

**COLLECTIVE AGREEMENT**

*Between*

**CARLETON UNIVERSITY**

*and*

**THE CANADIAN UNION  
OF PUBLIC EMPLOYEES**

**LOCAL 910**

**For the Period**

**January 1, 2005**

**to**

**December 31, 2007**

**OTTAWA, ONTARIO**

## TABLE OF CONTENTS

ARTICLE 1.....	1
MANAGEMENT.....	1
ARTICLE 2.....	2
RECOGNITION AND NEGOTIATIONS ..	2
ARTICLE 3.....	2
NO DISCRIMINATION OR COERCION .	2
ARTICLE 4.....	3
STRIKES, LOCK-OUTS or	
SLOW-DOWNS.....	3
ARTICLE 5.....	3
UNION SECURITY AND CHECK-OFF OF	
UNION DUES .....	3
ARTICLE 6.....	5
LABOUR MANAGEMENT	
NEGOTIATIONS .....	5
ARTICLE 7.....	6
PROMOTION AND STAFF CHANGES ...	6
ARTICLE 8.....	11
GRIEVANCE PROCEDURE.....	11
ARTICLE 9.....	14
ARBITRATION.....	14
ARTICLE 10.....	16
DISCHARGE OR SUSPENSION.....	16
ARTICLE 11 .....	17
HOURS OF WORK .....	17
ARTICLE 12 .....	20

SHIFT WORK .....	20
ARTICLE 13 .....	21
HOLIDAYS .....	21
ARTICLE 14 .....	23
VACATIONS .....	23
ARTICLE 15 .....	25
SICK LEAVE.....	25
ARTICLE 16 .....	27
LEAVE OF ABSENCE.....	27
ARTICLE 17 .....	32
PAYMENT OF WAGES .....	32
ARTICLE 18 .....	34
JOB RECLASSIFICATION.....	34
ARTICLE 19 .....	34
INCLEMENT WEATHER.....	34
ARTICLE 20 .....	34
OUTSIDE EMPLOYMENT.....	34
ARTICLE 21 .....	35
JOB SECURITY .....	35
ARTICLE 22 .....	35
SEVERANCE PAY .....	35
ARTICLE 23 .....	38
SAFETY MEASURES .....	38
ARTICLE 24 .....	39
WELFARE BENEFITS .....	39
ARTICLE 25 .....	41
UNIFORMS .....	41

ARTICLE 26 ..... 44  
    TOOLS AND EQUIPMENT ..... 44  
ARTICLE 27 ..... 45  
    GENERAL CONDITIONS ..... 45  
ARTICLE 28 ..... 46  
    REPRODUCTION OF AGREEMENT..... 46  
ARTICLE 29 ..... 46  
    DEFINITIONS ..... 46  
ARTICLE 30 ..... 47  
    HARASSMENT..... 47  
ARTICLE 31 ..... 49  
    EMPLOYMENT EQUITY  
ARTICLE 32 ..... 49  
    NOTICE..... 49  
ARTICLE 33 ..... 50  
    TERM OF AGREEMENT..... 50  
Schedule A ..... 52  
Letter of Understanding ..... 55  
Letter of Intent ..... 55  
Re: Planning and Communications  
HOLIDAY SCHEDULE..... 56

THIS AGREEMENT MADE as of the 12th day of  
May 2005.

BETWEEN:

CARLETON UNIVERSITY  
(hereinafter called the "Employer")

OF THE FIRST PART

AND:

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

OF THE SECOND PART

The parties hereto agree as follows:

## **ARTICLE 1**

### ***MANAGEMENT***

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

## **ARTICLE 2**

### ***RECOGNITION AND NEGOTIATIONS***

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

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

## **ARTICLE 3**

### ***NO DISCRIMINATION OR COERCION***

**3.01** The Employer agrees that there shall be no discrimination or coercion exercised or practiced by it or any of its representatives with respect to any employee because of her/his participation in the Union or in the matter of

hiring, rates of pay, employee benefits, training, promotion, transfer, lay-off, recall, discipline, discharge or other terms and conditions of employment by reason of race, creed, colour, age (except for retirement as provided for in the welfare benefits), sex, sexual orientation, marital status, nationality, ancestry, religion, place of origin, or physical disability as per the Ontario Employment Standards Act, the Ontario Human Rights Code, and the Ontario Labour Relations Act.

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

## **ARTICLE 4**

### **STRIKES, LOCK-OUTS or SLOW-DOWNS**

**4.01** There shall be no strikes, lock-outs or slow-downs during the life of this agreement.

## **ARTICLE 5**

### ***UNION SECURITY AND CHECK-OFF OF UNION DUES***

**5.01** All present and future employees of the Employer, as a condition of continuing

employment, shall pay an amount equal to the current monthly Union dues.

**5.02** The Employer shall deduct from every employee, an amount equal to the current monthly dues, initiations, or assessments levied, in accordance with the Union constitution and/or by-laws, and owing by the employee to the Union.

**5.03** Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of names, addresses and (listed) home phone numbers of all employees from whose wages the deductions have been made. A copy of this list shall be forwarded by the Employer to the National Headquarters of the Canadian Union of Public Employees.

**5.04** The Employer will notify the Union within one week of the starting date of each new employee. The notice will include the new employee's name, address, classification and supervisor's name.

