the execution of its duties. In the event of a vacancy within the Executive, at the direction of and collaboration with the Executive, the Business Agent will attempt to fulfill the responsibilities of the vacant position until the vacancy can be filled. The Business Agent shall report verbally to meetings of the Executive Board or Council as deemed appropriate by the same.

Additionally, the Business Agent shall assist the incoming Secretary-Treasurer in order to ensure financial records and payments continue to be processed without significant delays, in cooperation with the DEO. During an auditing process, the BAO will, along with the DEO, assist with gathering and processing information, generating reports, or other related tasks as needed by the Secretary-Treasurer, trustees, and/or auditors. The Board/LMC will provide guidance and training as well as necessary resources to carry out these duties.

### **University Liaison**

The Business Agent shall act as a liaison between the Local and the University administration as well as other groups, including other unions, associations, and student councils.

It is understood that the emphasis placed on certain tasks contained in this job description may vary from time to time. Resetting of priorities shall be done in consultation with the Local's Executive and Staff. It is also understood that, from time to time, staff scheduling and workload may require flexibility in the assignment of tasks to Employees.

## **DATA & EDUCATION OFFICER**

The Data and Education Officer, hereafter referred to as the "DEO," shall carry out their duties under the direction of the Executive Board of CUPE Local 4600. The duties of the DEO shall include, but are not restricted to, the items contained in this job description.

Unless otherwise directed by the Executive, the DEO is to make day-to-day decisions necessary to carry out these duties, implement union policy, and maintain an efficient work environment. The DEO will be required to work autonomously and demonstrate a high degree of initiative in the varied demands of the position.

### **Data Administration and Analysis**

The DEO will organise, compile, analyse, and report on Membership data by:

- Creating, maintaining, and modifying membership database files, including monthly updating from Employee lists;
- Updating and modifying the database system, as required;
- Producing and providing member and contract information from the database as needed to the office team and as requested by the Executive Board and Council, its committees and caucuses;
- Compiling and analysing data provided via reports from the University stipulated in the Unit 1 and Unit 2 collective agreements;
- Compiling and analysing data collected from the Membership via surveys, discussions, meetings, polls, social media, etc.;
- Creating and delivering reports/presentations on such data from time to time or as is necessary for particular inquiries, campaigns, or projects;
- Handling all such data with care to ethical, security, and privacy considerations

The DEO will endeavour to keep apprised of trends, literature, movements, etc. in the Higher Education Sector and labour movement more broadly. The DEO may combine data collection and analysis with additional environmental scans, literature reviews, other data sets, samples, or research, and apply relevant research methods/approaches to triangulate and interpret data.

### **Research, Education, and Preparation**

The DEO will facilitate the education of the Membership by:

- Using the membership data and analysis to develop materials
- Developing and updating educational materials for the Executive Board, executive councils, and committees/caucuses
- Developing and updating educational materials for the Membership including, but not limited to:
  - Orientation materials
  - Collective Agreement highlights
  - Topical/subject specific workshops
  - Educational/informational social media graphics/posts

- Handbooks/Guides
- Historical/archival materials
- Developing and updating materials for campaigns and projects
- Researching relevant legislation
- Maintaining records of contact with campus, regional, provincial and national student organizations and trade unions
- Preparing written reports assessing the prospects for organizing and certifying new bargaining units
- Assisting Stewards, in conjunction with the BAO, with grievance research
- Tracking Cost Share budgets and expenses in collaboration with Staff and Executive Board members.

In addition, they shall ensure that all materials prepared for above items are accurate and consistent with legislation, the aims of the Local, and Local/National policy.

### **Historical Archive**

The DEO will assist with creating/building, updating, and maintaining a historical archive of CUPE 4600 data, events, campaigns, memorabilia, policy, movements, etc. Additionally, the DEO will assist with organizing and maintaining the office filing system, including yearly archiving of documents older than 2 years.

