

**Collective Agreement**

**Between**

**CUPE Local 2424**

**and**

**Unifor Local 567**

**For the Period**

**May 1, 2024 to April 30, 2027**

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## **Article 1: Recognition**

- 1.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees except for managers/book-off positions, and part-time Employees working less than 15 hours per week.
- 1.02 This Collective Agreement is fully applicable to all full-time and part-time Employees in the bargaining unit unless otherwise specified.
- 1.03 The application of a new title to or the reorganization of duties of a position excluded from the bargaining unit shall not result in its inclusion in the bargaining unit. It is recognized, however, that changing methods of operation or new functions may result in the creation of new classifications or positions. Such new classifications or positions shall be included in the bargaining unit if such classifications or positions comprise the significant functions normally performed by the bargaining unit Employees.
- 1.04 No Other Agreements
- No Employees shall be required or permitted to make a written or verbal Agreement with the Employer or its representative which may conflict with the terms of this Collective Agreement.
- 1.05 The Employer shall notify the Union of each proposed exclusion from the bargaining unit and the basis for such exclusion. If the Union objects to the exclusion the parties shall meet within a period of ten (10) days and if no Agreement is reached the Union may appeal to the Ontario Labour Relations Board for a review and decision of the position in question.
- 1.06 Persons not covered under the terms of this Agreement will not perform duties normally assigned to those Employees who are covered by this Agreement unless agreed upon between the Union and the Employer.

## **Article 2: Preamble**

- 2.01 The purpose of this Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and Employees represented by the Union and to establish terms and conditions of employment relating to remuneration, hours of work, Employee benefits and working conditions, and to provide a method of settling any differences which may arise between the parties.

## **Article 3: Definitions**

### 3.01 Employee

Is a person hired by the Employer notwithstanding exceptions described in Article 1.01.

### 3.02 Part-Time

Employees appointed to work less than thirty-five (35) hours in a week but more than fifteen (15) hours plus continuing Employees and replacement Employees replacing continuing Employees who work less than thirty-five (35) hours in a week but fifteen (15) hours or more.

### 3.03 Full-Time

Employees appointed to work thirty-five (35) hours in a week.

### 3.04 Continuing Employee

An Employee whose appointment is one in which no termination date is stated.

### 3.05 Term Employee

An Employee appointed by the Employer to a term position to perform work which has been designated by the Employer as non-continuing in nature, for which a beginning and termination date is specified. The term shall be not less than four (4) months and not more than twelve (12) months, except that extensions may be granted by the Labour Management Committee. Such positions shall be posted in accordance with Article 11 and shall be classified for salary administration purposes. Employees filling these positions shall be included in the bargaining unit from date of appointment.

The following articles do not apply to these Employees and will be noted in each article: Article 11, 12, 21.03(i) and 26 -- except as noted.

### 3.06 Replacement Employee

An Employee appointed by the Employer to replace continuing or term Employees on leaves of absence of not less than four (4) months and not more than twelve (12) months, or to fill vacancies as a result of approved assignments of not less than four (4) months and not more than twelve (12) months. In both cases extensions may be granted by the Labour Management Committee. These Employees are included in the bargaining unit from date of hire.

The following articles do not apply to these Employees and will be noted in each article: Article 11, 12, 21.03(i), 21.05(b), 26 -- except as noted, 27, 39 -- except as noted and 40.

### 3.07 Casual Employee

An Employee appointed by the Employer to a position of a temporary nature of no more than twelve (12) months except that extensions may be granted by the Labour Management Committee, with no guarantee on a continuing basis. These Employees are included in the bargaining unit from their date of hire. The following articles do not apply

to these Employees and will be noted in each article: Articles 11, 12, 21.03(i), 21.05(b), 26 -- except as noted, 27, 28, 39 -- except as noted and 40.

Note: Employees in the bargaining unit are defined in one of these 4 categories. Full-time or part-time is a qualifier for each category indicating the number of hours per week the Employee is appointed to work.

### 3.08 Employer

CUPE Local 2424, its executive officers, and anyone authorized to act on behalf of CUPE Local 2424 in its dealings with the Union and its members.

### 3.09 Call-Back

Call-back shall be defined as an occurrence whereby an Employee who has left the Employer's premises is called back to work with less than sixteen (16) hours' notice, except that it shall not apply to scheduled overtime work commencing before and extending into the Employee's regularly scheduled work day.

### 3.10 Spouse

Designates a partner in law or in common law. For the purposes of the Supplementary Medical Insurance and Dental Plans, for special and bereavement leave, and for waiver of tuition fees, spouse shall include a person of the same sex as the Employee with whom the Employee has been cohabiting in a common-law relationship for a period of at least one (1) year.

### 3.11 Lay-Off

The termination of an Employee's employment due to lack of work.

### 3.12 Promotion

Shall be defined as the advancement of an Employee from a lower classification level to a higher classification level through internal job competition.

### 3.13 Discharge

Shall be defined as dismissal of an Employee for just cause.

## **Article 4: Management Rights**

4.01 Subject to the provisions of this Agreement, the Union acknowledges that it is the exclusive function and responsibility of the Employer to:

- a) Maintain order, discipline, and efficiency;

- b) Establish and enforce reasonable rules and regulations covering the conduct, duties and methods of operation of the Employees;
- c) Hire, direct, assign, classify, transfer, promote, demote, lay-off, and to discipline, suspend or discharge Employees for just cause;
- d) Generally, to manage and operate CUPE 2424.

## **Article 5: No Discrimination**

- 5.01 The parties agree that there will be no discrimination or harassment based on any prohibited grounds listed within the Ontario *Human Rights Code*, including race, ancestry, place of origin, sex, sexual orientation, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability. The parties also agree there will be no discrimination or harassment based on political affiliation or activity, membership in or affiliation with the Union, language, religion, place of residence, appointments, promotion, suspension, confirmation of appointment, dismissal, or any other terms and conditions of employment.
- 5.02 The parties further agree that there shall be no intimidation, discrimination, interference, restraint, or coercion, exercised or practiced by either party or their representative or members because of an Employees membership or non-membership in the Union, because of activity or lack of activity in the Union, or by reason of exercising a right under the terms of the Collective Agreement.
- 5.03 Employees shall receive equal pay for work of equal value, regardless of their sex. The Employer agrees that there will be no discrimination or coercion exercised or practiced by it or any of its representatives with respect to any Employee because of participation in the Union.

## **Article 6: Union Security and Dues Check-Off**

### Check-Off Payments

- 6.01 The Employer will, so long as this Agreement continues to operate, as a condition of employment, cause to be deducted from the salaries of all Employees at the start of the first full month of employment, and then monthly, an amount equal to the Union monthly dues and uniformly levied as notified in writing by the Union to the Employer.

### Dues - Rates and Remittance

- 6.02 The Union shall advise the Employer one month in advance in writing of any changes in the monthly dues. It is agreed that the rate structure of the monthly dues requested shall not require deductions which are incompatible with the Employer payroll system.

## **Article 7: Strikes, Lockouts**

- 7.01 There shall be no strikes or lockouts so long as this Agreement continues to operate.

7.02 In the event that any Employees of Carleton University, other than those covered by this Agreement, engage in a lawful strike and maintain picket lines, Employees covered by this Agreement shall not be required to cross those picket lines and may work remotely. Employees may be required to perform specific tasks in the workplace if such tasks are necessary and cannot otherwise be completed remotely.

## **Article 8: Complaints, Grievances, and Arbitration**

### 8.01 Grievance

For the purpose of this Agreement, grievance shall mean any difference or dispute between the Employer and any Employee covered by this Collective Agreement or between the Employer and the Union concerning the interpretation, application, administration, or alleged violation of this Collective Agreement including any question as to whether a matter is grievable.

### 8.02 Individual Grievance

Any dispute affecting one Employee constitutes an individual grievance.

### 8.03 Group Grievance

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

### 8.04 Policy Grievance

Any dispute arising between the Employer and the Union on matters which involve the interpretation, application or administration of the Collective Agreement in whole or in part shall be termed a policy grievance.

### 8.05 Union Steward

The Union shall appoint one Steward. The Union shall at all times keep the Employer informed of the name of the Steward.

The Union shall not initiate any action on an Employee's behalf without the consent of the Employee, and all grievances by members of the bargaining unit shall be delivered to the Employer.

A Steward authorized by the Union to attend to grievances shall be permitted such reasonable time off without loss of normal pay or benefits.

### 8.06 Time Limits and Officers

The time limits prescribed for the performance of any act in the grievance or arbitration procedures may be extended by mutual consent of the Employer and the Union. Requests

for extension must be made in writing to the President of the Union if requested by the Employer, or the President if requested by the Union. In the event of a request for extension of time at any step of the grievance procedure, the grievance shall remain static from the time of receipt of such request until the request has been replied to.

In the event the Employer fails to reply to a grievance within the prescribed time limits at any step, the Union may submit the grievance to the next higher step of the grievance procedure.

In the event that a grievance is not presented to the next higher step of the grievance procedure within the prescribed time limits, the grievance shall be deemed to have been abandoned, unless the time limits have been extended by mutual agreement.

Officers or members of the Grievance Committee involved in the grievance procedure may be substituted for by designated alternates provided such alternates are officers of the Union.

#### 8.07 Time Off

By arrangement with the Employee's supervisor, an Employee shall be permitted the required time off without loss of normal pay, benefits or seniority to attend to the adjustment of the grievance.

#### 8.08 Documentation

The Employer agrees not to introduce any document involving disciplinary action such as written censures, letters of reprimand, and adverse reports of performance evaluation into the grievance or arbitration procedure of which the Employee was unaware at the time of the filing of the grievance. An Employee shall initial and be given a copy of any such document which is used as a basis for discipline and which is placed on the Employee's file.

#### 8.09 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the Employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Employer's premises to view any working condition(s) which may be relevant to the settlement of the grievance.

#### 8.10 Agreement

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

## 8.11 Awards

Any award made by the Employer as a result of a settlement of a grievance shall normally take effect as of the date the incident giving rise to the grievance occurred.

