

# **A COLLECTIVE AGREEMENT**

**between**

**CARLETON UNIVERSITY STUDENTS  
ASSOCIATION INC.**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
(CUPE)  
Local 1281**

**Effective: June 1<sup>st</sup>, 2007**

**Expiry: May 31<sup>th</sup>, 2011**

**10873 (05)**

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**Definitions:**

- Employer: The Carleton University Students' Association, Inc. (CUSA Inc.).
- Union: The Canadian Union of Public Employees and its Local 1281.
- Employees: Those individuals within the bargaining unit as defined in Article 3.
- Classification: A classification is defined as a specific job held by an employee for more than three (3) months after the date of hiring. (i.e. Bartender is a different classification than Assistant Bartender)
- Gender: Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties here to is required.
- B.U.: The bargaining unit.
- Member in Good Standing: A member in good standing shall be any student who pays the Association's fees. The term of membership shall begin or be renewed on the date of payment of the Association's fee. The term of membership shall end on the first September thirtieth (30) following the date of payment of the Association's fee such that at least six (6) months of the term of membership have elapsed. Membership shall be terminated upon the refunding of the Association's fee.

**Article 1: Purpose**

- 1.01 The purpose of this Collective Agreement between the Employer and the Union is to establish and maintain rates of pay, other working conditions and conditions of employment, and to provide appropriate procedures for the resolution of grievance and problems during the term of the Agreement. Both parties will make every effort to settle issues at the initial levels through constructive consultation and discussion.

**Article 2: Management's Rights**

- 1.02 Rights of the Employer

The Union acknowledges that it is the exclusive function of the Employer, subject to the express limitations provided for in this Agreement, to:

- (a) maintain order and efficiency;
- (b) hire, discharge, discipline, assign, direct, promote, demote, classify, transfer, layoff, recall;
- (c) determine, in the interests of efficient operations, the standard of service;
- (d) schedule work and vacations;
- (e) make reasonable rules and policies in the workplace;
- (f) manage the operation in which the Employer is engaged and, without restricting the foregoing, the right to plan, direct and control operations.

**Article 3: Recognition of Contracting Out**

3.01 Recognition

The Employer recognizes the Union as the exclusive representative and sole bargaining agent for all Employees of Carleton University Students' Association Inc. in the City of Ottawa, save and except Department Heads, persons above the rank of Department Head, Chief Electoral Officer, Returning Officer, Council Chair, Council Clerk, Employees in bargaining units for which any trade union held bargaining rights as of August 5, 1993.

3.02 Student Employees

- a) The Parties agree that a necessary condition of employment shall be that employees will have registered in at least one course at Carleton University during the academic year while employed at CUSA.
- b) Employees hired to work at Haven Bookstore on or before May1, 2010 shall be exempt from the requirement cited in Article 3.02 (a) above.

3.03 No Contracting Out

The Employer agrees that there will be no contracting out of bargaining unit positions, except where special events are organized by the Employer where safety is a concern, and in any other circumstances where both parties agree.

3.04 Work of the Bargaining Unit

Persons whose jobs are not in the B.U. shall not work on any jobs which are included in the B.U., except for the purposes of instruction, experimenting, emergencies when regular employees are not available, unforeseen incidental duties, and supervisory employees performing normal duties in addition to supervision.

It is understood by both parties that some CUPE 3011 members presently perform work similar to the CUPE 1281 B.U. It is agreed that this performance of work by CUPE Local 3011 members will not be expanded beyond the practice in place as of June 2, 1997.

3.05 No Other Agreements

No Employee shall be required or permitted to have a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.

**Article 4: Harassment**

4.01 Discrimination Prohibited

- c) The Employer and the Union agree that there shall be no discrimination against any Employee on the grounds of race, creed, colour, age, sex, marital status, religion, nationality, ancestry or place of origin, union activity or sexual orientation, family status, record of offences (except where in relates to bona fide occupational requirement), handicap or disability (including Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex (ARC), or positive Human Immune Deficiency Virus (HIV) test).
- d) 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.

4.02 No Barrier to Affirmative Action

Nothing in this Article shall be construed as a barrier to the formulation or implementation of any affirmative action plan mutually agreed upon by the Employer and the Union.

- 4.03 The Employer and the Union agree that they are committed to a working environment for all employees which is safe and free from all forms of harassment. The Employer will make every effort to ensure that no employee is subjected to such harassment.
- 4.04 Harassment is a form of discrimination and includes all forms of harassment, including but not limited to sexual harassment, gender harassment, racial/ethnic harassment, personal harassment, harassment on the basis of sexual orientation and harassment on the basis of a disability. Harassment shall be defined as any improper behaviour by a person which is offensive to any employee and which that persons knows or ought reasonably to have known would be inappropriate or unwelcome. It comprises objectionable conduct, comment or display made on either a one-time or continuous basis that demeans, offends, intimidates, belittles or causes personal humiliation or embarrassment to an employee.
- 4.05 The Employer agrees to develop, jointly with the Union, through the Joint Labour/Management Committee, a policy against harassment in the workplace and make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action. The employer agrees to include the subject of harassment in annual mandatory staff and management training sessions. This policy will be produced and implemented no later than February 28, 2003.