**5.05** The Employer agrees to acquaint each new employee with the fact that a Union agreement is in effect, and with the conditions of employment as set out in Articles 5.01, 5.02 and 5.03.

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

**5.06** A list of all new employees shall be forwarded monthly to the Union and shall contain



the employee's name, address, telephone number, classification and supervisor's name.

## **ARTICLE 6**

### ***LABOUR MANAGEMENT NEGOTIATIONS***

#### ***LABOUR MANAGEMENT NEGOTIATIONS***

**6.01** A bargaining committee shall be appointed and consist of not more than four (4) representatives of the Employer, as appointees of the Employer, and not more than four (4) representatives of the Union as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

**6.02** Any representative of the Union of this committee, who is in the employ of the Employer, shall have the privilege of attending meetings of the committee held within working hours without loss of remuneration.

**6.03** Terms of Reference:  
Labour/Management Committee

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

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

It shall be the purpose of the Labour/Management Committee to provide a forum for discussion of matters pertinent to the

operation of the Collective Agreement or other matters of mutual interest to both parties with the intent to resolve issues.

This Committee shall not have the power to add, amend, delete, or change any part of the Collective Agreement except by Memorandum of Agreement.

## **ARTICLE 7**

### ***PROMOTION AND STAFF CHANGES***

**7.01** In all cases of appointment, transfer, promotion and in the advancement of employees to higher classifications, the employee having the required qualifications and the greatest seniority shall be the successful candidate.

**7.02** Seniority, as referred to in this Agreement, shall mean the length of continuous service an employee has in the bargaining unit. Seniority shall operate on a bargaining unit wide basis. The Employer shall provide the Union with three copies of the up-to-date seniority list in March and September of each year.

**7.03** Newly hired employees shall be considered to be on a probationary basis for a period of six (6) months of service. 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 this period of six (6) months without recourse to the grievance procedure, unless the union claims discrimination (as noted in Article 3) as the basis of termination. After completion of the probationary period,

seniority shall be effective from the original date of employment.

During the probation period the Employer will conduct a performance review after two months, four months and five and a half months of employment. The employee will receive a copy of each review and a copy will be sent to the Secretary of the Union.

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

(a) Discharge for just cause and is not reinstated.

(b) Resignation.

(c) Lay-off for a period of longer than one (1) year.

**7.05** (a) The Employer shall post all vacant and newly created positions on an appropriate bulletin board for a minimum of five (5) working days in order that all members will know of the position and be able to make written application thereto. Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, ability and skills, shift, hours of work, wage or salary range or rate. The applicants for vacant or newly created positions shall be advised in writing when the position has been filled and in the case of unsuccessful applicants, the Employer shall give reasons for its decision. All job postings shall state this position is open to male and female applicants.

(b) Where an Ontario Department of Labour certificate of qualification is available, this shall be a requirement for all future employees.

(c) Consideration for employment will be given to an applicant who does not possess the required qualifications, but is preparing for qualification prior to employment. Such employee will be given a reasonable length of time to qualify for the position.

**7.06** The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, such trial promotion shall become permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds he/she is unable to perform the duties of the new job classification, he/she shall be returned to her/his former position without loss of seniority or previous salary, and any other employee promoted or transferred because of such staff changes or promotion, shall be returned to her/his former position without loss of seniority or previous salary.

**7.07** (a) When an employee is promoted from one job classification to another, he/she shall be paid at the rate of the classification to which he/she is promoted.

(b) Promotions or lateral transfers will not initially result in a lower salary except in the case of 7.08.

(c) Upon receiving a Journeyman's licence an apprentice who has been indentured to the Employer for a period of six (6) months shall not be required to serve a probationary period.

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

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

**7.10** In the case of newly created job classifications in the bargaining unit, not covered in Appendix "A", established during the term of this Agreement, the rate shall be subject to negotiations between the Employer and the Union. The agreed rate shall be retroactive to date of employment.

**7.11** The Employer reserves the right to hire an employee for a period of time not to exceed two years to replace an employee on leave of absence. An extension may be granted by mutual agreement of the parties if the request is received by the Union 2 months in advance of the recognized end of the leave. The Union will respond within one month of receipt of the request for extension. The successful employee who is covering the leave of absence will be given written notice under the Employment Standards Act of her/his termination of employment. In the case of a job that is anticipated to last less than three months, the Employer may post the job. In the case of a job

that is anticipated to last more than three months, the Employer shall post the job. In the case of a job which is posted, the Employer will consider applications from internal candidates before those of external candidates. The employee will perform the duties of the job description of the employee on leave.

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

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

**7.13** Transfer/promotion outside bargaining unit.

No employee shall be transferred/promoted to a position outside the bargaining unit without his/her consent. If an employee is transferred/promoted to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to her/his previous classification in the bargaining unit within a period of two months, provided there is mutual agreement of the parties.

## **ARTICLE 8**

### ***GRIEVANCE PROCEDURE***

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

**8.02** Should a dispute arise between the Employer and employee(s) within the bargaining unit, regarding the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner.

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

8.04 A complaint shall not be considered a grievance, unless the aggrieved employee has first given the immediate supervisor the opportunity to adjust the complaint. Such complaint shall not be considered after ten (10) working days of the incident giving rise to the complaint or ten (10) working days after when the employee ought reasonably to have become aware. Failing satisfactory resolution by the immediate supervisor within ten (10) working days after the complaint has been made, the matter may then be processed as a grievance. If mutually agreed to by both parties after the complaint stage, the grievance may be taken to step 2.