## General

### 8.12

(a) A policy grievance shall proceed directly to Step 2 of the grievance procedure and shall be delivered to the Employer within fifteen (15) working days of when the incident giving rise to the grievance would reasonably have been known to the Union.

(b) In the case of suspension or discharge, a grievance shall be introduced at Step Two (2) of the grievance procedure within five (5) working days after receipt of written notification of the suspension or discharge.

(c) A Group grievance shall proceed directly to Step 2 of the grievance procedure and shall be delivered to the Employer within fifteen (15) working days of when the incident giving rise to the grievance would reasonably have been known to the Union.

## 8.13 Grievance Procedure

### Step 1: Complaint

The Employee shall notify the Employer of a complaint within ten (10) working days of when the incident giving rise to the complaint would reasonably have been known to the Employee. The Employee and a Union representative shall meet with the Employer within ten (10) working days to discuss the complaint and seek a settlement. If the complaint is not resolved, the Employer shall provide a written response to the Employee and the Union within five (5) working days of that meeting.

### Step 2: Grievance

If the written reply of the Employer is not satisfactory, or if no response has been received within the time limit, the complaint may be submitted in writing as a grievance within ten (10) working days to the Employer. The Employer shall meet with the Union within ten (10) working days to discuss the grievance and seek a settlement. The grievor and/or the President or Designate may be present at this meeting at the request of either party. If the grievance is not resolved, the written reply of the Employer shall be sent to the Union within five (5) working days of the meeting.

### Step 3: Arbitration Referral

If the Union is not satisfied with the Employer's written reply, the matter may be submitted to arbitration and, within ten (10) working days of receipt of the decision, the Union shall notify the Employer in writing of its intention to refer the grievance to arbitration.

#### 8.14 Arbitration Procedure

Notice of Intention to invoke the Arbitration Procedure shall be given in writing within ten (10) working days of the outcome of Step 3 of the grievance procedure.

Within ten working days of invoking the arbitration procedure, the Employer and the Union will agree to the name of a sole arbitrator to hear the grievance. If the Employer and the Union do not reach an Agreement within the time limit, either party may submit a request to the Ministry of Labour to appoint an arbitrator to hear the matter.

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

Each party shall pay one-half (½) of the fees and all other expenses of the arbitrator.

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

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

#### **Article 9: Probation Period**

9.01 The probationary period for new continuing and term Employees in the bargaining unit shall be six (6) months of service. No sooner than 3 months from the date of appointment but no later than 6 months, the Employer will carry out a Probationary Review. The results of the probationary review will be given to the Employee in writing. The Employer will confirm the Employee into the position, terminate the Employee, or, with mutual consent of the Labour Management Committee, extend the probationary period for up to an additional 3 months.

9.02 If the probationary period is extended, the manager will develop a remedial training plan for the Employee. During, or by the end of the extended probation period, the Employer will confirm the Employee into the position, or terminate the Employee.

9.03 During the probationary period Employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such Employees may be terminated at any time during the probation period and they shall not have recourse to the grievance procedure regarding this termination. The Employer will advise the Union when a probationary Employee is terminated.

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

## **Article 10: Seniority**

10.01 Seniority as referred to in this Agreement, shall operate on a bargaining unit-wide basis.

Seniority shall mean the length of continuous service an Employee has with the Employer.

10.02 Seniority for all Employees shall commence from the first day of continuous employment provided that the Employee has successfully completed the probationary period and shall cease when an Employee's employment with the Employer is terminated.

10.03 In cases of appointment, transfer, promotion, and in the advancement of Employees to higher classifications where qualifications such as skill, experience, training and the capacity to perform the required task relating to the position applied for are deemed relatively equal, seniority shall be the determining factor.

Seniority rights shall apply to reduction of staff provided the Employee occupies the same classification.

Seniority rights shall apply to allocation of vacations, and to such other matters as set forth in this Agreement.

10.04 Seniority for part-time Employees shall be determined as follows:

(a) Hours worked as a part-time Employee divided by 7 = seniority in days rounded upwards.

(b) When a part-time Employee's status is changed to that of a full-time Employee, seniority shall start as of the date the Employee attained such status. In addition, the Employee shall be credited with seniority accumulated as a part-time Employee.

If the Employee who had held a term or casual appointment to a bargaining unit position, within 12 months of the start of continuous service which was interrupted prior to the Employee's continuous appointment, seniority shall start as of the date of the hiring for the term or casual appointment, minus the period of interruption.

10.05 The Employer shall maintain a seniority list showing the seniority held by each bargaining unit Employee. An up-to-date seniority list shall be sent to the Union on August 1 of each year.

10.06 No Employee shall be transferred outside the bargaining unit without the Employee's consent.

## **Article 11: Promotions, Transfers, and Staff Changes**

11.01 Vacant positions may not be filled by term or temporary Employees.

- 11.02 Where a vacancy occurs in a classification within the bargaining unit, notice of such vacancy shall be posted.
- 11.03 Such notice of vacancy shall state the nature of the position in the classification, the basic qualifications required, salary range and length of probationary period. A position description will be made available for review to any prospective applicant.
- 11.04 Applications for such posted vacancies shall be considered in the following order: first, continuing Employees within the bargaining unit; second, term/replacement Employees within the bargaining unit. All internal applications for such posted vacancy shall be considered. All qualified internal applicants shall be interviewed before external candidates are considered.
- 11.05 (a) Among competing applicants for such posted vacancy the following factors shall be considered: the ability to perform in an efficient manner the required duties of the position; previous work record including job conduct and work performance; qualifications; and skill. Where these factors among two or more competitors for the vacancy are equivalent, relative length of service with the Employer (seniority) shall govern. The above factors shall be considered and applied fairly.
- (b) An external applicant will not be selected as the successful candidate except in cases where there are no qualified bargaining unit applicants.
- 11.06 Within five (5) working days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant.
- 11.07 While an Employee will not be restricted in the number of applications made, the Employer will be under no obligation to consider application from a person who has been hired or promoted within the previous six months.
- 11.08 When promoted or transferred, the Employee shall be on a training period of three (3) months, except that this training period may be reduced to a period of not less than one (1) month. If the Employee finds the job unsatisfactory or is unable to meet the basic job requirements, the Employee shall be returned to the Employee's former position, or to one of equal classification and salary range. The successful candidate must be released from the former position within thirty (30) calendar days of notification of the selection.
- 11.09 (a) When an Employee is on an approved assignment in a higher classification level for a period of at least ten (10) consecutive working days, which assignment has the prior approval of the Employer, the Employee's salary shall be increased to the greater of:
- (i) step one of the higher classification;
  - (ii) an amount equal to the Employee's existing salary plus 5%; or
  - (iii) where a 5% salary increase results in a salary between range steps, the next higher step in the salary range.

(b) When an Employee on an approved assignment in a higher classification level returns to the former classification level, the Employee shall receive the same salary as received prior to the approved assignment except that any salary increase which would have been applied to that salary during the period in which the Employee was on an approved assignment will then be applied.

Any annual increment which is applied to the salary of a member of the bargaining unit during the period in which an Employee is on an approved assignment shall be applied to the Employee's salary according to the level in which the Employee is on approved assignment.

(c) No position will be filled on an acting basis for a period of more than one (1) year. Where the Employee who normally fills the position is on approved leave of absence or long term disability, the term of the acting assignment will be extended to cover the leave of absence and/or the term of disability.

11.10 An Employee who transfers to a different position at the request of the Employer shall not suffer a reduction in salary. Future salary adjustments will be determined by the position of the Employee's salary in the salary range for the new position. When an Employee transfers to a lower level position at the Employee's request, the Employee will be paid at the Employee's present salary or at the job rate of the lower position, whichever is less.

When an Employee transfers to another position at the same level as a result of a job competition there will be no change in the Employee's salary as a result of that transfer.

11.11 When an Employee is promoted to a higher level the Employee's salary will be increased to the greater of:

- (i) step one of the higher classification;
- (ii) an amount equal to the Employee's existing salary plus 5%; or
- (iii) where a 5% salary increase results in a salary between range steps, the next higher step in the salary range.

11.12 The Employer will continue its existing practice of posting job openings so as to ensure that promotional opportunities will be made known.

11.13 Wherever practicable successful external candidates will be hired at step one of the range.

## **Article 12: Redundancy, Lay-Off, and Recall**

12.01 There shall be no lay-off from the bargaining unit until a reasonable attempt has been made to make the necessary reductions in the work force through attrition subject to the exigencies of the operation.

12.02 The Employer may declare a position redundant when there is no longer a need for that position due to a lack of work, a reorganization of duties, or a reduction of services.

When a position is declared redundant, the decision and the reason for it shall be explained to the incumbent at a meeting with the Employee's supervisor, and a representative of the Employer and the Union.

- 12.03 The formal notice of redundancy from the President of CUPE 2424 shall indicate the date the position must be vacated and shall be given to the Employee at a meeting. A copy of this formal notice shall be sent to the Union. A representative of the Union shall be present at this meeting. The reasons for the redundancy and the plan for what will happen to the duties of the redundant position will be provided in writing to the Employee and the Union.
- 12.04 The Employer shall provide a six (6) months written notice of a proposed lay-off or elimination of position, or pay in lieu. If the Employee decides to leave before the six (6) month period ends, the Employer will pay out the remainder of the six (6) months.
- 12.05 Additionally upon termination of employment due to lay-off or redundancy the Employee shall receive four (4) weeks pay per year of service as severance, in addition to a prorated amount for each partial year of service.
- 12.06 When it has been determined that lay-offs are to take place, the Employer and the Union shall meet to discuss the lay-off and to identify those Employees to be laid off following the principle that Employees shall be laid off in inverse order of seniority. Employees so displaced shall be allowed to replace an Employee with less seniority in a position in which the displaced Employee is qualified to perform the work.

Employees who are identified for lay-off based on bargaining unit wide seniority shall have the option of displacing an Employee with less seniority as stated above or accepting lay-off. Failure to exercise such option within five (5) working days from notice of lay-off will result in lay-off of the Employee concerned.

- 12.07 Employees who are identified for lay-off are entitled to reimbursement for training up to and including \$5,000.00.
- 12.08 This article does not apply to term, replacement, or temporary Employees.