### **Collective Bargaining**

The DEO will assist with CUPE 4600 Collective Bargaining by:

- Compiling, analysing, and reporting on data necessary for the Bargaining Research Committees, Executive Board, Strike Committee, and Bargaining Teams

### **Union Processes and Procedures**

The DEO will collaborate with Staff and the Executive Board and assist with evaluating Union processes and procedures to improve equity, efficiency, and/or solve issues within them. The DEO shall, when required:

- Identify barriers to access and/or participation
- Assist in providing suggestions or guidance to improve Union policies and procedures

### **Benefits / Funds**

- Assist the Executive, Stewards and volunteers with education on and analysis of benefits/funds;
- Conduct information sessions and provide literature to members;

- Advise bargaining teams, bargaining research committees, executives, and unit caucuses on fund- and benefit-related matters and assist with related proposals

### **Financial Records and Audits**

The DEO will:

- Quarterly, acquire the financial records (such as invoices, vouchers, ledgers) from the Secretary-Treasurer in order to organize and maintain all such records in a single location, available for reference;
- Organize and maintain the records such that they will be accessible and easily usable by auditors, trustees, and Secretary-Treasurers;
- Generate reports using these financial records as needed;
- During an auditing process, will, along with the BAO, assist with gathering and processing information, generating reports, and/or other related tasks as needed by the Secretary-Treasurer, trustees, or external auditors,
- In the event of strike and/or strike preparation and in accordance with CUPE 4600 Bylaws, work with the Secretary-Treasurer to create and administer financial systems to address strike pay and other strike-related expenditures, and ensure all necessary reporting to CUPE National and other required bodies;
- Assist the BAO in training the incoming Secretary-Treasurer in order to assure financial records and payments continue to be processed without significant delays during the board turnover process.

It is understood that the emphasis placed on certain tasks contained in this job description may vary from time to time. Resetting of priorities shall be done in consultation with the Local's Executive and Staff. It is also understood that, from time to time, staff scheduling and workload may require flexibility in the assignment of tasks to Employees.

## **MOBILIZATION COORDINATOR**

The Mobilization Coordinator, hereafter referred to as the “MobCor,” will carry out their duties under the supervision and direction of the Executive Board of CUPE Local 4600. The duties of the MobCor include the items contained in this job description. Unless directed otherwise by the Executive Board, the MobCor will be responsible for making the day-to-day decisions necessary to carry out these duties, implementing union policy, and maintaining an efficient work environment. It is understood that the MobCor will be required to work autonomously and demonstrate a high degree of initiative in meeting the varied demands of the position, but will also need to work in close consultation with the Business Agent, Data and Education Officer, and Executive Board.

The majority of this position involves communication and member outreach, engagement, and organizing. During times of bargaining mobilization, September welcome weeks, and the annual summer retreat for the Executive Board, it is understood that event planning will take up the majority of the MobCor’s time.

### **Outreach/Inreach**

The MobCor will work with the Executive Board and staff to communicate the activities of the union to members and to encourage member participation in the Local. This may involve, but is not limited to:

- Scheduling and attending office visits
- Conducting member orientations
- Preparing print and e-materials for member distribution
- Updating the CUPE 4600 website
- Coordinating and designing mass emails to members
- Preparing posters and advertisements
- Assisting with monitoring and posting on the Local’s social media accounts
- Attending CUPE 4600 and related events
- Orienting new members to the role of the Local and their labour rights
- Where directed by the Executive Board, working with staff and Executive members to communicate 4600’s issues to relevant individuals and organizations outside the Local
- Booking rooms and ordering refreshments for meetings and campaigns.

### **Newsletter & E-mail Communications**

The MobCor will work with the Recording Secretary to regularly produce and distribute the CUPE 4600 newsletter. The MobCor’s duties related to the newsletter will involve soliciting and coordinating submissions, editing, layout and distribution. For the most part, newsletter content will be prepared by other individuals, in particular members of the Local. At the direction of Executive Board members, the MobCor may also prepare email updates to the membership and/or units on a regular or as needed basis. They shall ensure that all materials

prepared for items 1) and 2) are accurate and consistent with legislation, the aims of the Local and Local/National policy.