**Article 5: Union Security**

5.01 Union Security

At the point of hire, all new employees shall become members of the union as a condition of employment.

5.02 New Employees

The Employer agrees to inform all new employees that a collective agreement between the Union and the Employer is in-effect, and to provide an electronic copy to the employee upon commencement of employment. It shall be the responsibility of the Union to convey to new employees all other information concerning the Union.

Each worksite will have a copy of the CUPE Local 1281 collective agreement readily available for employees to access as needed.

- 5.03 The employer agrees to notify the Union, wherever possible, as to the scheduling of its staff orientation sessions. As part of that orientation, the Union will be allowed thirty (30) minutes to meet with the new bargaining unit members.

**Article 6: Union Dues**

6.01 **Check-off**

The Employer shall deduct from every Employee the amount authorized as union dues in accordance with the Local's by-laws, and assessments (excluding fines and penalties), from each pay cheque.

6.02 **Deductions**

Deductions, as provided for in Article 6.01, made from each payroll, shall be forwarded once per month, no later than the fifteenth day following the end of each month, to the Secretary-Treasurer of the Union. This payment shall be accompanied by a list of all employees from whose wages the deductions have been made, such list to include the following information: first name, last name, position, home address, salary, and amount of deduction.

6.03 **Dues Receipts**

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member the previous year.

6.04 **Membership Lists**

The Employer will submit an electronic list of the names of all bargaining unit members including bargaining unit members' first and last names, home address, job classification, wage, home phone number and email address. This list will be forwarded to the Local's office quarterly.

**Article 7: Labour/Management Committee**

7.01 At the request of either party, meetings will be held between representatives of the Employer and representatives of the Union to discuss any questions, excluding grievances, which may arise in connection with established procedures, as well as any suggestions relating to the operations of the Employer, or the relations between the two Parties to this Collective Agreement.

7.02 **Minutes of Meetings**

Minutes of each meeting of the Committee shall be prepared and signed as promptly as possible after the close of the meeting by the Joint Chairpersons. The Union and the employer shall each receive two (2)

signed copies of the minutes within five (5) working days following the meeting.

7.03 Union/Management meetings will happen at the request of either party.

**Article 8: Union Representation**

8.01 Authorization

No Employee or group of employees shall represent the Union in any meeting with the Employer without proper authorization of the Union. The Employer shall provide the Union with the names, addresses and telephone numbers of its personnel with whom the Union may transact business arising from this Agreement. The Union shall provide the Employer with the name(s) of the sub-local's steward(s) with whom the Employer may transact business arising from this Agreement.

8.02 The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees, in dealing or negotiating with the Employer. Upon prior notice, such representatives shall have access to the Employer's premises in order to assist in the settlement of grievances as defined in Article 9. Such access shall be granted only in the presence of a representative of the Employer.

8.03 Bargaining Committees

The Union and the Employer will advise each other of the names of the members of their respective bargaining committees at the commencement of negotiations for the renewal of this Collective Agreement.

8.04 Technical Information

The Employer and the Union agree, upon request, to make available to each other such non-confidential information in its possession which is reasonably required for collective bargaining purposes, or for the administration of this Collective Agreement.

8.05 Notice to the Union

Where notice or reply to the Union is required in the fulfillment of any clause of this Collective Agreement, such notice shall be in writing to the President of CUPE/SCFP Local 1281 at 225 A Carlton Street, Suite 302A; Toronto ON M5A 2L1. Failure to conform with this requirement shall nullify any Union violations of time limits which occur due to that failure.



**Article 9: Grievance Procedure**

9.01 Definitions

A grievance is defined as any difference arising between the employees or the Union, and the employer concerning the meaning, application or administration of this agreement. The employer recognizes the rights and duties of Union representation to prepare, and be involved in every aspect of the grievance procedure.

9.02 Grievance Procedure

A complaint shall not be considered a grievance, unless the aggrieved Employee has first given the immediate supervisor the opportunity to address 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 when the Employee ought to reasonably have become aware. Failing satisfactory resolution within five (5) working days after the complaint has been made, the matter may then be processed as a grievance.

If the complaint cannot be settled at this level, it shall be processed in the following manner. However, if both parties agree that Step I is redundant, the grievance would be put forward at Step II.

(a) Grievances shall be dealt with in the following manner:

(i) Step One

A grievance filed by one or more Employees or by the Union shall be submitted to the Employer. Where an individual files a grievance, the grievance must be signed by the sub-local steward or another official of the union or Local. The Local of the Union shall have carriage of the grievance. When filing a grievance, the sub-local steward (or other representative) shall send a copy of the grievance to the Chief Steward (or to the President, if the Chief Steward is in conflict of interest). The grievance shall be prepared in accordance with the form provided, and shall be submitted within and not after twenty (20) working days of the incident giving rise to the complaint.