### **Article 13: Discipline, Suspension, and Discharge**

- 13.01 The Employer shall not discipline, suspend, or discharge any Employee except for just cause.
- 13.02 An Employee shall have the right to have a Union Representative present at any meeting between a representative of the Employer and the Employee called expressly to impose discipline. Where such a meeting is to be called, the supervisor shall so notify the Employee in advance of the purpose of the meeting in order that the Employee may contact a Union Representative.

- 13.03 When an Employee is suspended or discharged after the completion of the probationary period, such suspension or discharge, and the reasons therefore, will be confirmed in writing to the Employee with a copy to the Union within two (2) days. In cases of suspension the length of the suspension shall be stated.
- 13.04 An Employee, in the event of suspension or discharge, may with the support of the Union initiate a grievance at Step 3 of the grievance procedure. Such grievance must be filed within ten (10) working days after the suspension or discharge takes place.
- 13.05 Should the Employer conduct an investigation into circumstances that lead to dissatisfaction with an Employee's performance or behavior prior to a disciplinary interview, the Employee being interviewed shall have the right to have Union representation present.
- 13.06 Documents of censure, reprimand, or criticism which are one or more years old shall be removed from the Employee's Personnel File and shall not be considered in connection with any disciplinary action or promotional opportunity.

#### **Article 14: Hours of Work**

- 14.01 The normal work week for full-time Employees shall be thirty-five (35) hours (exclusive of lunch periods) from Monday to Friday. For the purposes of payroll, the work week is from Saturday midnight to midnight the following Saturday. Regular hours of work for part-time Employees covered by this Agreement shall be more than twenty-four (24) (or 17½ hours or more for continuing Employees and replacement Employees replacing continuing Employees) but less than thirty-five (35) hours per week (exclusive of lunch periods). The normal hours of work for full-time Employees shall be seven (7) hours per day or shift with two (2) consecutive days off. The normal lunch break shall be one hour between the hours of 11:30 a.m. and 2:00 p.m. or at the mid-point of a shift. Lunch breaks may span a minimum of one-half hour and a maximum of one and one-half hours, subject to the approval of the manager.
- 14.02 The Employer and the members of the Union agree that flexible hours are desirable and can be implemented if the goals of the Employer, the distribution of duties amongst Employees, and the interrelationships of duties necessary to meet these goals are taken into consideration.
- 14.03 Guidelines which shall be followed by all units of the Employer wishing to implement flexible hours:
- a) Official Employer office hours (8:30 a.m. to 4:30 p.m., or whatever service hours are set) shall be observed. If circumstances allow, some form of flexible hours may be considered as long as the service objectives are met.
  - b) Constraints imposed because of maintenance or building repair and construction shall be observed.

- c) Constraints imposed by the Employer's policies of energy conservation, safety and security shall be observed.
- d) Employees who are on a training period or probation in a group which observes flexible hours may have a different work schedule until that period is completed.

#### 14.05 Remote Work

The parties agree that flexible work is imperative to support accessibility and wellness for its Employees. The parties recognize remote work as a work option that permits Employees to work at a home location in addition to the Employer's physical office (510 Nideyinàn).

Employees can request to work remotely. The Employer must agree to which days may be scheduled for in-office and remote work.

The Employer shall endeavor to give as much notice as possible but no less than 2 months' notice if permanent changes need to be made to a flexible work arrangement. Temporary changes to a flexible work arrangement may be requested by the Employer and or Employees to accommodate circumstances requiring them.

#### 14.06 Reduced Time Appointments

A continuing Employee who has completed one year of service may request a reduced-time appointment providing a written request is submitted to the Supervisor, with a copy to the Union.

Permission for such leave of absence shall be subject to operational requirements provided satisfactory arrangements can be made, if necessary. Permission shall not be unreasonably withheld.

A reduced time appointment may be for less than 12 months per year, or for less than 35 hours per week, or both. It may not, however, be for less than 910 hours per year, or for less than 17.5 hours per week. The salary paid shall be prorated.

The reduced time appointment may be terminated at any time by the Employee following twenty working days' notice or by the manager following forty working days' notice. Attempts shall be made to reach a mutually agreeable solution as a first step if a change to the reduced time appointment is required. If the Employer terminates or changes the reduced time appointment, they must do so in writing and provide a rationale.

Accumulation of seniority will be the same as for regular part-time Employees.

Overtime for reduced time Employees will be the same as for regular part-time Employees.

Eligibility for paid leave will be the same as for continuing part-time Employees.

Provided the Employer incurs no unusual expense as a result of the reduced time appointment, the Employer will pay the normal cost sharing premium for dental premiums and EHC premiums year-round. The Employer's contribution to the retirement plan and premiums for group life and long term disability will be based on actual salary.

If the Employee cannot carry the full workload, the matter of benefits will be discussed in the Labour Management Committee. Should the Employer have to hire another Employee to carry out the balance of the work, the Labour Management Committee will discuss, if necessary, special arrangements concerning the status of the Employee.

### **Article 15: Overtime**

- 15.01 Authorized work performed by all Employees in excess of 35 hours per week shall be considered to be overtime and such Employees shall be paid at the overtime rate.
- 15.02 Overtime shall be paid at the rate of one and one-half times the regular hourly rate.
- 15.03 Where an Employee requests time off in lieu of overtime, the Employer shall make every effort to provide such time off at the time selected by the Employee. Where the time off accumulated between February 1 and January 31 of the following year has not been taken, then the Employee and the Employee's supervisor must arrange for the Employee to take the time off by August 31 of that year. The calculation of time off shall be based on the overtime rate for hours worked in the same week. An Employee shall receive payment in all overtime situations, unless otherwise requested by the Employee prior to the overtime being performed.
- 15.04 All Employees must accept a reasonable amount of overtime when requested to do so. Overtime will be offered on an equal basis where two or more Employees in a department perform the required work during normal working hours. The Employer will provide an Employee with as much advance notice of a requirement to work overtime as possible.
- 15.05 Compensation for overtime worked on regularly scheduled days off shall be paid at the overtime rate.
- 15.06 No Employee shall be required to work more than fourteen (14) continuous hours without at least eight (8) hours break between that and another period of overtime, call-back or normal duty shift unless agreed in writing or electronically between the Employee and Employer.
- 15.07 When an Employee is required to work overtime for two and one-half (2½) hours or more, following the normal day's work, the Employer shall pay a meal allowance at the rate of \$10.00.

- 15.08 Employees may, by mutual Agreement with their supervisors, be allowed to make up time missed from work which would otherwise be deducted from their pay. Such time may be worked in excess of the regular workday or regular work week and shall not be computed as overtime.
- 15.09 Employees must be authorized in advance by the supervisor to work overtime, and compensation shall be arranged with the Employee's supervisor at the time the overtime is assigned, in time off or pay.
- 15.10 Further should the Employee be required at a meeting that runs longer than their normal working hours, overtime will be paid whether authorized or not.

### **Article 16: Shift Work**

16.01 For the purpose of this Agreement, shifts shall be defined as follows:

- a) Day shifts shall be those shifts in which the major portion of hours worked occurs between 7:00 a.m. and 6:00 p.m.
- b) Evening shifts shall be those shifts in which the major portion of hours worked occurs between 3:00 p.m. and 12 midnight.
- c) Night shifts shall be those shifts in which the major portion of hours worked occurs between 11:00 p.m., and 8:00 a.m.

#### 16.02 Shift Differential

The Employer shall pay a shift premium when the major number of hours worked in a day falls between 3:00 p.m. and 8:00 a.m.

This premium shall not be paid where overtime rates apply. Nor shall this premium apply to authorized changes in shift mutually agreed upon by members of the bargaining unit.

- 16.03 The Employer shall pay a shift premium of \$1.00 per hour when the major number of hours worked in a day fall between 3:00 p.m. and 12 midnight.
- 16.04 The Employer shall pay a shift premium of \$1.50 per hour when the major number of hours worked in a day fall between 11:00 p.m. and 8:00 a.m.
- 16.05 When an Employee is given less than five (5) working days' notice of a change in shift, overtime rates will be paid for the first shift in the new schedule, unless the change is made at the request of, or to accommodate, the Employee.
- 16.06 Employees required to work a regular shift on Saturday or Sunday will receive a shift premium of \$2.50 per hour for all hours worked.

16.07 The Employer shall post shift schedules at least twenty-one (21) calendar days in advance.

### **Article 17: Call-Back and Stand-By**

17.01 An Employee called back to work outside normal working hours shall be paid minimum of four (4) hours pay at straight time rates, or overtime rate for all hours worked, whichever is greater.

17.02 If an Employee on call-back is required to remain on the job, the Employee shall continue to be paid at the overtime rate, until the start of the normal work day, when the Employee shall revert to receiving the Employee's normal rate of pay.

17.03 An Employee is considered to be on stand-by if required by the Employer to be accessible by telephone and/or pager and is available and able to report to work at all times throughout the standby period.

17.04 An Employee shall be paid 15% of the Employee's hourly wages for those hours when authorized in advance by the manager to be on standby.

17.05 The Employer shall post the stand-by schedule a minimum of two weeks in advance of an Employee's shift. Placing an Employee on the posted schedule constitutes authorization for a call-back.

17.06 Employees shall not be required to be on stand-by during scheduled leave.

17.07 All Employees shall have a minimum of seven (7) consecutive days per month exempt from stand-by duty.

17.08 When an Employee on stand-by is called back to work, the Employee will be compensated in accordance with article 15.01 of this Agreement and will not receive stand-by pay for the duration of the call-back.

### **Article 18: Statutory and Paid Holidays**

18.01 The Employer recognizes the following days as paid holidays:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, ½ day before Christmas, ½ day before New Year's, and all Carleton University official university closures.

The Employer and the Union recognize that Employees come from a diverse range of cultural and religious backgrounds. In some situations, this may require time away from work for religious or cultural observances.

If needed, an Employee may request up to 2 (two) paid days away from work for cultural and/or religious observances, with 90 (ninety) days' notice in advance. Requests will not be unreasonably denied.