Step 1 Failing agreement being reached in the complaint stage, a grievance may be submitted to the immediate supervisor, in writing, within five (5) working days. The supervisor will respond to the Union/grievance committee in writing within five (5) working days.

Step 2 Failing agreement the grievance may be submitted to the Manager, in writing, stating the grievance concerned and a hearing shall be held with the steward or a member of the grievance committee within three (3) working days after receipt of such notice.

Step 3 Failing agreement being reached within three (3) working days of the matter being discussed in Step 2, the matter within a further three (3) working days shall be discussed at a hearing between the grievance committee and the Director, Human Resources who shall render a decision within three (3) working days after such a hearing.

Step 4 Failing a satisfactory settlement in Step 3, the Union may, within ten (10) working days,



give notice in writing to the Employer of its decision to refer the dispute to arbitration.

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

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

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

**8.06** The Union acknowledges that Union officers and stewards have regular duties to perform on behalf of the Employer, and that such persons will not leave their duties without obtaining the permission of their foremen or immediate supervisors, and when resuming their regular duties will report to their foremen or supervisors and will give any reasonable explanation which may be requested with respect to their absence. Such permission will not be unreasonably withheld. In accordance with the above understanding, the Employer will compensate Union officers and stewards for the time spent in handling the grievances of employees to a reasonable amount of time in any week at their regular rate of pay, but this will not apply to time spent on such matters outside of regular working hours. The Employer shall supply the necessary facilities for the grievance meetings.

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

## **ARTICLE 9**

### ***ARBITRATION***

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

agree to submit such difference to a single arbitrator, whose selection shall be by mutual agreement, and whose fees and expenses shall be equally shared.

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

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

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

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

**9.04** Each party shall pay:

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

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

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

**9.06** At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all

reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Employer's premises to view any working condition which may be relevant to the settlement of the grievance.

## **ARTICLE 10**

### ***DISCHARGE OR SUSPENSION***

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

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

**10.02** An employee who has completed her/his six (6) months probationary period may be dismissed but only for just cause and only upon the authority of the manager. The

supervisor may suspend an employee but shall immediately report such action to the manager. Such employee and the Union shall be advised promptly in writing, by the Employer, of the reason for such discharge or suspension.

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

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

## **ARTICLE 11**

### ***HOURS OF WORK***

**11.01** The work week from Saturday midnight to Saturday midnight will be forty (40) hours consisting of five (5) consecutive eight (8) hour days. The normal work week will be from Monday through Friday and the normal day will be from 8:00 a.m. to 4:30 p.m. Other shifts will consist of five (5) consecutive eight (8) hour days. Shifts and shift premiums will apply as defined in Article 12. Employees will be given the opportunity to

express their preference for shift work except that seniority will determine shift preference, subject to the ability to perform the job.

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

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

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

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

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

one time, and is to be taken at a mutually agreeable time.

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

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

**11.09** An employee required to work overtime for two and one-half (2 1/2) hours or more prior to or following the normal day's work, shall be provided with a meal allowance of \$10. An additional meal allowance will be provided for each additional four (4) hours of overtime worked. If the employee is required to work overtime for four hours prior to the normal day's work, he/she shall receive an extra meal allowance.

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

**11.11** An employee shall be given no less than five (5) working days notice of a change in shift, unless the change is made at the request

of, or to accommodate, the employee, or the shift change is of a temporary nature resulting from an emergency situation or a snowfall.

## **ARTICLE 12**

### **SHIFT WORK**

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

(a) Day shifts shall be those shifts in which the major portion of hours worked occurs between 6:00 a.m. and 6:00 p.m.

(b) Evening shifts shall be those shifts in which the major portion of hours worked occurs between 3:00 p.m. and 12 midnight.

(c) Night shifts shall be those shifts in which the major portion of hours worked occurs between 11:00 p.m. and 8:00 a.m.

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

**12.03** An emergency shift shall be defined as an emergency requiring employees to be on duty between their regular shifts for a period of time of six (6) hours or more. In cases of this nature the individual will receive overtime pay for all hours worked but not report for duty for the next shift unless the emergency persists or in the opinion



of the employee he/she is in a condition to adequately perform her/his duties. In determination of the total number of hours worked in the week a minimum of nine (9) hours shall be counted for the emergency shift. Call back shall apply to periods less than six (6) hours.

## **ARTICLE 13**

### ***HOLIDAYS***

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

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

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

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

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

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

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

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

## ARTICLE 14

### VACATIONS

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

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

(b) Four weeks unpaid vacation to be granted subject to operational requirements of the Department. Employees shall be allowed four weeks unpaid vacation once after each five years of service.

(c) In the calendar year in which their twenty-fifth anniversary of employment falls, each employee will be granted 10 additional days vacation.

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

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

**14.04** The annual vacation schedule shall be posted each year by April 1. Employees shall indicate on this schedule their preference for vacations by April 15. Vacations shall be assigned equally within each classification, and consistent with seniority by April 30. In the event an employee fails to indicate her/his preference by April 15, or subsequently requests a change after April 15, he/she shall not receive preference over less senior employees who have so indicated prior to April 15.