The statement of grievance shall indicate the name(s) of the grievor(s), the facts giving rise to the grievance and indication by the specific reference to the provision or provisions of this Agreement alleged to have been violated, and shall indicate the

relief sought. The grievance shall be signed by the grievor(s) and a Steward or Union Representative.

The Employer's Representative shall reply in writing, within ten (10) working days, after receipt of the grievance.

(ii) Step Two

If the grievance is not settled at Step One, the Union and the grievor may, within ten (10) working days of receiving the Employer's reply at Step One, request a meeting with the Employer. The Employer shall meet with the Union and the grievor within ten (10) working days following receipt of such request.

The Employer shall submit her/his answer in writing to the Union and the grievor within ten (10) working days of such meeting.

(iii) Step Three

If the grievance is not settled at Step Two, the Union shall advise the Employer, within ten (10) working days of receipt of the decision of the Employer, of its intention to refer the grievance to arbitration under Article 9.04.

- (b) The time limits may be extended by mutual agreement.
- (c) Where no answer is given within the time limits specified herein, the Union shall be entitled to proceed to the next step of the grievance procedure.
- (d) The parties agree that the grievor will have access to a union representative at all stages of the grievance procedure.

9.03 Bypass of Step One

Disputes involving a question of general application or interpretation of the Collective agreement, grievances involving a group of Employees, grievances filed by the Union on behalf of **an** Employee, layoff or harassment grievances, matters which affect the Union as a whole or those initiated by the Employer shall be presented directly at Step Two.

9.04 Arbitration

- a) Both parties agree that any dispute or grievance which has been properly carried through all steps of the grievance procedure

outlined in article 9.2 may be referred to a single arbitrator or a board of arbitration.

- b) Where a grievance is referred to arbitration the union and the employer shall meet within fifteen (15) working days of notification of intent to proceed, to select an arbitrator.
- c) The arbitrator shall be requested, in writing, by the party requesting the arbitration, to set a place, time and date for the hearing within ninety (90) days of such request.
- d) If the arbitrator is unable to set a hearing within ninety (90) days stipulated, the union and employer shall meet within five (5) days of being advised by the arbitrator, to select another arbitrator or to extend the time limits.
- e) Where the Union and the employer are unable to agree upon a single arbitrator within fifteen (15) working days of meeting or where within fifteen (15) working days, no agreed arbitrator can be found who can set a hearing within 90 days, either party shall request, in writing, to the Minister of Labour that he/she appoint an arbitrator.
- f) The parties shall equally bear the fees and expenses of the arbitrator.
- g) In the event that either the Union or the employer desires appointment of a three party arbitration board, they shall notify the other party either at the time of notification of intention to proceed to arbitration or at the time of responding to the notice of arbitration or at the time of responding to notice of arbitration and shall notify the other party of the name of their nominee to a board of arbitration. Within fifteen (15) days of giving notice of arbitration, the nominees shall appoint a chairperson for the board. If the parties cannot agree on a chairperson, either **party** may refer to the matter to the minister of Labour for the appointment of a chairperson. Each party shall pay its own costs and expenses of the Chairperson.

#### 9.05 Authority of Arbitrator

The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore the provisions of this Agreement or any expressly written amendment or supplement mutually agreed to and attached to the Collective Agreement, or to extend its duration.

9.06 Grievance Mediation

If mutually agreed to, the grievance may be submitted to grievance mediation, without prejudice to the grievance and arbitration procedure, and the costs will be equally shared by the union and the employer. At no time will an employer representative act as a mediator.

**Article 10** **Discharge, Suspension and Discipline**

10.01 Just Cause

The Employer shall not discipline suspend or discharge any Employee without just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the employer.

10.02 Progressive Discipline

The employer accepts and gives effect to the principle of progressive discipline, and agrees that except in cases of extreme misconduct, discipline will proceed in stages (e.g. verbal warning, written warning, suspension(s), discharge). The employer recognizes that, prior to imposing discipline, an employee shall be given a reasonable opportunity to correct the situation about which there has been a complaint.

10.03 Warning of disciplinary action

The employer agrees that employees and the Union shall be notified in advance of any interview of a disciplinary nature and to indicate:

- i) the employees right to Union representation
- ii) the purpose of the meeting, including whether it involves the employee's personnel record
- iii) the employer and/or the Union shall have access before the meeting to the employee's personnel file.

10.04 Disciplinary Action

Disciplinary action by the Employer shall be initiated within twenty (20) business days (as defined in the Carleton University Undergraduate Calendar) from the date of the incident giving rise to the discipline or within twenty (20) business days from the day the Employer could reasonably have become aware of the circumstances giving rise to the discipline.

10.05 Confidentiality

The Employer and the Union agree that all correspondences and meetings related to discipline procedures and grievances shall be kept strictly confidential to the parties directly involved in the investigation and processing of the complaint.