18.02 When a statutory holiday falls on the regular day off of an Employee, the Employee shall be granted equivalent time off without loss of pay or be paid at regular straight time. The time at which the time off is taken is to be determined by mutual agreement between the supervisor and the individual Employee.

18.03 Overtime on Statutory Holiday

An Employee who works on a Statutory Holiday shall receive pay at the overtime rate for hours worked in addition to any applicable holiday pay unless such Employee elects to take time off with pay in an amount equal to the overtime rate for hours worked and any applicable holiday pay.

18.04 Employees shall work the scheduled workday before and the scheduled workday following these holidays to qualify for pay for the above holidays, except when they are absent on vacation or approved paid leave.

Notwithstanding the above, the CUPE Local 2424 Office will close on December 24.

**Article 19: Vacations**

19.01 Vacation Year

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

19.02 Vacation Schedule for First Year of Service

Each Employee shall receive 1.83 days per month annual leave with the right to take days as they are accumulated.

19.03 Annual vacation shall be earned at the rate of 1/12 of the Employee's annual vacation entitlement; such vacation entitlement will be calculated, according to number of years of service from date of hire, as follows:

1-6 years of service	22 working days
7-15 years of service	25 working days
16 years of service	26 working days
17 years of service	27 working days
18 years of service	28 working days
19 years of service	29 working days

20 or more years of service 30 working days

On an Employee's 15th and 25th anniversary date, the Employee shall be granted an additional 10 working days leave with pay that year only.

- 19.04 The Employer reserves the right to schedule annual vacations to meet its operational requirements, but agrees to consider the wishes of Employees, and to resolve conflicts between Employees' wishes on a seniority basis. Such requests shall not be unreasonably denied. An Employee will not be allowed to exercise seniority rights to make a second selection of vacation period after the vacation schedule has been agreed upon.
- 19.05 When a statutory 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 regular statutory holiday.
- 19.06 Where an Employee on vacation can prove to have been incapacitated due to serious illness or accident, the Employee shall be allowed to claim sick leave for the period of incapacitation or to the extent that the Employee has sick leave accumulated and shall not lose vacation time.
- 19.07 An Employee may not accumulate annual leave in excess of thirty (30) days. In special circumstances and upon written application to the Employee's supervisor, an Employee may be permitted to accumulate earned annual leave up to a maximum of forty (40) days for a special extended vacation.
- 19.08 An Employee is required to report annual leave taken, by completing a monthly leave report and submitting it to the Employee's supervisor.

19.09 Accrual of Vacation Leave

While an Employee is on leave without pay, the Employee will not accrue annual leave.

In the case of an incomplete month of service, the Employee will be credited with the annual leave for the month only if the Employee has worked one-half( $\frac{1}{2}$ ) or more of the working days in the month.

- 19.10 When an Employee resigns, the Employee's final pay cheque will be credited or debited in accordance with the current rate of pay to adjust for annual leave accumulated or owed up to the date of termination.

19.11 Vacation Flexibility

After the first year of service, each Employee may have advanced such amount of vacation as would accrue until the next June 30<sup>th</sup>.

## Article 20: Sick Leave

- 20.01 Sick leave means the period of time an Employee is entitled to be absent from work with full pay by virtue of being sick or disabled, or under quarantine by a medical officer, or injured because of an accident which is not compensable under the *Workplace Safety and Insurance Act*.
- 20.02 All Employees will be granted sick leave on the basis of one and one-half (1½) days for every full calendar month of service. A full calendar month of service is defined as more than half the normal working days of the month. If an Employee requires more sick leave than is accumulated, annual leave credits or overtime credits may be applied, or leave without pay will be granted.
- Earned but unused sick leave will not expire. However, an Employee may only accrue a maximum of ten (10) sick leave days at any time.
- 20.03 After the completion of one year of service, Employees in continuing or term appointments are eligible to receive full salary while absent from work on sick leave to a maximum of one hundred and thirty (130) working days, which represents the waiting period for LTD benefits for any one illness. If an Employee is absent from work due to illness on the date of completion of one year of service, the sick leave bank of 130 days will not be available until the Employee resumes full time employment following the illness in question.
- 20.04 Upon return to work following sick leave or long-term disability leave the Employee is again eligible for the sick leave bank of 130 days. In the case of a recurrence of the same illness or injury which required the original sick leave or long term disability leave, the Employee shall be entitled to the lesser of 130 days or the period of time required to serve the waiting period for long term disability benefits.
- 20.05 The Employee must satisfy the Employer that the Employee is ill and unable to work. An Employee may be required to bring in a medical certificate from a physician for an illness in excess of five (5) consecutive working days. Any cost for medical certificates will be paid by the Employer.
- 20.06 Employees are required to notify their supervisors (or designates) as soon as possible on the first day of their absence. Thereafter, in a case of an anticipated absence of five days or less, Employees may be required to keep their supervisor informed on a daily basis. In a case of anticipated absence of more than five (5) days, Employees may be required to keep their supervisors informed on a weekly basis. Failure to comply with this provision may result in disciplinary action.
- 20.07 The 130-day entitlement will be prorated according to the hours of work for Employees who work less than 35 hours per week.

20.08 No payment of any sick leave credit will be made to an Employee on termination, discharge or retirement.

## **Article 21: Other Leave**

### 21.01 Absence from Work

(a) No payment of salary shall be made in respect of any period during which an Employee is absent from work except as expressly provided in this Agreement.

(b) When an Employee is unable, for any reason, to report for work, it is the Employee's responsibility to notify the Employer on the first day of unscheduled absence.

### 21.02 Bereavement Leave

The Employer will allow up to five (5) working days off without loss of pay to grieve and handle matters related to the death of a family member or chosen family.

In extenuating circumstances, the President or designate may extend this period by a maximum of five (5) days at the request of the Employee.

Immediate family may include: partner, parent, step-parent, foster parent, sibling, child, stepchild, ward of the Employee, foster child, grandchild of the Employee, grandparent of the Employee, parent-in-law, sibling-in-law, child-in-law, parent's sibling, sibling's children, or a relative residing in the Employee's household or with whom the Employee resides.

The above are defined by the Employee and include common-law and same sex relationships.

If, during a vacation period, an Employee is bereaved in circumstances under which the Employee would have been eligible for leave under this article, the Employee shall be granted leave and vacation pay credits shall be restored to the extent of any concurrent leave granted.

### 21.03 Pregnancy Leave

(a) The Employer shall grant the birthing parent seventeen (17) weeks pregnancy leave on request for the care of a newly born or adopted child, provided the Employee has thirteen (13) weeks of continuous employment with the Employer prior to the baby's expected due date.

A Continuing Employee who returns to work from parental leave shall be returned to the position held prior to the leave. A Term Employee who returns to work from parental leave shall be returned to the position held prior to the leave provided the expiry date of the leave does not exceed the specified termination date of the term appointment. A

Replacement Employee who returns to work from parental leave shall be returned to the position held prior to the leave provided that the Continuing or Term Employee who was being replaced has not returned to the position. A Casual Employee who returns to work from parental leave shall be returned to the position held prior to the leave provided that the work of the position still exists.

- (b) The Employee who applies for and is declared to be eligible to receive EI maternity leave benefits, is entitled to receive from the Employer while on pregnancy leave:
  - (1) for each of the two (2) weeks of waiting period provided for in the employment insurance plan, a payment equal to 95% of weekly gross salary.
  - (2) for each of the fifteen (15) weeks where the Employee receives EI maternity benefits, complementary payments equal to the difference between 95% of weekly gross salary and the employment insurance payment received.
- (c) Where an Employee opts for extended parental leave, the maternity allowance payments made in accordance with the Supplementary Employment Benefit Plan will be prorated accordingly. For clarity, the total amount of maternity leave allowance payments made in accordance with the Supplementary Employment Benefit Plan during the extended parental leave shall not exceed the total amount that would have been paid had the Employee chosen the standard parental leave.
- (d) Such payments will be made providing that the Employee is not receiving other earnings or payments such that the combined weekly payment (including EI benefits, supplementary payments and other employment earnings) exceeds 95% of normal weekly earnings.
- (e) Supplementary pregnancy leave payments shall not be made by the Employer,
  - 1. Beyond an employment termination date;
  - 2. Should Employment and Social Development Canada disqualify the Employee from receiving EI maternity benefits; or
  - 3. Unless the Employee is a continuing or term Employee who has at least six (6) months service.
- (f) Should Human Resources and Social Development Canada eliminate or reduce the payment of EI. maternity benefits, the Employee shall be entitled to receive from the Employer payments equivalent to those which would have been made under the EI SUB plan at the time immediately prior to its elimination or reduction.
- (g) While on pregnancy leave, the Employee receiving supplementary leave benefits shall continue to participate in the 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 staff benefit plans if the Employee agrees to continue paying the Employee share of the premiums.

- (h) The Employer will maintain the Employee's annual and sick leave credits while the Employee is on parental leave. The Employee will be credited with vacation leave credits accrued during the leave period up on the Employee's return from pregnancy leave.
- (i) An Employee on approved pregnancy leave shall accrue seniority.
- (j) 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. A Replacement Employee who returns to work from pregnancy leave shall be returned to the position held prior to the leave provided that the Continuing or Term Employee who was being replaced has not returned to the position. A Casual Employee who returns to work from pregnancy leave shall be returned to the assignment prior to the leave provided that the work still exists.

#### 21.04 Parental Leave

- a) Upon request, birthing parents who take pregnancy leave are entitled upon request, to up to sixty-one (61) weeks' parental leave without pay or as prescribed by legislation in force at the time the leave is taken, whichever is greater.
- b) Birth parents who do not take pregnancy leave and other new parents. Including adopting parents are entitled to up to sixty-three (63) weeks' parental leave providing they have been employed for at least thirteen (13) weeks' before the commencement of the leave.
- c) The terms and conditions that apply to supplementary pregnancy leave benefits as outlined in 21.03(b), (c), (d) and (e) will also apply to those parents who have not taken pregnancy leave and for the legal adoption of a child providing that the claimant is eligible and approved for EI leave payments. Replacement or casual Employees are not eligible for supplementary leave benefits.
- d) While on parental leave, the Employee receiving supplementary leave benefits shall continue to participate in the 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.
- e) The Employer will maintain the Employee's annual and sick leave credits while the Employee is on parental leave. The Employee will be credited with vacation leave credits accrued during the leave period upon the Employee is return from parental leave.
- f) An Employee on approved parental leave shall accrue seniority.