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

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

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

## **ARTICLE 15**

### **SICK LEAVE**

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

**15.02** Sick leave credit shall be granted to employees on the basis of one and one-half (1-1/2) days for every month of service.

**15.03** In any one year where an employee has not used up her/his sick leave credit, he/she shall be entitled to an accrual of the unused portion of sick leave credit for her/his future benefit. A deduction shall be made from accumulated sick leave credit of all normal working days, exclusive of holidays, absent for sick leave as defined above.

**15.04** If at the close of any fiscal year an employee has expended more sick leave than he/she is entitled to, the over-expenditure may be recovered from holiday time he/she has earned to a limit of two weeks, unless this over-expenditure is otherwise provided for. Any recovery from holidays will be approved by the employee in writing.

**15.05** Time lost, including time lost for sickness, by an employee during her/his six (6) months probationary period shall be considered as leave without pay. However, on completion of

her/his probationary period he/she shall be credited with nine (9) days sick leave (6 x 1-1/2).

**15.06** Employees are required to produce a medical certificate for any illness in excess of five (5) consecutive working days. In addition, an employee shall be allowed up to seven (7) days uncertified sick leave per year, after which he/she may be, at the request of the Employer, required to produce a medical certificate from a qualified medical practitioner, certifying that such employee was unable to perform her/his duties due to illness. Failure to produce such a certificate may result in loss of pay.

**15.07** When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence, he/she shall not receive sick leave credit for that period of such absence, but shall retain her/his cumulative credit, if any, existing at the time of such leave or lay-off.

**15.08** Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave pay is granted.

**15.09** A record of all sick leave (credits and debits) shall be kept by the Employer. A copy of these records will be issued to each employee in January and July of each year.

**15.10** An employee will be allowed to transfer sick leave credits to a maximum of five (5) days, from her/his accumulated credits to that of another employee, for extended periods of illness, provided that the total amount of sick leave transferred does not exceed the immediate

requirements of the employee receiving such credits and the proper forms, provided by the Union, have been completed and submitted to the Manager, Maintenance Services. At no time shall any transfer of sick leave credits to another employee reduce the number of remaining sick leave credits to less than 12 days for the employee's own use. Probationary employees are not subject to the provisions of this clause.

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

## **ARTICLE 16**

### ***LEAVE OF ABSENCE***

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

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

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

Immediate family is defined as: father, mother, stepfather, stepmother, foster parent, brother, sister, spouse, child, stepchild, ward of the employee, grandchild of the employee, father-in-law, mother-in-law and grandparents.

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

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

**16.05** The Employer shall pay an employee who is required to serve as a juror the difference between her/his normal earnings and the payment he/she receives for jury service. The employee will present proof of service and the amount of pay received.

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

**16.06** (b) The Employer shall grant seventeen weeks pregnancy leave on request in accordance with the provisions of the Employment Standards Act of Ontario.



(c) The employee who is a natural mother and who applies for and is declared to be eligible to receive E.I. maternity leave benefits, is entitled to receive from the Employer while on pregnancy leave,

(1) for each of the two (2) weeks of waiting period provided for in the unemployment insurance plan, a payment equal to 95% of weekly gross salary.

(2) for each of the fifteen (15) weeks where the employee receives E.I. maternity leave benefits, complementary payments equal to the difference between 95% of weekly gross salary and the employment insurance payment received.

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

(e) Supplementary maternity leave payments shall not be made by the Employer,

(1) beyond an employment termination date;

(2) Should Human Resources and Skills Development Canada disqualify the employee from receiving E.I. maternity leave benefits.

(f) Should Human Resources and Skills Development Canada eliminate or reduce the payment of E.I. maternity leave benefits, the employee shall be entitled to receive from the Employer payments equivalent to those which

would have been made under the E.I. SUB plan at the time immediately prior to its elimination or reduction.

(g) While on pregnancy leave, the employee receiving supplementary leave benefits shall continue to participate in the Employer benefit plans as provided in this Agreement. Benefits and benefit plan premiums will be based on the nominal salary. For those employees not receiving supplementary maternity leave benefits, the Employer shall continue to pay the premiums for the plans as provided in this Agreement.

(h) The employer will maintain the employee's annual and sick leave credits while she is on pregnancy leave. The employee shall not accrue vacation or sick leave credits for the period of pregnancy leave.

(i) An employee on approved pregnancy leave shall accrue seniority.

(j) Upon request, the employee may be granted up to thirty five (35) weeks of parental leave of absence, without pay, in addition to the standard pregnancy leave. Upon return to work, the employee shall be reinstated in his/her former position, or in a job of at least equal position. An employee who is granted leave of absence under this section will be required to pay the full premiums of the staff benefit plans during such leave of absence.

(k) The terms and conditions that apply to supplementary maternity leave benefits as outlined in this article will also apply for the legal adoption of a child providing that the claimant is eligible and approved for E.I. adoption leave payments. Adoption leave is available to men and women who have at least thirteen weeks of

continuous employment prior to the date of adoption.

**16.07** Employees, with the permission of their supervisor, may be allowed an early departure or a late arrival at work to attend medical, dental and legal appointments. Such permission shall not be unreasonably withheld.

**16.08 Personal Leave**

(i) Commencing January 1st each year, each employee will be granted, on an as required basis, up to a maximum of three (3) days of personal leave with pay to attend to those personal matters for which other leave of absence is not available.

(ii) Unused personal leave shall not accrue from year to year.