10.06 Disciplinary files

- a) An employee's file may contain entries of a disciplinary nature and such files shall be deemed to be evidence of progressive discipline which may be used in any directly related grievance and arbitration.
- b) the record of a disciplinary action and matters forming the basis of or raised during such disciplinary action shall not be referred to or used against an employee after a period of twenty-four (24) months following such an action.
- c) An Employee shall have the right at any time to have access to and review her/his personnel file and shall have the right to respond in writing to any document contained therein. Such response shall remain on the file for as long as the document remains on the file.
- d) All personnel files shall be kept in a secure location on the employer's premises.

10.07 Right to Representation

An employee shall have the right to the presence of a union representative at all meetings with the employer involving matters that are disciplinary in nature or which are related to an employee's personnel file and/or the collective agreement.

**Article 11: Seniority**

11.01 Definition

Seniority as referred to in this Agreement, shall mean the length of continuous service an Employee has in the bargaining unit from the date of first hire. Seniority shall operate on a bargaining unit wide basis and shall be measured in months. Where seniority is equal as between employees, the date of first hire shall be used to determine which employee is more senior.

11.02 Seniority Lists

The Employer shall maintain a seniority list, showing classification and accumulated seniority. An up to date seniority list shall be sent to the Union in October and July of each year.

11.03 Loss of Seniority

An Employee shall lose seniority and employment shall be deemed to be terminated in the event:

- (i) he/she is discharged and is not reinstated through the grievance procedure;
- (ii) he/she resigns;
- (iii) he/she is absent for work in excess of three (3) consecutive scheduled days of work without notifying the Employer, unless such notice was not reasonably possible;
- (iv) he/she fails to return to work within seven (7) calendar days following a layoff after being notified to do so, unless unable to do so due to sickness or other approved leave. It shall be the responsibility of the Employee to keep the Employer informed of his/her current address;
- (v) he/she does not apply for or accept an offer of appointment in September, after failing to work in the months of May to August;  
or
- (vi) he/she is laid off for a period of more than one year.

11.04 Accumulation of Seniority

- a) Seniority shall not accumulate (will be suspended) in the months of May to August in the event the employee is not appointed to a position in the bargaining unit during that time period.
- b) **An** Employee shall continue to accumulate seniority for the duration of any leave of absence resulting from illness, disability or Workers' Compensation Board or as a result of any leave of absence, paid or unpaid, which is covered by the terms of this collective agreement or is provided by provincial or federal statute.

**Article 12: Hiring and Promotion**

12.01 Postings

When the Employer intends to fill a vacant position or a new position is created, the Employer shall notify the Union and employees on layoff in writing, and post notices in prominent places for a minimum of ten (10) working days so that Employees may be able to make written applications.

The Employer and the Union agree that in certain instances, a posted position may be temporarily filled for a period of not more than (4) weeks, pending the outcome of the hiring procedure. That period may be extended upon the agreement of both parties, and such agreement may not be unreasonably withheld.

12.02 Information in Postings

Postings shall include the following:

- a) nature of position;
- b) qualifications;
- c) required knowledge or education skills;
- d) wage;
- e) hours expected; and
- f) any other criteria determined by the Employer.
- g) The following phrase shall be on each job posting:

“CUSA values employment and educational equality and welcomes applications from diverse groups including (but not limited to) women; aboriginal people; people of colour; people with disabilities; international students; and gay, lesbian, bisexual, and transgendered people”

12.03 Staffing of Positions other than Service Centres, Clubs and Societies

One-half of all positions in each classification where there are two (2) or more employees, **per** Article 26.01, shall be awarded in order of seniority to applicants who worked in that classification within the previous four (4) months from the start date of the position.

This means that at least 50% of all positions in each classification shall be awarded by seniority from amongst those who apply.

Nothing in this article, or the Collective Agreement, shall act as a bar to prevent or discourage the re-hiring of employees with seniority in excess of 50% of the total number of positions that must be filled by seniority in each classification.

12.04 Staffing of Positions of Service Centre; and Clubs and Societies

In filling these positions, the current Employee shall be appointed unless that person has already been employed in this classification for the two immediately preceding, consecutive years or more. Upon completion of two or more consecutive years, the employee must re-apply for the position.

12.05 Training for Service Centre & Clubs & Societies

A training period of at least 2 days will be provided to all new employees to ensure proper introduction to the position. This training will include, but not be limited to, introduction to the executive committee and appropriate full-time staff, overview of CUSA administrative practices and an explanation of the area budget.

Further training can be requested by the employee at the end of the first training period. When and where possible, the training period for the new employee should overlap with the last week of the outgoing employee.

12.06 Union Notification

The Union shall be notified of all appointments, hirings, layoffs, recalls and terminations in writing.

12.07 Temporary Vacancies

In the event of a temporary vacancy of two months or less, the Employer shall:

- (a) first offer the available hours to employees in the same area and classification in order of seniority; and
- (b) if hours continue to be available, the Employer shall hire a temporary employee for the remaining hours/shifts without recourse to the job posting procedure.