- g) A Continuing Employee who returns to work from parental leave shall be returned to the position held prior to the leave or a comparable job if that job no longer exists. A Term Employee who returns to work from parental leave shall be returned to the position held prior to the leave provided the expiry date of the leave does not exceed the specified termination date of the term appointment. A Replacement Employee who returns to work from parental leave shall be returned to the position held prior to the leave provided that the Continuing or Term Employee who was being replaced has not returned to the position. A Casual Employee who returns to work from pregnancy leave shall be returned to the assignment held prior to the leave provided that the work still exists.
- h) For each of the thirty-five (35) or thirty-seven (37) weeks where the Employee receives EI parental benefits, supplementary payments equal to the difference between 95% of weekly gross salary and the employment insurance payment received.
- i) Parental Allowance - Extended Parental Benefits

Where an Employee applies and is in receipt of extended Employment Insurance parental benefits, the parental allowance payments made by the Employer shall be prorated accordingly. For clarity, the total amount of parental allowance payments made over the extended parental leave period shall not exceed the total amount had the Employee choose to receive the standard Employment Insurance parental allowance set in clause above.

#### 21.05 Special Leave

- (a) Special leave with pay to a maximum of seven (7) working days per year will be granted to Employees as follows:
  - 1) Illness in the Employee's household and/or immediate family (excluding child, stepchild, ward of the Employee, foster child): Up to 6 days per occasion.
  - 2) Fire or other problem resulting in property damage, including furnace failure in the Employee's residence: 2 days per occasion.
  - 3) Medical, dental and legal appointments for the Employee or the Employee's immediate family requiring absence from work: 1 day per occasion.
  - 4) Moving of a household: 1 day per occasion.
  - 5) Preparation for or writing an examination for a credit course: 1 day per occasion.
  - 6) Marriage: up to 4 days at the Employee's discretion.
  - 7) Birth of a child (for spouse): up to 5 days per occasion.
  - 8) Divorce or legal separation: up to 3 days per year.
  - 9) Non-Christian religious observance: up to 2 days per year.
  - 10) Volunteer day for community service: Up to 1 day per year.
  - 11) Car breakdown: 1 day per occasion.
  - 12) Veterinary emergency: 1 day per occasion.
  - 13) Birth of a grandchild: 1 day per occasion.
  - 14) Non-medical family responsibilities such as graduations, sporting activities or parent-teacher interviews: 1 day per occasion.

- 15) Deployment/redeployment of spouse: 1 day per occasion.
- 16) Personal days: Two per year, which shall be scheduled in advance with the Employee's supervisor. Each personal day may be split into two half-days per year.

Immediate family in this article is defined as: partner, parent, parent, foster parent, sibling, child, stepchild, ward of the Employee, foster child, grandchild of the Employee, grandparent of the Employee, parent-in-law, or a relative residing in the Employee's household or with whom the Employee resides.

The above are defined by the Employee and include common-law and same sex-relationships,

(b) Special leave with pay to a maximum of seven (7) working days per year will be granted to Employees as follows:

Illness of a child, stepchild, ward of the Employee, foster child in the Employee's household. An Employee may be required to provide a medical certificate from a physician for child's illness in excess of three (3) consecutive working days.

(c) Employees, with the permission of their supervisor, may be allowed an early departure or a late arrival at work to attend medical, dental, and legal appointments for the Employee or for immediate family not requiring a half day's absence. Such permission shall not be unreasonably withheld.

Late arrival is intended to be not more than one hour after the normal starting time, and early departure is intended to be not more than one hour before the normal quitting time.

#### 21.06 Leave of Absence Without Pay

An Employee may apply for a leave of absence without pay for personal reasons other than illness or another job, provided a written request stating reasons is submitted to the Supervisor and subject to the approval of the President of the Employer. Permission for such leave of absence shall not be unreasonably withheld. Exceptions for other job opportunities may be considered on a case by case basis.

Such leave shall not affect seniority entitlements or sick leave credits which have been accumulated. Nor shall sick leave or seniority entitlements be accrued during such periods of leave of absence without pay. The Employee shall also be allowed to continue with all benefit plans provided the Employee pays all premiums. The Employee shall be reinstated to the Employee's former position or a job of at least equal position and salary.

#### 21.07 Reservist Leave

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

#### 21.08 Leave of Absence: Union Business

A leave of absence without pay of up to one (1) year will be granted upon request to an Employee who has been elected to a full-time office or position in the Union. The Employee so elected must give two (2) months' notice to the Employer. Further leave may be granted by mutual consent. Seniority shall accrue during the Employee's leave of absence.

- (a) Leave of absence with pay and without loss of seniority may be granted upon request to the Employer, to Employees elected or appointed to represent the Union at Union-related conferences, workshops and educational seminars. Such permission shall not be unreasonably withheld. Such time shall not exceed a total of thirty (30) days in any one calendar year for the entire bargaining unit.
- (b) Additional leave of absence with pay and without loss of seniority may be granted after the thirty (30) days of paid Union leave under 21.08 (a) has been exhausted provided that the Union agrees to reimburse the Employer for all pay and benefit costs during the period of leave. Requests for such leave shall be made by the Union to the Employer. Such permission shall not be unreasonably withheld. Such additional Union leave shall not exceed a total of twenty-five (25) days in any one calendar year for the entire bargaining unit.

#### 21.09 Leave of Absence: Union Conferences, Workshops, and Seminars

- (a) Leave of absence with pay and without loss of seniority may be granted upon request to the Employer, to Employees elected or appointed to represent the Union at Union-related conferences, workshops and educational seminars. Such permission shall not be unreasonably withheld. Such time shall not exceed a total of thirty (30) days in any one calendar year for the entire bargaining unit. Such time shall not exceed ten (10) days in any one calendar year per Employee.
- (b) Additional leave of absence with pay and without loss of seniority may be granted after the thirty (30) days of paid Union leave under 21.09 (a) has been exhausted provided that the Union agrees to reimburse the Employer for all pay and benefit costs during the period of leave. Requests for such leave shall be made by the Union to the Employer. Such permission shall not be unreasonably withheld. Such additional Union leave shall not exceed a total of twenty-five (25) days in any one calendar year for the entire bargaining unit.

#### 21.10 Union Meetings

The Employer agrees to allow Employees a two-hour lunch break to attend Union meetings up to four (4) times a year.

The Employer agrees to allow Employees up to one (1) day to prepare bargaining proposals for the next round of bargaining.

### 21.11 Meetings

When there are joint Employer-Union Committees, as specified in this Agreement, then members of Unifor Local 567 shall suffer no loss of salary while attending meetings with the Employer where their presence is required or permitted under the terms of this Agreement.

21.12 A new continuing Employee shall, within four weeks of appointment, be allowed, with appropriate notice to the Employee's supervisor, up to one hour with pay to meet with Union representatives, as part of orientation.

### 21.13 Gender Affirming Care Leave

- (a) An employee who requires a leave of absence in order to access gender-affirming care (including care not otherwise covered by sick leave) shall be granted a leave with pay for up to fifteen (15) days per employee.
- (b) Such leave shall be taken, where applicable, prior to accessing sick leave. Such leave shall not require a note from a health care practitioner.

## **Article 22: Court Leave**

22.01 Paid leave shall be granted to any Employee required to be a witness or juror by any body in Canada with powers of subpoena. The Employee shall notify the Employer immediately upon receiving notification of being required to attend court and present proof of service requiring attendance.

## **Article 23: Workplace Safety and Insurance**

23.01 All Employees shall be covered by the *Workplace Safety and Insurance Act*. An Employee prevented from performing regular work with the Employer, due to an occupational accident that is covered by the *Workplace Safety and Insurance Act* and which occurred while employed by the Employer, shall receive from the Employer the difference between the amount payable by the Workplace Safety and Insurance Board and the Employee's regular salary. The eligibility of an Employee for receipt of full salary will be determined only by the Employee's eligibility for Workplace Safety and Insurance benefits and will not be prejudiced by any previous accidents which occurred while not employed by the Employer. The Employee will continue to receive full pay for a period not to exceed six (6) months at which time the Employer will review the claim and determine if the Employee is to continue on full salary or receive the Workplace Safety and Insurance benefits only.

23.02 An Employee shall not be required to draw on sick leave credits while eligible for Workplace Safety and Insurance benefits.

- 23.03 The Employer will notify the Union of the names of any members of the bargaining unit who are off work as a result of a work-related injury.
- 23.04 The Employer will provide the Employee with a copy of the completed Workplace Safety & Insurance Board Form 7 (or equivalent) at the same time as it is sent to the WSIB.

**Article 24: Rest Periods**

- 24.01 The Employer shall grant two (2) paid rest periods of fifteen minutes per day, one in the first and one in the second half of each normal workday or shift.
- 24.02 Rest period schedules shall be mutually agreed to by the parties concerned and shall normally be taken approximately at the midpoint of each half day or half shift.

**Article 25: Health and Safety**

25.01 Co-operation on Safety

The Union and the Employer shall co-operate in making every reasonable provision for the safety and health of Employees.

- 25.02 The Employer agrees to comply with all regulations made pursuant to the *Occupational Health and Safety Act*.
- 25.03 No Employee shall be disciplined for refusal to perform work where the Employee has acted in compliance with the *Occupational Health and Safety Act*.
- 25.04 The Employer will submit WSIB premiums to the Workers Health and Safety Board to ensure that any Employees working in the Employer’s office are covered for accident while in commission of their duties.

**Article 26: Employee Benefit Plans**

- 26.01 Employees shall participate in the CUPE National Supplementary Medical Insurance, Group Life Insurance, Long Term Disability Insurance, Vision Care and Dental Plan, in accordance with the terms of the Plans during the period of this Agreement. The Employer will continue to pay the full premium for these plans, as is presently in force for all Employees.

Plan  
Supplementary Medical Insurance

Eligible Employees  
All Employees as defined by Article 1.01 and Article 3, provided they meet the eligibility requirements of the benefits plan.