### **Programming**

The MobCor will work with the Executive Board, staff, and volunteers to plan, organize, and carry out programming geared at increasing member knowledge about workplace issues and encouraging member engagement and participation in the Local and in projects the Local has endorsed. This may include such things as educational events, speakers' panels, film screenings, and social activities. While programming should continue throughout the year, the MobCor will work with the Executive Board to plan and execute programming geared towards new members, particularly in September and January in order to orient new members and enhance the visibility and accessibility of the Local.

The MobCor will provide logistical support/assistance to the Executive Board, including but not limited to, planning, events, and projects where appropriate/necessary. Additionally, the MobCor will work with the Executive Board and staff in ordering supplies as needed and/or requested, liaising with Carleton University (and/or other vendors) where necessary, assisting in managing and liaising with service subscriptions, and liaising with the President and Secretary Treasurer on budgeting and invoicing of such expenses.

### **Stewards Council & Committees**

The MobCor shall assist the Chief Stewards of both units with scheduling and organizing Stewards Councils. In addition to assisting with stewards training, the Mobcor shall be available to assist stewards.

The MobCor will work with the Local's Committee/Caucus Chairs to encourage member participation, communicate committee/caucus work to the wider membership, and coordinate committee/caucus work with the wider activities of the Local.

### **Research**

Where directed by the Executive Board, the MobCor will collaborate with the DEO in conducting research that will inform the strategic planning, membership mapping, mobilization, and organizing work of CUPE 4600. Research projects will be assigned on an as-needed basis and clear parameters for projects will be determined at the Executive Board level, and will not form the core duties of the position.

### **Bargaining/Strike Support**

In the lead up to, during, and after contract negotiations, the MobCor will work with the Executive Board, bargaining teams, staff, and volunteers to develop and carry out a membership mobilization plan aimed at supporting the Local's

bargaining efforts. This may also, at the direction of the Executive Board, involve logistical work related to picket and strike preparation.

- Assisting the Executive, Strike Committee, and Bargaining Teams with planning and delivering departmental-, faculty- or campus-wide information sessions and ensuring that information is consistent with the aims of the bargaining unit, as determined by the Bargaining Team and Executive.
- Providing support to the Executive, Strike/Mobilization Committee, and Bargaining Teams with organizing the membership, the University, and the community in support of the Local's bargaining efforts.
  - In the event of a strike or lockout, efforts to resolve the labour dispute.
- Assisting the strike committee with organizing and coordinating picket lines and helping ensure that picketers have the logistical support to sustain a strike.
- Assisting the Executive, Bargaining Teams, and Strike/Mobilization Committee with producing conventional and electronic publicity materials.

It is understood that during this period the Executive Board may require the majority of the MobCor's duties and hours to be shifted towards this goal.

It is understood that the emphasis placed on certain tasks contained in this job description may vary from time to time. Resetting of priorities shall be done in consultation with the Local's Executive and Staff. It is also understood that from time to time, staff scheduling and workload may require flexibility in the assignment of tasks to Employees.

## APPENDIX B: SALARY SCALE

2023 Salary Grid					
Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Business Agent/Organizer	\$71,034.79	\$72,455.49	\$73,904.60	\$75,382.69	\$76,890.34
Data and Education Officer	\$66,504.00	\$67,834.08	\$69,190.76	\$70,574.58	\$71,986.07
Mobilization Coordinator	\$55,379.79	\$56,487.39	\$57,617.13	\$58,769.47	\$59,944.86
Scale Increase:	2.00%				
2024 Salary Grid					
Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Business Agent/Organizer	\$73,165.83	\$74,629.15	\$76,121.73	\$77,644.17	\$79,197.05
Data and Education Officer	\$68,499.12	\$69,869.10	\$71,266.48	\$72,691.81	\$74,145.65
Mobilization Coordinator	\$57,594.98	\$58,746.88	\$59,921.82	\$61,120.26	\$62,342.66
Scale Increase:	2.00%				
2025 Salary Grid					
Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Business Agent/Organizer	\$75,360.81	\$76,868.02	\$78,405.39	\$79,973.49	\$81,572.96
Data and Education Officer	\$70,554.09	\$71,965.18	\$73,404.48	\$74,872.57	\$76,370.02
Mobilization Coordinator	\$59,898.78	\$61,096.76	\$62,318.69	\$63,565.06	\$64,836.36
Scale Increase:	2.00%				