**Article 13** **Layoffs, Recalls, Call-ins and Shift Reductions**

13.01 Layoffs

- a) When the Employer decides that circumstances require a temporary or permanent severance of an Employee's work relationship for the purpose of reducing the work force within a job classification, layoffs shall be in reverse seniority. Employees being laid off shall be notified in writing at least four (4) weeks in advance of the date of layoff. Where the Employer fails to provide proper notice under this section, the Employer shall pay in lieu of notice not given.
- b) This clause does not apply to reductions of personnel necessitated by events beyond the control of the Employer.



13.02      Recalls

- a)      Where a vacancy occurs in a classification following a reduction of personnel as a result of which an Employee has been laid off, and where an Employee retains seniority in accordance with Article 12, the Employee will be offered the opportunity to fill the vacant position in the following order:
- (i)      Employees on lay off within the classification by seniority;
  - (ii)     Employees on lay off in other classifications by seniority, subject to demonstrated qualification to fill the requirements of the position;
  - (iii)    In accordance with Article 12.
- b)      Employees being recalled shall be notified in writing two (2) weeks in advance of recall.

13.03      Call-Ins and Shift Reduction/Cancellations

Call-ins shall be on the basis of seniority. When the Employer decides to send an Employee home, or advise an Employee not to report for a scheduled shift, such action shall be taken in reverse seniority.

13.04      Exceptional Circumstances

In exceptional circumstances, the Employer may bypass an employee who otherwise has an entitlement under this Article on the basis of seniority. In such circumstances, the burden of establishing such a situation exists shall rest on the Employer.

**Article 14**      **Holidays**

14.01      Employees shall be given the following holidays with pay provided they fall during the term of appointment:

- New Year's Day
- Family Day
- Good Friday;
- Victoria Day;
- Canada Day;
- Labour Day;
- Thanksgiving Day;
- Christmas Day;
- December 26; and

- Such other days as are proclaimed as holidays by Federal or Provincial legislation provided that she/he works her/his regularly scheduled day of work preceding and following the holiday.

14.02 Employees shall be entitled to public holidays in accordance with the *Employment Standards Act 2000* of Ontario.

14.03 The Employer recognizes that an Employee may, for religious or other reasons, wish to observe certain other holidays than those listed in Article 14.01. In such cases, and subject to at least two (2) weeks advance notice to the Employer, the Employee shall be entitled to leave without pay for such purposes.

14.04 If a holiday falls within the vacation period assigned to or chosen by an Employee, she/he shall, in addition to her/his regular vacation pay, also receive an extra day's vacation in lieu of said holiday.

#### **Article 15: Vacations**

15.01 All Employees shall receive vacation pay in the following manner:

Upon hiring, all Employees shall receive 4% of gross earning in lieu of vacation.

Upon an Employee's third anniversary, the Employee shall receive 6% of gross earning in lieu of vacation.

NB. "No employee will be required to work during the Christmas or the Spring Break as designated by the Carleton University school calendar for that year".

15.02 Upon written approval of the employer, which shall not be unreasonably withheld, vacation must be taken in the year it is accrued. Any vacation time accrued not taken before the end of the year of employment in that classification will expire.

15.03 **Scheduling**

All requests for vacation schedules shall be made in writing to the Employer, indicating the dates being requested. Vacation schedules shall be granted on the basis of seniority.

15.04 Sick leave will be substituted for vacation where an illness or accident occurs while an employee is on vacation.

**Article 16: Sick Leave**

16.01 Sick Leave with Pay

Employees shall accrue two (2) hours sick leave for each month in which they work at least half of their scheduled shifts/office hours.

16.02 Medical Certificate

Employees may be required to provide a medical certificate for illness in excess of four (4) consecutive scheduled working days. The Employer assumes any expenses incurred by the employee resulting from said request up to a maximum of \$50.00.

**Article 17: Leaves of Absence**

17.01 Requests

- a) All requests for leave shall be made in writing to the Employer, indicating the time(s) and date(s) being requested and signed by the employee's immediate supervisor(s) indicating her/his approval. Any such request must be made at least two (2) weeks prior to the commencement of the leave being requested. No request for leave, made within two (2) weeks prior to the commencement of the leave, shall be denied for instances arising from events beyond the employee's control. The Employer will attempt to accommodate leave requests made with less than two (2) weeks notice and will not unreasonably deny such requests.
- b) Employees to whom Article 19.02(b) applies, may use accrued overtime in lieu of the leave provisions described in Article 17.

17.02 Union Leave

- a) Members of the negotiating committee shall be entitled to leave with pay for negotiation sessions with the employer up to and including conciliation where such meetings are held during working hours. With the permission of a supervisor, which shall not be unreasonably withheld, a steward shall be entitled to leave with pay to process a grievance. Leave shall be requested two working days in advance.
- b) When a union member wishes to attend a union meeting during working hours, he/she must inform her/his immediate supervisor at least twenty-four (24) hours in advance of the meeting. Where a meeting is arranged less than twenty-four(24) hours prior to its

commencement, an employee wishing to attend the meeting must inform her/his immediate supervisor as soon as possible prior to attending the meeting.