Vision Care	All Employees as defined by Article 1.01 and Article 3, provided they meet the eligibility requirements of the benefits plan.
Dental Plan	All Employees as defined by Article 1.01 and Article 3, provided they meet the eligibility requirements of the benefits plan.
Group Life Insurance	Full time and part time continuing Employees Term/Replacement Employees -- full and part time
Long Term Disability Insurance	Full time and part time continuing Employees Term/Replacement Employees -- full and part time

26.02 Employees are eligible for enrollment 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 7% of all applicable wages in accordance with the Participation Agreement with MSPP as attached to the Collective Agreement Appendix G. Employees shall contribute 3.5% of all applicable wage earnings.

This article does not apply to casual and replacement Employees, and term Employees with appointments less than 12 months.

26.03 Death of an Employee

When a continuing Employee dies in service, the individual who is designated as the Employee's beneficiary under the Group Life Insurance Plan shall receive a cheque in the amount of two months gross salary from the Employer. Should the Employee have designated the Employee's estate as the beneficiary, the next of kin shall receive the cheque.

26.04 Retirement

Employees with ten (10) or more years of continuous employment, who retire from CUPE 2424, shall be paid a retirement allowance equal to one week of pay for each year of continuous service to a maximum of twenty (20) weeks.

26.05: Use Of Carleton University Library and Athletics Facilities

Access to athletics and physical recreation facilities is beneficial to the well-being of the individual and contributes to a positive work/life balance, therefore:

- a) Upon request, CUPE 2424 will purchase a membership at the Carleton University Athletic Physical Recreation Centre for the Employee, or the amount of \$700 per year will be paid to each Employee towards the purchase of a membership at a fitness centre of the Employee's choice.
- b) Reimbursement will be made upon proof of membership and verification of payment by the Treasurer.
- c) Upon request, CUPE 2424 will purchase a membership at the Carleton University library.

## **Article 27: Staff Development and Career Planning**

27.01 The Union and the Employer recognize the principle of human resource development and to this end the Employer commits to implement a Staff Development Program.

27.02 The Employer and the Union agree that there is a mutuality of interest in this area. The Employer agrees to consult with the Union to discuss development needs and proposed or contemplated programs.

Staff development should include those activities which may increase the ability of an Employee to meet potential requirements of the Employer.

### 27.03 Time Off to Attend Credit Courses

Employees may make application to the Employer to take time off, subject to the needs of the office, to take credit courses which are only offered during the day. Such time taken shall be made up at the straight time rate, except that an Employee will not be required to make up such time absent in cases where the course is directly job related. Permission shall not be unreasonably withheld.

27.04 This article does not apply to replacement or casual Employees.

### 27.05 Career Development

(a) Career Development is defined as:

- i. Those activities designed to prepare an Employee for another position within the Union movement; or
- ii. Those activities which may increase the ability of an Employee to meet potential requirements of the Employer.

(b) Career development is the responsibility of the Employee. The Employer will endeavour to support the training and development needs of the Employee to meet the Employee's career goals.

An Employee may apply for financial assistance for career development. Employees must make application and receive approval for funding of the course from the Employer prior to registration. As per Appendix A, the amount to be disbursed from the Career

Development Fund is not to exceed four thousand five hundred dollars (\$4,500.00) per Employee per year. An Employee has the option to pay the difference if a more expensive course is approved by the Employer.

(c) If the Employee requests time away from normal work hours to attend the course, the Employee must obtain approval for absence from work of the supervisor in advance. The supervisor will take into account operational requirements. Approval will not be unreasonably withheld.

27.06 This article does not apply to job-related training, which is the responsibility of the Employer.

### **Article 28: Tuition Benefit**

(a) Continuing, full-time Employees, their dependents age 26 and under, and their spouses or common law partners shall be eligible for reimbursement of tuition, student fees, and textbooks relating to courses taken at an accredited college or university in Canada. This benefit shall be limited to a maximum of \$10,000.00 per eligible Employee per year. The benefit shall be available in full each year on May 15.

(b) For the purposes of this Article, a dependent is defined as a spouse, or a natural/adopted child of the Employee who qualifies for dependent status under the *Income Tax Act*, or would have qualified if the Employee had not earned in excess of the amount which would allow dependent status under the *Income Tax Act* in the years in which the tuition is requested.

(c). Employees receiving benefits under the Long-Term Disability Plan, their eligible spouses and dependents, the eligible spouses and dependents of Employees' who died in service, and Employees who retire and their eligible spouses and dependents shall also continue to enjoy the tuition benefit.

(d) If an eligible Employee, spouse, or dependent is unsuccessful in the course(s), the individual must successfully complete the next course at the individual's own expense in order to re-establish this privilege.

### **Article 29: Technological Change**

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

29.02 The Employer shall notify the Union in writing three (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.

29.03 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.

29.04 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.

29.05 Employees in positions that are declared redundant as a result of technological change shall be treated in accordance with the provisions outlined in Article 12 of this Agreement.

### **Article 30: Personnel Policies**

30.01 All policies and regulations of the Employer relating to conditions of work of Employees shall be freely available on the share drive with hard copies filed in the Employer's Office.

### **Article 31: Amalgamation and/or Merger Protection**

31.01 In the event the Employer merges or amalgamates with any other body, the Employer undertakes to take all reasonable action to ensure that:

- (a) Employees shall be credited with all seniority rights with the new Employer;
- (b) All service credits relating to vacations with pay, sick leave credits, and all other benefits shall be recognized by the new Employer.

31.02 Bargaining Unit Employees shall not suffer loss of employment, remuneration, or seniority if the Employer merges or amalgamates with any other Union.

### **Article 32: Copies of the Agreement**

32.01 At the conclusion of negotiations, the Employer will prepare six (6) official copies of the Agreement to be signed by the signing officers of the Employer and the Union. Each party shall receive three official copies.

- 32.02 The Employer shall, as soon as possible, and in any event within sixty (60) days after the signing of this Agreement, reproduce and distribute to each Employee a copy of the Collective Agreement.
- 32.03 Further requirements by either party will be their own responsibility and they will assume the full cost of such additional requirements.
- 32.04 Distribution of the copies of the Agreement to each new Employee included in the Bargaining Unit shall be by the Employer.

### **Article 33: Labour Management Committee**

- 33.01 The Labour Management Committee shall be composed of a maximum of three (3) representatives of the Employer and three (3) representatives of the Union.
- 33.02 The purpose of the Labour Management Committee is to provide a forum for discussion of matters pertinent to the operation of the Collective Agreement or other matters of mutual interest to both parties.
- 33.03 The Labour Management Committee shall meet as necessary and at an agreeable time and place. Either party may call a meeting on ten (10) days written notice.
- 33.04 Nothing in this Article precludes the use of the grievance procedure.
- 33.05 The parties will take their own notes and any Agreement reached by the Labour Management Committee shall be written and signed by an authorized representative of each party.
- 33.06 The Labour Management Committee does not have the authority to alter the terms of this collective Agreement or to resolve grievances.

### **Article 34: Confidentiality and Access to Personnel Files**

- 34.01 Employees shall have the right to have the Employer prepare, at reasonable intervals and at the Employee's expense, copies of the non-confidential portion of their Personnel files.
- 34.02 Requests under this article shall be made on a reasonable basis and will be honoured within the capability of the Employer.

### **Article 35: Contracting of Bargaining Unit Jobs**

- 35.01 The Employer agrees that work normally performed by the bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any outside source prior to a discussion of the intended action between the Union and the Employer.

35.02 For the purposes of this Article, the word “discussion” shall mean discussion in the Labour Management Committee. Discussion may be terminated by either party after three months from the date the Union receives notice and rationale of the contemplated action, or within two months by agreement of the parties. If the parties cannot reach agreement after two months, the matter will be taken to binding arbitration.

35.03 Employees will not suffer loss of employment or of remuneration as a result of the contracting out of work performed by members of the bargaining unit.

### **Article 36: Technical Information**

36.01 Notwithstanding Article 34.01, the Employer shall make available to the Union, upon written request and within a time period mutually agreed to by the parties, information pertaining to bargaining unit Employees which may reasonably be required, which is necessary for the collective bargaining process and/or the administration of the Collective Agreement.

### **Article 37: Official University Closure**

37.01 Should the University or an area of the University be officially closed temporarily due to environmental conditions, utility disruptions, road conditions, publicly declared emergencies, force majeure, or other similar emergencies beyond the control of the Employees covered by this Agreement, Employees shall receive their regular salary and benefits during the closure if the closure also requires the Union office to be closed, except if the Employee can work remotely. Such closures shall not be considered a holiday as in Article 18.

#### 37.02 Change in Working Hours

(a) On rare occasions, the Employer may be required to reduce its level of operations because of severe weather conditions, or because of some emergency such as fire or physical malfunction of the University's facilities. Under these emergency conditions it may be necessary to permit flexibility in arrival and/or departure times for Employees.

(b) At such times when it is considered necessary to allow Employees some relief from normal work attendance requirements, the President of CUPE 2424 or in the Employee's absence the Acting President may authorize a reduction in the level of operations of the CUPE 2424 office. Under these circumstances the President of CUPE 2424 or the Acting President may change the arrival and/or departure times for Employees to permit them to get home or to get to work.

(c) No Employee shall suffer any reduction in salary, benefits or seniority as a result of such a decision.

**Article 38: Method of Payment**

38.01 (a) All Employees shall be paid at or above Step 1 for their classification level. Classification levels shall be determined by the University's job evaluation system subject to the point score ranges below.