(iii) Personal leave will be granted by the employee's supervisor subject only to the operational requirements of the department.

(iv) This leave may be utilized in terms of hours with an overall maximum of twenty-four (24) hours for each employee each year.

(v) Personal leave may not be taken in units of less than one (1) hour.

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

**16.09** The Employer agrees to allow employees a two hour lunch break to attend one

meeting for ratification of the Collective Agreement.

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

## **ARTICLE 17**

### ***PAYMENT OF WAGES***

**17.01** Lead hands shall receive not less than \$1.00 per hour effective January 1, 2003, above the highest rated classification under their supervision.

**17.02** If an employee substitutes on any job at the request of the employer, during the absence of another employee, or performs the duties of a higher classification, or is assigned to a position paying a lower rate, he/she shall continue to receive their regular rate for a period of five (5) consecutive working days, after which the employee's rate shall be increased to suit the new classification, backdated to the start date of the substitution.

**17.03** (a) All members of the bargaining unit shall be entitled to register for credit courses free of tuition from the date of employment with the Employer, but will be required to pay all supplementary fees. Attendance at such courses shall be outside the employee's normal hours of work. Attendance at such course during working hours shall be by mutual agreement with the supervisor, except that an employee will not be allowed to attend daytime courses when same courses are available in the evening.

(b) After an employee has completed three (3) consecutive years of employment, the employee's spouse and dependent children will be entitled to register for credit courses free of tuition, but will be required to pay all supplementary fees.

(c) If an employee, her/his spouse, or dependent is unsuccessful in the course(s) for which he/she registers, he/she must successfully complete the next course at her/his own expense in order to re-establish this privilege.

(d) This benefit will remain in force so long as its continuance is not prevented by the Ministry of Colleges and Universities, and as long as the Ministry continues to fund students covered by this Article.

(e) For the purpose of this Article, a dependent is defined as spouse, or natural/adopted children of the employee who qualify as dependents under the Income Tax Act in the years in which the free tuition is requested.

(f) Employees receiving benefits under the Long Term Disability Plan, their eligible spouses and dependents, the eligible spouses and dependents of employees who die in service, and employees who retire under the terms of the Carleton University Retirement Plan and their eligible spouses and dependents shall also continue to enjoy the benefit of free tuition.

(g) When an employee, her/his spouse and dependents are registered in credit courses and the employee is laid off, they shall be entitled to free tuition benefits until the end of that academic year.

**17.04** Payment of wages shall be by direct deposit.

## **ARTICLE 18**

### ***JOB RECLASSIFICATION***

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

## **ARTICLE 19**

### ***INCLEMENT WEATHER***

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

## **ARTICLE 20**

### ***OUTSIDE EMPLOYMENT***

**20.01** The Employer and the Union recognize that the efficiency of the employee depends on their being able to devote their full-time and energy during the working day to the work of the

Employer. Therefore, except in extenuating circumstances concurred in by the Employer and the Union, no employee shall engage in outside employment for remuneration or profit. The Employer also agrees not to keep in his employ any person for full-time work, if such person is employed full-time with another Employer.

## **ARTICLE 21**

### ***JOB SECURITY***

**21.01** Employees presently in the C.U.P.E. Local 910 bargaining unit will not suffer loss of employment or of remuneration as a result of the contracting out of work presently performed by members of the bargaining unit.

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

(a) Employees shall be credited with all seniority rights with the new Employer;

(b) All service credits relating to vacations with pay, sick leave credits, and all other benefits shall be recognized by the new employer.

## **ARTICLE 22**

### ***SEVERANCE PAY***

#### **On Lay-Off**

**22.01** There shall be no lay off from the bargaining unit until a reasonable effort has been

made to make the necessary reductions in the workforce through attrition.

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

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

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

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

**22.06** In addition to 22.05, an employee who has one year or more of continuous service who is laid off (of a temporary or permanent nature)



shall be paid severance pay at the time of lay-off as follows:

(a) In the case of an employee who is laid off following the signing of this agreement, the amount of severance pay shall be two (2) weeks pay for the first and one weeks pay for each succeeding complete year of continuous service.

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

**22.07** Employees will be recalled in order of seniority, provided they are qualified to perform the work that is available. No new employees in a particular classification will be hired until those on lay-off have the opportunity of re-employment. Such notice will be by registered letter to the last address supplied for the Human Resources employee file, and the laid-off employee will be given ten (10) working days to advise of their acceptance or rejection of such an offer.

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

#### **On Retirement**

**22.09** On termination of employment due to retirement, an employee who has thirteen (13) or more years of continuous employment shall be paid severance pay equal to the product obtained by multiplying their weekly rate of pay

on termination of employment by the number of completed years of their continuous employment to a maximum of fifteen (15), less any period in respect of which he/she was granted severance pay.

**22.10** If an employee dies, there shall be paid to her/his next of kin or her/his estate if there is no next of kin, an amount determined in accordance with clause 22.09 or two months salary whichever is greater.

**22.11** The weekly rate of pay referred to above shall be the employee's basic hourly rate multiplied by 40.

The monthly rate of pay referred to above shall be the employee's basic hourly rate multiplied by 2080 (in 2005 and 2006), or 2088 (in 2007) and the product of that calculation divided by 12.