17.03

General Membership Meeting

- a) Upon written request at least five (5) working days in advance, leave without pay shall be granted to Employees attending the CUPE 1281 Annual General Membership Meeting or Convention, conference or seminars. Leave without pay up to a maximum of three (3) working days in a twelve (12) month period shall be granted to no more than five (5) Employees at any one time for attendance at other CUPE 1281 General Membership Meetings. There shall be a maximum amount of 25 days in the bargaining unit.
- b) Employees selected as delegates to conventions of the Union, or as delegates to conventions of the Canadian Labour Congress or Ontario Federation of Labour, shall be granted leave of absence without pay for the purpose of attending such conventions in accordance with the following conditions:
  - (i) Applications for leave for these purposes shall be made at least five (5) days before the day of leave is to commence;
  - (ii) The leave shall be for the period of the convention, plus traveling time to and from the appropriate locations.
- c) Upon receipt of reasonable advance notice, Employees selected as delegates to conferences or seminars of the Union, other than those contained in Article 17.03 (a) and (b), shall be granted leave of absence without pay for the purpose of attending such conferences or seminars.

17.04

Jury Leave

The Employer shall grant leave of absence to an Employee who serves or has been subpoenaed as a witness or as a juror in any court. The Employer shall pay such Employee the difference between his/her normal earnings and benefits and the payments he/she receives for jury service, excluding payment for traveling, meals, and other expenses.

Special Leavea) Bereavement Leave

When a member of his/her immediate family dies, an Employee shall be entitled four (4) days leave with pay. Pay shall be at the Employee's regular wage and no employee shall receive pay for any day that the Employee was not scheduled to work

For the purpose of this clause, immediate family is defined as parent, brother, sister, spouse, fiancé(e), children of the Employee or spouse, father-in-law, mother-in-law, common-law spouse (including same sex partner), grandparents, spouse's grandparents, step-father, step-mother, step-children, and relative permanently residing in the Employee's household or with whom the employee permanently resides.

b) Leave for Birth or Adoption of Child

(i) An Employee shall be granted leave with pay up to a maximum of one (1) day for the birth of his/her child. Such leave may be granted on the day before, day of, or day after the birth of the child, or on the day of the mother's admission to, or discharge from the hospital.

(ii) An employee shall be granted leave with pay up to a maximum of one (1) day on the occasion of his/her adoption of a child.

(iii) This Article is in addition to any entitlement under Article 17.07.

c) Preventative Health Care

An Employee shall be allowed to use sick leave with pay to engage in personal preventative medical or dental care-as per Article 17.01. Employees shall be required to schedule such appointments so as to minimize the duration of absence. Employees may be required to show proof of medical or dental care. Where possible, **an** Employee's use of such leave must be approved and reported to their immediate supervisor in advance.

d) Leave for Other Reasons

(i) Special leave is to cover emergency situations and is not meant to be of a continuous nature. Where conditions warrant, special leave with pay shall be granted when

circumstances not directly attributable to the Employee prevent the Employee from reporting to duty. It is agreed that the Employee is expected to make up the scheduled hours used as special leave.

- (ii) The principles to be followed can be summarized as:
  - a) The Employee must demonstrate that he/she attempted to take the necessary action to report to work, and;
  - b) Provide satisfactory evidence that conditions were beyond her/his control.
- e) No Employee shall be granted special leave during any period in which he/she is on leave of absence without pay, or under suspension.
- f) For the purpose of this Article, a day shall be considered as the employee's current scheduled work day.
- g) The Employer, at its discretion, may grant special leave in other circumstances.

17.06

Pregnancy Leave

- a) The Employer shall grant seventeen (17) weeks pregnancy leave on request in accordance with the *Employment Standards Act 2000* of Ontario.
- b) An Employee who applies for and is declared to be eligible to receive Employment Insurance benefits, is entitled to receive from the Employer while on parental leave:

For each two (2) weeks of waiting period provided for in the Employment Insurance Plan, a payment equal to 100% of the weekly gross salary.
- c) The Employee who applies for and is declared to be eligible to receive Employment Insurance benefits, is entitled to receive from the Employer while on pregnancy leave:
  - (i) For each of the two (2) weeks of waiting period provided for in the Employment Insurance Plan, a payment equal to 85% of weekly gross salary.