**APPENDIX C:  
RESPECTFUL WORKPLACE ENVIRONMENT REPORT**

1. Name and position:
2. Name(s) and position(s) of reported person(s):
3. If this report is on behalf of another person, list their name:
4. Describe the incident(s) and your reaction to and/or interpretation of the behaviour(s)/ action(s) of the named person(s):
5. List any other person(s) who were present:
  - a. Describe their role(s), if any, in the incident

**Employee:**

Name

---

Signature

---

Date of submission

---

**LMC Representative (or other Executive Board Member):**

Name

---

Signature

---

Date of receipt

---

Note: This form is a guideline intended to help structure the report. Additional sections may be added where necessary to fully capture the nature and circumstances of the incident(s) the Employee wishes to report.

# LETTER OF UNDERSTANDING

between

CUPE 4600

and

UNIFOR 567, UNIT 5

**Re: OFFICE DIRECTOR**

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**WHEREAS** both Parties agree that they would mutually benefit from more structure and leadership.

**AND WHEREAS** Unifor 567 Staff are concerned that colleague-based supervision would harm the necessary solidarity and trust between Staff and are therefore not interested in creating a significant power hierarchy within its ranks.

**NOW THEREFORE** a trial period shall commence upon ratification until the expiration of this Collective Agreement on August 31, 2026 at which time a report shall be submitted by both Parties evaluating the efficacy of this trial with recommendations for next steps.

## **Office Director Description**

Additional duties\* relating to the administration and maintenance of the CUPE 4600 offices and guidance/leadership of staff shall be assigned upon mutual agreement to an Employee\*\* covered by this collective agreement.\*\*\*

\*The designated Office Director shall not be tasked with official performance or productivity related supervision or evaluation nor have any disciplinary discretion.

\*\*The senior-most Employee shall be granted first right of refusal for the Office Director role.

\*\*\*To avoid entrenching any unwanted hierarchical colleague-supervision, the Office Director role is intended to be cyclical. The role shall be reviewed in each collective bargaining round or as requested by either Party. Succession and accession of the role must occur in consultation with Employer and Staff representatives.

## **Staff Leadership**

- Ensure smooth office operations:
  - Maintain regular communication with staff vis-a-vis workplace needs, workflow, workload, duties, projects/campaigns, etc.

- Outline workplace priorities in consultation with fellow staff
- Assist and provide direction with logistical and/or Membership-related support, problem solving, and troubleshooting
- Coordinate staff meetings, education, training, and events
- Coordinate the recruitment, hiring, onboarding, and training of arising staffing positions
- Advocate on behalf of staff:
  - May act as designate for LMC Meetings
  - May identify common themes and/or challenges/barriers to staff well-being
  - May report on staff needs to LMC/Executive Board
- Strategize with staff on the growth and development of roles, skills, goals, and initiatives
- Collaborate with staff and LMC/Executive Board on evaluating staffing and LMC-related processes and procedures

**Office Administration**

Duties shall include, but may not be limited to:

- Organizing and maintaining union Local office supplies and equipment
- Ordering office supplies as needed and/or requested
  - Liaising with Carleton University (and/or other vendors) where necessary
  - Liaising with the President and Secretary Treasurer on budgeting and invoicing of such expenses
- Ensuring that all office equipment is maintained and operational
- Assist in managing and liaising with service subscriptions
- Provide logistical support/assistance for Executive Board planning, events, projects, etc. where appropriate/necessary

**Stipend**

This additional role shall carry an additional stipend of \$5000 to be added to the Employee's annual salary and divided into equal installments on each pay.

DATED at the unceded, unsundered Algonquin Territory of Ottawa, Ontario, this 8 day of March, 2024.

*Codie Fortin-Salade*  
 \_\_\_\_\_  
 For the Union

*Neil Wilson*  
 \_\_\_\_\_  
 For the Employer

*Paul Bliss*  
 \_\_\_\_\_  
 For the Union

*[Signature]*  
 \_\_\_\_\_  
 For the Employer

*A. Aucoin*  
 \_\_\_\_\_  
 For the Union