## **ARTICLE 23**

### ***SAFETY MEASURES***

**23.01** The Union and the Employer shall co-operate in continuing and perfecting the safety measures now in effect.

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

**23.03** Any employee required to work under dangerous conditions shall be supplied with suitable safety equipment to meet the conditions.

**23.04** An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the shift at her/his regular rate of pay without deduction from sick leave, provided that a Doctor or Nurse states in writing to the Employer that the employee is unfit for further work on that shift.

## ARTICLE 24

### **WELFARE BENEFITS**

**24.01** The welfare benefits of the Employee's Pension Plan, Supplementary Medical Insurance, Group Life Insurance, Total Disability Insurance and the University Preventive Dental Plan shall be compulsory for employees. The division of costs between the employee and the Employer is approximately as follows:

	<b>Employee</b>	<b>Employer</b>
Employee's Pension	6% of base salary less CPP offset*	6% of pensionable earnings integrated with Canada Pension Plan, plus any required contributions to the Minimum Guarantee Fund*
O.H.I.P.		100%
Supplementary Medical**		100%
Group Life		100%
Total Disability Insurance***		100%
Dental Plan****		100% based on the current ODA Fee schedules

\* See Employment Benefits Booklet

\*\* Effective September 1, 1999, includes Vision Care - 80% of the cost of eye glasses and contact lenses up to maximum benefit of \$200.00 over 24 months per insured person

\*\*\* Maximum \$2,500 per month

\*\*\*\* Effective January 1, 2000, includes major restorative (bridges and crowns) at 80% co-payment with a maximum of \$1,000 per year.

**24.02** The Employer believes that a flexible policy of employment after normal retirement age has advantages for it, for its employees and for society in general. This is a policy which the Employer has followed and continues to follow wherever possible.

**24.03** Each employee at normal retirement age and annually thereafter (if he/she continues in employment) if he/she wishes to continue her/his employment shall make a written request prior to February 1 of the year of retirement to the Director, Physical Plant for the opportunity of doing so. The Employer may accept this request if a mutually satisfactory arrangement can be worked out between employee and Employer and if it is considered by the Employer to be in the best interest of the Employer. Salary may be adjusted in accordance with hours worked and production per hour.

**24.04** All employees shall be covered by the Workplace Safety and Insurance Act. An employee prevented from performing her/his regular work with the Employer on account of an occupational accident that is covered by the Workplace Safety and Insurance Act shall receive from the Employer the difference between the amount payable by the W.S.I.B. and her/his regular salary. The employee shall continue to receive the full pay and benefits of this

agreement for the period for which the W.S.I.B. is willing to support him/her or for a period equal to one-half of the length of service of the employee, whichever is less.

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

**24.06** The Employer will provide a copy to the Union of the Master Policy Plan specifications currently in effect.

**24.07** No changes shall be made to the coverage of the Group Life, Supplementary Medical Insurance, Long Term Disability and Dental plans except as a result of negotiations between the Employer and the Union or as may be required by law.

**24.08** For the purposes of the Supplementary Medical Plan and the Dental Plan and for bereavement leave as provided in 16.03, spouse may include a person of the same sex as the employee with whom the employee has been cohabiting in a common-law relationship for a period of at least one (1) year.

## **ARTICLE 25**

### ***UNIFORMS***

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

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

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

**25.02** The employer agrees to supply the following uniforms:

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

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

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

3 shirts every year  
 2 pair of trousers every year  
 1 parka as required  
 1 rain suit as required  
 1 light-weight jacket for Spring  
 & Fall use every three years  
 1 pair of coveralls

initially, replacement as  
required  
parka (Electrician A.P.D.  
only)  
1 pair mitts per year

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

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

(d) Painters, Storekeepers, Shipper and  
Receiver, Control Panel Operator/Dispatcher -

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

(e) Auto Mechanics, Class A -

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

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

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

In addition, the Employer will supply one pair of safety shoes/boots every year providing the employee, by the nature of their work, is required to wear this type of footwear to prevent or minimize possible injury. The Employer shall choose the style of footwear which must meet CSA approval and carry the Green Seal or is of equivalent quality.

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

rain coats  
rubber boots  
parkas  
gauntlet gloves, leather and  
asbestos  
hard hats

These items will remain the property of the Employer and will be provided on an as-required basis. The employee agrees to pay for replacement due to loss or damage through neglect.

## **ARTICLE 26**

### ***TOOLS AND EQUIPMENT***

**26.01** The Employer shall supply all tools, equipment and cleaning materials, with the exception of the normal hand tools of the various



trades. All of the Employer's tools must be kept on the premises; replacement will be made by producing the worn or broken tool. An employee shall be held responsible for tools issued to him/her by the Employer, and in a case of loss or damage by negligence, shall replace or pay for same.

**26.02** The Employer commits that it will continue its existing practice of replacing worn, broken or stolen tools without cost to the employee - except in cases of employee negligence. The Employer also commits to further study the question and meet with the Union within thirty (30) days of signing this Agreement to discuss the possibilities of correcting inequities in the existing practice or providing an annual tool allowance to the various craft groups.

## **ARTICLE 27**

### ***GENERAL CONDITIONS***

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

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

**27.03** The Employer shall provide fire insurance covering the tools owned by employees and used in the performance of their

duties with the Employer, where fire damage occurs on the premises of the Employer.