- (ii) For each of the weeks where the Employee received Employment Insurance Pregnancy Leave Benefits, complimentary payments equal to the difference between 85% of the weekly gross salary and the Employment Insurance payment received.
- d) Such payments will be made provided that the sum total of all earnings and payments received weekly by the Employee (including Employment Insurance Benefits, Supplementary University payments and all other employment earnings) does not exceed 85% of the normal weekly earnings.
- e) Supplementary pregnancy leave payments shall not be made by the Carleton University Students Association,
  - (i) Beyond an employment termination date;
  - (ii) Should Human Resources Development Canada disqualify the Employee from receiving Employment Insurance Pregnancy Leave Benefits.
- f) Should Human Resources Development Canada eliminate or reduce the payment of Employment Insurance Pregnancy 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 or Parental leave, the Employee can request, in writing, to continue to participate in the student benefit plan on a normal cost sharing basis. Benefits and benefit plan premiums will be based on nominal salary.
- h) Sick leave and annual leave credits shall continue to accrue while an Employee is on Pregnancy Leave.
- i) An Employee on approved pregnancy leave shall accrue seniority.
- j) Upon request, the Employee may be granted up to three (3) months leave of absence, without pay, in addition to the standard pregnancy and/or parental leave. Such permission shall not be unreasonably withheld. Upon return to work, the Employee shall be reinstated in her former position, or in a job of a least equal position, salary and seniority. 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.

This paragraph does not apply to replacement, term or temporary Employees.

- k) Where an Employee wishes to return from a pregnancy and/or parental leave of absence on a date earlier than indicated at time of request for such leave, the Employee shall provide at least four weeks notice of intent to return.

NOTE: Should legislation change such that an Employment Insurance Commission benefit for parental/maternity/adoption leave is provided but is referred to other than as is named in this article, then such benefit shall be recognized by this article.

17.07

Parental Leave

- a) The Employer shall grant to the employee on request thirty-five (35) weeks parental leave without pay, if the employee also took pregnancy leave, and thirty-seven (37) weeks without pay where no pregnancy leave was taken, in accordance with the *Employment Standards Act 2000* of Ontario.

- b) Employees who apply for and are declared to be eligible to receive Employment Insurance benefits, are entitled to receive from the Employer while on parental leave:

For each of the two (2) weeks of waiting period provided for in the Employment Insurance Plan, a payment equal to 100% of the weekly gross salary.

- c) Sick leave and annual leave credits shall continue to accrue while an Employee is on Parental Leave.
- d) An Employee on approved parental leave shall continue to accrue seniority.
- e) Where an Employee wishes to return from a parental leave of absence on a date earlier than indicated at time of request of such leave, the Employee shall provide at least four weeks notice of intent of return.

17.08

Workplace Injury Leave

An Employee shall be entitled to draw on sick leave credits pending a determination by the Workplace Safety Insurance Board (WSIB) as to the compensability of her/his claim. If the claim is accepted, the Employee



shall be placed on Workplace Injury Leave with pay, and sick leave credits shall be restored.

**Article 18: Payment of Wages and Allowances**

18.01 Paydays

The Employer shall pay wages on alternate Fridays, in accordance with Appendix 1. Each payday, each Employee shall be provided with an itemized statement of his/her salary and deductions.

The Employer may change, for efficiency, the method of paying wages to twice monthly and institute a direct deposit policy for paying Employees. This will require approval from the B.U. and shall not be unreasonably withheld.

18.02 Temporary Replacement Pay

When an Employee temporarily performs the duties of a higher-paying position, he/she shall receive the rate of pay for that classification after completion of one full-shift. When an Employee is temporarily assigned to a position paying a lower rate, his/her rate of pay shall not be reduced.

18.03 Mileage Allowance

Mileage rate paid to Employees using their own automobiles for the Employer's business, upon written approval of the Employer, shall be thirty cents (\$0.30) per kilometre.

18.04 Health Insurance

Effective September 1, 1998, the Employer agrees to reimburse all B.U. members, who enroll in the CUSA Health Plan, the CUSA health care premium. Such reimbursement will occur following verification by the University.

18.05 Uniforms

The Employer shall pay for up to a maximum of 2 uniforms that Employees are required to wear as required by the Employer and required by the terms of reference for their specific classification. Save and except special events.

18.06 Taxis

Where an employee:

- a) Is called into work on an emergency basis between 10:00 p.m. and 8:00 a.m. and/or;
- b) Works before or after public transportation is not available; and/or
- c) Where an employee is concerned about their personal safety;

The employer shall arrange for safe transportation agreeable to the Employee.

18.07 Travel per diems

All Employees on authorized travel shall be paid per diem of \$22.00 where meals are not provided and a per diem of \$11.00 where meals are provided. All other reasonable expenses shall be paid by the Employer. The above per diems can not be reduced but will be increased to coincide with per diem rates established by CUSA, INC.

**Article 19: Overtime Pay**

19.01 The normal hours of work for all Employees shall be in accordance with the Schedules as posted by the Employer.

19.02 a) Positions other than Service Centres, Clubs, and Societies

All time worked beyond thirty-five (35) hours in a week or on a holiday shall be considered as overtime and shall be paid at the rate of one and one half (1.5) times the regular rate.

Work performed on any of the holidays as defined in Article 14, shall be classed as overtime and paid at the rate of time and one half (1.5) times the regular rate in addition to the holiday pay. Employees shall not be required to be laid off during regular hours to equalize any overtime work.

b) Service Centres, Clubs and Societies Positions

Overtime shall be defined as any hours worked beyond the normally scheduled hours.