<u>Classification level</u>	<u>Total Point Scores</u>
5	277-335
6	336-394
7	395-453
8	454-512
9	513-571
10	572-630
11	631-689
12	690+

<b>Salary Ranges as of May 1, 2024</b>					
<b>Level</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Job Rate</b>
<b>5R</b>	\$47,903	\$49,116	\$50,330	\$51,544	\$52,757
<b>5PE</b>	\$53,696	\$54,904	\$56,122	\$57,330	\$58,550
<b>6R</b>	\$53,657	\$55,015	\$56,377	\$57,733	\$59,089
<b>6PE</b>	\$59,447	\$60,804	\$62,165	\$63,523	\$64,879
<b>7R</b>	\$57,949	\$59,415	\$60,882	\$62,354	\$63,820
<b>7PE</b>	\$63,739	\$65,206	\$66,673	\$68,144	\$71,003
<b>8R</b>	\$66,352	\$68,036	\$69,713	\$71,397	\$73,079
<b>8PE</b>	\$72,257	\$73,944	\$75,618	\$77,303	\$77,435
<b>9R</b>	\$72,805	\$74,647	\$76,481	\$78,335	\$80,179
<b>9PE</b>	\$78,590	\$80,433	\$82,279	\$84,120	\$85,963
<b>10R</b>	\$81,729	\$83,798	\$85,869	\$87,363	\$90,009
<b>10PE</b>	\$87,516	\$89,588	\$91,657	\$93,729	\$95,800
<b>11R</b>	\$90,555	\$92,849	\$95,139	\$98,614	\$99,727
<b>11PE</b>	\$96,342	\$98,635	\$100,927	\$103,220	\$105,511
<b>12R</b>	\$97,011	\$99,447	\$101,924	\$104,384	\$106,840
<b>12PE</b>	\$102,800	\$105,258	\$107,712	\$110,174	\$112,631

<b>Salary Ranges as of May 1, 2025</b>					
<b>Level</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Job Rate</b>
<b>5R</b>	\$48,861	\$50,098	\$51,337	\$52,575	\$53,812
<b>5PE</b>	\$54,770	\$56,002	\$57,244	\$58,476	\$59,721
<b>6R</b>	\$54,730	\$56,116	\$57,505	\$58,887	\$60,271

6PE	\$60,636	\$62,020	\$63,408	\$64,794	\$66,176
7R	\$59,108	\$60,603	\$62,100	\$63,601	\$65,096
7PE	\$65,014	\$66,510	\$68,006	\$69,507	\$72,423
8R	\$67,679	\$69,396	\$71,108	\$72,824	\$74,540
8PE	\$73,702	\$75,423	\$77,131	\$78,849	\$78,984
9R	\$74,261	\$76,140	\$78,010	\$79,901	\$81,783
9PE	\$80,162	\$82,041	\$83,925	\$85,803	\$87,682
10R	\$83,364	\$85,474	\$87,586	\$89,110	\$91,809
10PE	\$89,266	\$91,380	\$93,490	\$95,604	\$97,716
11R	\$92,366	\$94,706	\$97,042	\$100,587	\$101,721
11PE	\$98,269	\$100,608	\$102,945	\$105,285	\$107,621
12R	\$98,951	\$101,435	\$103,962	\$106,472	\$108,977
12PE	\$104,856	\$107,363	\$109,866	\$112,377	\$114,883

<b>Salary Ranges as of May 1, 2026</b>					
<b>Level</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Job Rate</b>
5R	\$49,839	\$51,100	\$52,363	\$53,627	\$54,888
5PE	\$55,865	\$57,122	\$58,389	\$59,646	\$60,916
6R	\$55,825	\$57,238	\$58,655	\$60,065	\$61,476
6PE	\$61,849	\$63,260	\$64,676	\$66,090	\$67,500
7R	\$60,290	\$61,815	\$63,342	\$64,873	\$66,398
7PE	\$66,315	\$67,841	\$69,367	\$70,897	\$73,872
8R	\$69,032	\$70,784	\$72,530	\$74,281	\$76,031
8PE	\$75,176	\$76,931	\$78,673	\$80,426	\$80,564
9R	\$75,746	\$77,663	\$79,570	\$81,499	\$83,419
9PE	\$81,765	\$83,682	\$85,604	\$87,519	\$89,436
10R	\$85,031	\$87,183	\$89,338	\$90,892	\$93,645
10PE	\$91,052	\$93,208	\$95,360	\$97,516	\$99,671
11R	\$94,213	\$96,600	\$98,983	\$102,598	\$103,756
11PE	\$100,234	\$102,620	\$105,004	\$107,391	\$109,774
12R	\$100,930	\$103,464	\$106,041	\$108,601	\$111,156
12PE	\$106,953	\$109,510	\$112,064	\$114,625	\$117,181

38.02 (a) Salaries for all continuing and term Employees will be expressed in terms of an annual rate. Payment of salaries will be semi-monthly and calculated as follows:

- (i) annual salary divided by 24 equals semi-monthly salary,

(ii) semi-monthly salary less applicable payroll deductions; Le., income tax, CCP, E.I., pension plan, welfare plans, etc., equals net semi-monthly salary.

(d) Salaries for casual and replacement Employees will be expressed as an hourly rate. Bi-monthly pay will be based on actual hours worked.

(e) Once a casual Employee becomes part of the bargaining unit, they will be paid at a minimum, the hourly wage reflected in the lowest job classification. At the time of commencement of this Collective Agreement, this is 5PE.

38.03 Payment of salaries will be made on the next to last banking day prior to the fifteenth (15th) and the end of each month.

38.04 Direct deposit of pay will be mandatory for all Employees.

38.05 For the purposes of calculating overtime, the straight time hourly rate is computed by dividing 1820 into the annual salary; e.g. \$20,686 divided by 1820 = \$11.37 per hour. The rate for part-time Employees shall be based on the Employee's expressed hourly rate.

38.06 Payment for overtime and shift premiums will be added to the salary for the month following the month in which the overtime or shift schedule was worked. There shall be no pyramiding in this calculation.

38.07 Employees, on their annual anniversary of their appointment to a position, will receive a step increase.

38.08 This article does not apply to replacement or casual Employees, except as noted.

### **Article 39: Job Classification**

39.01 (a) When an Employee in an existing job classification believes that the position is incorrectly classified, the Employee may submit a written request for review to the Employer. If the supervisor is in Agreement with the Employee's request, the supervisor will notify the Labour Management Committee within ten (10) working days. If the supervisor is not in Agreement with the Employee's request, the supervisor will notify the Labour Management Committee and the Employee in writing within five (5) working days.

(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;
- (iii) the reasons why the present classification is considered to be inappropriate, and the justification for the job classification which is considered to be correct;

(c) A request for review shall not be entertained on the grounds of the inadequacy of the pay scale assigned to the classification.

39.02 The Employer shall consider each request and within forty (40) working days of its receipt shall notify in writing the supervisor, the Union and the Employee(s) concerned of the results of the review.

39.03 When a new position is established which involves work of the kind performed by the Union members, the Employer shall notify the Union in writing of such position prior to making an appointment to that position.

When a new position is established which is covered by the Collective Agreement, the Employer shall determine the classification level for such position and notify in writing the supervisor, the Union and the Employee(s) concerned of such determination.

39.04 If the Union challenges the Employer's determination on a new job or on an Employee request for review, it shall meet with the Employer to discuss and attempt to gain a mutually satisfactory decision. Such request to meet and discuss the Employer determination shall be made within ten (10) working days after receipt of notice from the Employer to the Union.

If the parties meet and are unable to agree, the dispute concerning the job classification may be submitted directly to arbitration as provided in the Agreement within fifteen (15) working days of such meeting. The decision of the arbitrator shall be based on the relationship established by comparison with other classifications within the bargaining unit, having regard for the requirements of such classification.

39.05 (a) Rates for newly established positions shall be retroactive to the date the rate of pay was established for the new position.

(b) Rates increased as a result of an Employee's request for review shall be retroactive to the date that such request was received by the Employer. The Employee's salary will be increased to the greater of:

- (i) step one of the higher classification;
- (ii) an amount equal to the Employee's existing salary plus 5%; or
- (iii) where a 5% salary increase results in a salary between range steps the next higher step in the salary range.

39.06 When an existing position is restructured and a position assigned to a lower salary range, the incumbent's salary may be held constant, except for the annual negotiated scale increase, until the lower salary range reaches the figure at which the incumbent is being paid.

39.07 The Employer shall undertake to provide any member of the bargaining unit with a copy of the Employee's job description when requested.

39.08 This article does not apply to replacement or temporary Employees.

## **Article 40: General**

- 40.01 An Employee is expected to give reasonable notice in writing of intention to resign, having regard for the nature of the Employee's duties and responsibilities and the probable time required to secure a suitable replacement. Such notice should not, in any case, be less than two weeks.
- 40.02 The Employer agrees to allow a reasonable period of time off with no loss of pay to Employees who wish to donate blood at the Canadian Blood Services Blood Donor Clinics held from time to time on campus.
- 40.03 It is the obligation of the Employee to notify the Employer promptly of any change in name, address, marital or dependency status. If an Employee fails to do this, the Employer shall not be responsible for failure of any notice sent by mail to reach such Employees.

## **Article 41: Notices**

- 41.01 The Employer and the Union shall provide each other with the name and contact information of their authorized representatives.

When providing notice to the Employer, the Union will at minimum send the notice to the Employer's President at the email address provided.

When providing notice to the Union, the Employer will at minimum send the notice to the Union's President at the email address provided.

## **Article 42: Salary Increase**

- 42.01 Effective May 1, 2024, an increase of 3% and effective May 1, 2025, an increase of 2%, and effective May 1, 2026, an increase of 2% will be added to the job rates, salary grid and to the salaries of all Employees.

## **Article 43: Harassment**

- 43.01 Harassment of any Employee is recognized as a form of discrimination and may be the subject of grievance using the procedures set out in Article 8.  
For purposes of this Article, harassment is defined under two headings, sexual harassment and personal harassment.

### 43.02 Sexual Harassment

(a) Sexual Harassment by an Individual: Sexual harassment may occur irrespective of gender and is:

- 1) Unwanted attention of a sexually oriented nature, made by a person who knows or ought reasonably to know that such attention is unwanted; and/or
- 2) An implied or expressed promise of reward for complying with or submitting to a sexually oriented request or advance; and/or
- 3) An implied or expressed threat of reprisal for not complying with or submitting to a sexually oriented request or advance.

(b) Hostile Environment: Sexual harassment may also be engaging in a course of sexual comment or conduct that is known or ought reasonably to be known to be unwelcome. This form of sexual harassment may affect individuals or groups. It may be based on gender or sexual orientation. It may take the form of excluding an individual or a group from rights and/or privileges to which they are otherwise entitled.