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

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

## **ARTICLE 28**

### ***REPRODUCTION OF AGREEMENT***

**28.01** The Employer will provide the Union with one hundred and twenty (120) copies of the Collective Agreement within sixty (60) days of signing. These copies of the Collective Agreement shall be a size which allows them to be carried in uniform pockets.

## **ARTICLE 29**

### ***DEFINITIONS***

**29.01** Whenever the singular or masculine or feminine is used in this agreement, it shall be considered as if the plural or feminine or

masculine has been used where the context of the party or parties hereto so require. Whenever employee has been used, it shall be defined as employee of the bargaining unit.

## **ARTICLE 30**

### ***HARASSMENT***

**30.01** Harassment of any employee is recognized as a form of discrimination and may be the subject of grievance using the procedures set out in Article 8.

For purposes of this Article, harassment is defined under two headings, sexual harassment and personal harassment.

#### **30.02 Sexual Harassment**

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

(1) unwanted attention of a sexually oriented nature, made by a person who knows or ought reasonably to know that such attention is unwanted; and/or

(2) an implied or expressed promise of reward for complying with or submitting to a sexually oriented request or advance; and/or

(3) an implied or expressed threat of reprisal for not complying with or submitting to a sexually oriented request or advance.

(b) Hostile Environment: Sexual harassment may also be engaging in a course of sexual comment

or conduct that is known or ought reasonably to be known to be unwelcome. This form of sexual harassment may affect individuals or groups. It may be based on gender or sexual orientation. It may take the form of excluding an individual or a group from rights and/or privileges to which they are otherwise entitled.

### **30.03 Personal Harassment**

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

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

**30.04** Where the alleged harasser is the person who would normally deal with any of the steps of the grievance, the grievance shall automatically be sent forward to the next step.

**30.05** At no time during or after a harassment grievance shall the grievor be removed from the area of the alleged harasser unless fully and entirely voluntarily requested or agreed to by the grievor and without prejudice to the validity of the grievance.

**30.06** Any employee who chooses to make use of any or all of the Employer's sexual harassment policy shall not, by such use, be prevented from filing a grievance at any time prior to agreeing to any mediated settlement under that policy. The time limit for filing such a

grievance under Article 8 will be extended by whatever amount of time is required to process the complaint and reach a decision under the Employer's policy.

## **ARTICLE 31**

### ***Employment Equity***

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

## **ARTICLE 32**

### ***NOTICE***

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

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

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

The Secretary,  
Local 910,  
Canadian Union of Public Employees

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

## ARTICLE 33

### **TERM OF AGREEMENT**

**33.01** This Agreement shall be binding and remain in effect from January 1, 2005 to December 31, 2007 and shall continue from year to year thereafter, unless either party gives to the other party notice in writing at least thirty (30) days and not more than ninety (90) days prior to the 31st of December in any year that it desires its termination. However, any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement. Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

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

On behalf of

On behalf of

Carleton University  
Union of

Canadian  
Public Employees  
and its Local 910

\_\_\_\_\_  
D. Boyce \_\_\_\_\_ R. Helem

\_\_\_\_\_  
K. Gallinger \_\_\_\_\_ T. Doelle

\_\_\_\_\_  
J. Hanna \_\_\_\_\_ P. Keys

\_\_\_\_\_  
C. Willsher \_\_\_\_\_ M. Mongeon

\_\_\_\_\_  
S. Green \_\_\_\_\_ S. Arab

\_\_\_\_\_  
C. Boucher

Dated at Ottawa this \_\_\_\_ day of \_\_\_\_\_  
2005

/lc cope491

## Schedule A

Job Classification and Salary Rates  
January 1, 2005 - December 31, 2005

	Hourly Rate	Annual Rate (2080 hours)
Caretaker Groundskeeper 1 Furniture Helper Trades Helper	\$15.82	\$32,905.60
Custodian I	16.51	34,340.80
Groundskeeper II Custodian II Truck Driver	16.85	35,048.00
Shipper/Receiver Storekeeper	17.98	37,398.40
Heavy Equipment Operator	18.22	37,897.60
Maintenance Mechanic	18.98	39,478.40
Control Panel Operator/Dispatcher	19.08	39,686.40
Furniture Custodian Sign and Chalkboard	20.25	42,120.00
Tile Mechanic	21.01	43,700.80
Painter	21.44	44,595.20
Cabinet Maker	21.55	44,824.00
Carpenter Locksmith	22.63	47,070.40
Auto Mechanic A	23.34	48,547.20
Sheet Metal Mechanic Air Conditioning Mechanic Electrician Plumber Steam Fitter Control Mechanic	23.81	49,524.80

Note:

1. Probationary Rates \$0.15 less per hour than the rates quoted above.



2. Annual Rate for 2005 equals hourly rate times 2080 hours.
3. Lead hand rate equals \$1.00 per hour.

Job Classification and Salary Rates  
January 1, 2006 - December 31, 2006

	Hourly Rate	Annual Rate (2080.hours)
Caretaker Groundskeeper 1 Furniture Helper Trades Helper	\$16.29	\$33,883.20
Custodian I	17.01	35,380.80
Groundskeeper II Custodian II Truck Driver	17.36	36,108.80
Shipper/Receiver Storekeeper	18.52	38,521.60
Heavy Equipment Operator	18.77	39,041.60
Maintenance Mechanic	19.55	40,664.00
Control Panel Operator/Dispatcher	19.65	40,872.00
Furniture Custodian Sign and Chalkboard	20.86	43,388.80
Tile Mechanic	21.64	45,011.20
Painter	22.08	45,926.40
Cabinet Maker	22.20	46,176.00
Carpenter Locksmith	23.31	48,484.80
Auto Mechanic A	24.04	50,003.20
Sheet Metal Mechanic Air Conditioning Mechanic Electrician Plumber Steam Fitter Control Mechanic	24.52	51,001.60