#### 43.03 Personal Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. A single incident, if serious enough, can be sufficient to support an instance of harassment.

Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, threatening, embarrassing or humiliating to the individual and adversely affects the working environment.

- 43.04 Where the alleged harasser is the person who would normally deal with any of the steps of the grievance, the grievance shall automatically be sent forward to the next step.
- 43.05 At no time during or after a harassment grievance shall the grievor be removed from the area of the alleged harasser unless fully and entirely voluntarily requested or agreed to by the griever and without prejudice to the validity of the grievance.
- 43.06 Any Employee who chooses to make use of any or all of the Employer's sexual harassment policy shall not, by such use, be prevented from filing a grievance at any time prior to agreeing to any mediated settlement under that policy. The time limit for filing such a grievance under Article 8 will be extended by whatever amount of time is required to process the complaint and reach a decision under the Employer's policy.

#### **Article 44: Accommodation/Return to Work**

- 44.01 The parties endorse the joint responsibility and importance of early intervention and safe return to work and to the accommodation of an Employee due to illness or injury when alternate/modified work is required, whether the disability is permanent or temporary.
- 44.02 When it is determined that an Employee is unable to return to the full duties of the Employee's position due to medical restrictions, the Employer will advise the Employee

that a Union Representative may attend any meetings to discuss the circumstances surrounding the Employee's return to work.

#### **Article 45: Confidentiality**

45.01 (a) The Employees agree to respect the confidentiality of any information related to the representation of any member of the Canadian Union of Public Employees, Local 2424; any information related to the conduct of any committee of CUPE Local 2424, or of any members thereof; information related to the commercial affairs, expenses, costs, and of the business information of CUPE Local 2424, or any information obtained in respect of any member of CUPE Local 2424 concerning their employment at Carleton University or any other personal information obtained in respect of that member.

(b) It is agreed that nothing in this clause is intended or shall be interpreted as restricting the Employee in carrying out normal job functions and providing information necessary to properly perform those normal job functions.

#### **Article 46: Duration and Continuance**

46.01 This Agreement shall be binding and in effect from May 1, 2024, until April 30, 2027.

46.02 If either party desires to bargain with a view to renewal with or without modification of this Agreement, or to the making of a new Agreement, such party shall, within 90 days before expiry, give written notice to the other party of such desire.

46.03 This collective agreement shall remain in force during periods of negotiation until the parties ratify a new collective Agreement, or until a legal strike or lockout occurs.

#### **Article 47: Workload**

47.01 In cases where excessive workload may be a concern, the parties agree that the issue needs to be resolved in a timely and effective manner.

47.02 In such cases, the Employee should raise workload concerns with a supervisor. A meeting will be held between the Employee and the Employee's supervisor to discuss and attempt to redress the concerns. The Employee may have Union representation at such meeting.

47.03 In the event that the workload concern is not resolved, this issue may be grieved.

#### **Article 48: Union Consultation**

48.01 Before creating a new position, eliminating a position, or otherwise changing the staff model, the Employer agrees to consult with the union prior to implementing the change.

- 48.02 The intention of consultation under this article is to discuss how the intended change will impact workload and job satisfaction/morale, and to discuss the appropriate salary for a position when a new position is being created or when an existing position is being altered.
- 48.03 Consultation under this article shall occur at a meeting with a Union representative, excluding staff, or through email between Union and Employer representatives.
- 48.04 Consultation with the union under this article does not require the Union’s agreement on changes nor does it alter or reduce the Employer’s management rights under Article 4.

**Signatures**

For CUPE Local 2424:

*Jerrett Clark*  
Jerrett Clark (Dec 2, 2025 09:28:38 EST)  
 \_\_\_\_\_  
 Jerrett Clark (President)

*James Simpson*  
James Simpson (Dec 2, 2025 09:30:52 EST)  
 \_\_\_\_\_  
 James Simpson

*Lenore Gale*  
Lenore Gale (Dec 2, 2025 09:59:17 EST)  
 \_\_\_\_\_  
 Lenore Gale

For Unifor Local 567:

*A. Aucoin*  
A. Aucoin (Dec 1, 2025 13:48:48 EST)  
 \_\_\_\_\_  
 Alex Aucoin (President)

*Marlo Collier*  
Marlo Collier (Dec 1, 2025 16:22:45 EST)  
 \_\_\_\_\_  
 Marlo Collier (Steward)

*Maria Dabboussy*  
Maria Dabboussy (Dec 1, 2025 16:46:25 EST)  
 \_\_\_\_\_  
 Maria Dabboussy

Dec 2, 2025

## **Appendix A: Memorandum, Re: Course, Conference, and Seminar Reimbursement**

**Memorandum Of Agreement  
Between  
Canadian Union of Public Employees and Its Local 2424  
and  
Unifor And Its Local 567**

**Re: Course, Conference, and Seminar Reimbursement**

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The parties agree that the following guidelines will apply from date of signing this Memorandum of Agreement.

Each Employee shall be provided with a Course, Conference, and Seminar Reimbursement fund of \$4,500 per year to cover costs associated with attending professional courses and seminars/conferences.

### **Application Procedures**

- 1) Employee makes application to the Employer for funding to attend a course or seminar intended for career development.
- 2) The Employer must approve the application prior to the start of the course or seminar.
- 3) Requests will be reviewed with funding granted on the basis of relevance and future availability of the course or seminar and the applicant's background. Alternate initiatives may be suggested by the Employer.
- 4) Where two or more applicants are eligible, and funds are limited, seniority shall be the deciding factor.

### **Notes**

- 1) Applications will be reviewed as they are received. Every effort will be made to respond to requests within ten (10) working days.
- 2) At least one-quarter of the annual allocation will be reserved for disbursement in the period following January 1 of each year.
- 3) Unused money at the end of the year will not be carried over to the next year.
- 4) Employees shall submit proof of completion/participation, when available, after course/seminar/conference. Proof of successful completion may be required if evaluation is part of the course, with consideration given if circumstances beyond the Employee's control affect the successful completion.
- 5) Travel expense reports must be submitted with original receipts to the Employer within two weeks of the Employee's return to regular duties after taking the course or seminar.
- 6) Employees who attend approved courses or seminars/conferences as provided above shall suffer no loss of pay, benefits or seniority during such leave, except in cases where leave is requested without pay.

- 7) Amount to be disbursed from the Career Development Fund is not to exceed four thousand five hundred dollars (\$4,500.00) per Employee per year. An Employee has the option to pay the difference if a more expensive course is approved by the Employer.

### **Expenses**

The following expenses may be eligible for full or partial funding (in advance):

- 1) Commercial air (economy), train, or bus fare, or car rental or the established rate per mile or kilometre. ("Economy" air transportation will be the normal means of travel only for destinations normally served by commercial air lines and outside a 600-kilometre radius from Ottawa.)
- 2) Ground transportation from airport to the course location and return where applicable.
- 3) Hotel accommodation as required.
- 4) Per diem as set out in the National Joint Council guidelines.
- 5) Tuition.
- 6) Compulsory textbooks.

The Employer uses the per diem and mileage allowances as prescribed by the National Joint Council.

Any changes to these guidelines must be approved by both parties.

## Appendix B: Pension Plan

**Letter of Agreement  
Between  
Unifor and Its Local 567  
("Union")  
and  
Canadian Union of Public Employees 2424.  
("Employer")  
Re. Pension Plan**

Further to Article 26.02, the parties agree to participate in the Multi-Sector Pension Plan under the following conditions:

- 1) The terms used shall have the meanings as described:  
"Plan" means a retirement vehicle as determined by the Union.  
"Applicable Wages" means the wages for all hours worked straight time and overtime, in addition:
  - a. the straight time and overtime component of hours worked on a holiday;
  - b. holiday pay, for the hours not worked; and
  - c. vacation pay.

All other payments, premiums, allowances and similar payments are excluded.  
"Eligible Employee" means full-time and part-time Employees in the bargaining unit.

- 2) Each Eligible Employee covered by this Collective Agreement shall contribute for each pay period an amount equal to 3.5% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to 7% of Applicable Wages to the Plan.

- 3) The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee by Article .03 of the Agreement include:

- i) To Be Provided Once Only at Plan Commencement

Date of Hire  
Date of Birth  
Date of First Contribution

Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

ii) To Be Provided with Each Remittance

Name

Social Insurance Number

Monthly Remittance

Pensionable Earnings

Year to Date Contributions

Employer portion of arrears owing due to error, or late enrolment by the Employer

iii) To Be Provided Initially and as Status Changes

Full Address

Termination Date, Where Applicable (MM/DD/YYYY)

Marital Status

4) In the event the Union determines the retirement vehicle to be a pension plan, the Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached as Schedule A.

This appendix does not apply to casual or replacement Employees.

**Appendix C: Memorandum of Understanding: Continuing Full-Time Office Administrator Position**

**Memorandum of Understanding  
Between  
CUPE Local 2424  
(the “Employer”)  
-and-  
Unifor Local 567  
(the “Union”)  
(Collectively, the “Parties”)**

Re: Memorandum of Agreement Regarding the Continuing Full-Time Office Administrator Position, signed October 14, 2022

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WHEREAS on October 14, 2022, the Union and the Employer signed a memorandum of Agreement regarding the continuing full-time Office Administrator position;

NOW THEREFORE the Parties agree as follows:

1. The memorandum of Agreement regarding the posting and filling of the vacancy for the continuing full-time Office Administrator position, which was signed by the Parties on October 14, 2022 (the “MOA”), shall continue to remain in effect for the life of this collective Agreement, unless otherwise agreed by the Parties in writing.
2. The MOA shall be interpreted in accordance with the section references to the previous iteration of the collective Agreement, despite any article renumbering in this new collective Agreement.

**Signatures**

For CUPE Local 2424:

*Jerrett Clark*  
Jerrett Clark (Dec 2, 2025 09:28:38 EST)

Jerrett Clark

Dec 2, 2025

Date

For Unifor Local 567:

*A. Aucoin*  
A. Aucoin (Dec 1, 2025 13:48:48 EST)

Alex Aucoin