Note:

1. Probationary Rates \$0.15 less per hour than the rate quoted above.

2. Annual Rate for 2006 equals hourly rate times 2080 hours.
3. Lead hand rate equals \$1.00 per hour.

Job Classification and Salary Rates  
January 1, 2007- December 31, 2007

	<u>Hourly Rate</u>	<u>Annual Rate</u> (2088 hours)
Caretaker Groundskeeper 1 Furniture Helper Trades Helper	\$16.78	\$35,036.64
Custodian I	17.52	36,581.76
Groundskeeper II Custodian II Truck Driver	17.88	37,333.44
Shipper/Receiver Storekeeper	19.08	39,839.04
Heavy Equipment Operator	19.33	40,361.04
Maintenance Mechanic	20.14	42,052.32
Control Panel Operator/Dispatcher	20.24	42,261.12
Furniture Custodian Sign and Chalkboard	21.49	44,871.12
Tile Mechanic	22.29	46,541.52
Painter	22.74	47,481.12
Cabinet Maker	22.87	47,752.56
Carpenter Locksmith	24.01	50,132.88
Auto Mechanic A	24.76	51,698.88
Sheet Metal Mechanic Air Conditioning Mechanic Electrician Plumber Steam Fitter Control Mechanic	25.26	52,742.88

Note:

1. Probationary Rates \$0.15 less per hour than the rate quoted above.

2. Annual Rate for 2007 equals hourly rate times 2088 hours.
3. Lead hand rate equals \$1.00 per hour.

## LETTER OF UNDERSTANDING

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

Date: July 18, 2002

For the Union:

R. Van Loon  
D. Watt  
C. Bartley  
D. Boyce  
K. Gallinger  
K. MacKay

For the Employer:

L. Albert  
T. Doelle  
R. Helem  
T. Kelly  
J. Gillies

## LETTER OF INTENT RE: PLANNING AND COMMUNICATIONS

The Director, Physical Plant will invite representatives of CUPE 910 to two meetings per year, during the lifetime of the collective agreement to review and plan ways to improve service to the University community.

Date: July 18, 2002

For the Union:

R. Van Loon  
D. Watt  
C. Bartley  
D. Boyce  
K. Gallinger  
K. MacKay

For the Employer:

L. Albert  
T. Doelle  
R. Helem  
T. Kelly  
J. Gillies

**HOLIDAY SCHEDULE**

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

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

# INDEX

## **A**

accumulated leave.....	24
arbitration .....	14

## **B**

bereavement leave.....	27
------------------------	----

## **C**

call back .....	19
credit courses.....	32

## **D**

death .....	38
dental.....	39
discharge or suspension.....	16
discrimination.....	2
dues .....	3

## **E**

emergency.....	20
employee's record.....	16
employment equity.....	49

## **F**

funeral .....	27
---------------	----



**G**

general conditions ..... 45  
grievance procedure ..... 11  
Group Life Insurance..... 39

**H**

harassment..... 47  
holiday schedule..... 56  
holidays ..... 21  
hours of work..... 17

**I**

inclement weather..... 34  
injury..... 39

**J**

job reclassification ..... 34  
job security ..... 35  
jury ..... 28

**L**

labour management negotiations .....5  
Labour/Management Committee.....5  
lay-off ..... 7,26,35,55  
leave of absence ..... 9,27  
legal appointments ..... 31  
lock-out.....3  
Long Term Disability..... 10, 39

**M**

management.....1  
meal allowance ..... 19

medical .....	25,31
medical certificate .....	26

***N***

no discrimination or coercion .....	2
notice.....	49

***O***

O.H.I.P. ....	39
Occupational Health and Safety Committee.....	38
outside employment.....	34
overtime.....	18

***P***

payment of wages.....	32
pension Plan.....	39
personal Harassment.....	48
personal Leave.....	31
planning and communication.....	55
pregnancy leave.....	28
probationary period .....	6
promotion and staff changes .....	6
public office .....	28

***R***

ratification.....	31
recognition and negotiations .....	2
replacement employee.....	9
reproduction of agreement .....	46
rest period .....	18
retirement plan .....	37,39,40

**S**

safety measures ..... 38  
seniority .....6,7,11, 18, 24  
severance pay .....35,36  
sexual harassment..... 47  
shift..... 18  
shift premium ..... 20  
shift work ..... 20  
sick leave..... 25  
slow-downs .....3  
strikes, lock-outs or slow-downs .....3  
supervise .....1  
Supplementary Medical Insurance ..... 39  
suspension ..... 16

**T**

temporary employee .....9,10  
term of agreement ..... 50  
tools and equipment ..... 45  
Total Disability Insurance..... 39

**U**

uniforms ..... 41  
union security and check-off of union dues .....4

**V**

vacations ..... 23

**W**

washing up ..... 18  
welfare..... 39  
WorkPlace Safety and Insurance..... 25, 27,40