Overtime shall be compensated at the regular rate up to a maximum of thirty-five (35) total hours worked in one work-week.

Hours worked in excess of thirty-five (35) hours shall be paid at the rate of one and one half (1.5) times the regular rate. Work performed on any of the holidays as defined in Article 14, shall be classed as overtime and paid at the rate of one and one half (1.5) times the regular rate in addition to the holiday pay. Employees shall not be laid off during regular hours to equalize any overtime work.

Instead of cash payment for overtime, an employee may choose to receive time off at the rate at which it was banked, to a maximum of ten (10) days per year. Such time off may be accumulate to a maximum of five (5) days at any one time, and is to be taken at a mutually agreeable time.

Employees will not be required to work overtime hours unless it is for an event planned for their service centre.

19.03 Conference Overtime

It is understood by both parties that in those situations where Employees, with prior approval of the employer, attend an out of town conference or meeting on behalf of the employer, the following conditions apply:

- i. Employees may accumulate overtime for those hours spent attending the conference or meeting, with the prior written approval of the employer. Said overtime shall normally be taken as time-off in lieu of overtime pay at a time mutually agreed upon by both parties.
- ii. Travel time required going to and from the conference or meeting shall be recorded as part of normal working hours and shall not accumulate as overtime hours. Employees will make travel arrangements so as to prevent time in transit occurring outside of normal working hours.
- iii. Prior approval by the employer is required for attending all out of town conferences or meetings. The employee, when requesting approval to attend a conference or meeting, will provide an estimate of the number of hours which may exceed the normal work week.

**Article 20: Shiftwork**

20.01 The parties agree that all of the positions in the bargaining unit entail shiftwork. The Parties further agree that the employees shall not be assigned to shifts in a way as to interfere with their responsibilities as

students, in particular, no employee shall be required to work during hours in which she/he is required to be in class, or during examinations. Each employee shall be responsible for informing her/his immediate supervisor of her/his class and exam schedules.

20.02 Shift Selection

Two shifts per week, per Employee shall be assigned at the discretion of the Employer. In the assignment of remaining shifts to the Employee by the Employer, Employee's shall be given preference on the basis of seniority. The Employer reserves the right to schedule any employee due to operational requirements.

20.03 Reporting Pay

An Employee who reports to work as scheduled shall be paid for a minimum of three (3) hours. In the event of a shift cancellation, the Employer shall give a minimum of four (4) hours notice before the start of the scheduled shift and no reporting pay shall be granted.

20.04 Child Care Expenses

Employees with children who are required to work evenings and weekends shall be entitled to a reimbursement of childcare expenses up to a maximum of \$4.00/hr for the time such childcare is required around scheduled working hours, provided that receipts are provided.

20.05 Meals

Where an Employee is required to work beyond his/her regularly scheduled eight (8) hour shift, and he/she has not been given notice of such "extra hours" on the prior day or before, the Employee shall be entitled to a meal allowance not to exceed ten dollars (\$10.00).

20.06 Breaks

Each employee shall be allowed one (1) fifteen (15) minute paid rest period in each (4) hour work period which shall be scheduled as close to the mid-point of the four hour period as possible and such time shall be regarded as time worked. Each employee scheduled for a five (5) hour shift or more shall be allowed a one-half (1/2) hour meal period during each shift. Such meal period shall not be regarded as time worked. Any Employee who works during their one-half (1/2) hour meal break shall be paid for that break.

**Article 21: Job Descriptions**

The Employer shall prepare a new job description whenever a B.U. position, as defined in Article 3 is created or whenever the duties of such position change. When the duties of any such job are changed or increased, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. Such negotiations shall be concluded within ninety (90) days. If the parties are unable to agree on the job description, and/or rate of pay for the job in questions, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the Employer or the date of change in the job description.

**Article 22: Health and Safety**

**22.01 Employer's Responsibilities**

The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures both preventive and corrective, to protect the health and safety of employees.

Without limiting the generality of the foregoing, the Employer shall:

- i. Provide and maintain workplaces, equipment, work methods and tools that are safe and without risk to health;
- ii. Inform its employees and their Union representative of any situation relating to their work which may endanger their health or safety, as soon as it learns of the said situation;
- iii. Inform employees adequately regarding the risks relating to their work, and provide appropriate training and supervision so that the employees have the skills and knowledge necessary to safely perform the work assigned to them;
- iv. Ensure that the necessary investigations, inspections and analyses are carried out, and co-operate with any health and safety committee established in accordance with this article, when there are situations liable to endanger the health or safety of employees;
- v. Take, without delay, all the measures necessary to prevent or correct a situation liable to endanger the health and safety of employees, or liable to compromise the working environment, as soon as this situation is brought to its attention.

22.02 Health and Safety Committee

- a) A Joint Health and Safety Committee shall be comprised of two (2) representatives of the Employer and two (2) Employees appointed by the Union (one appointed by CUPE Local 3011 and one Union position appointed by CUPE Local 1281). The names of the members of this Committee shall be posted on the bulletin board.

This Committee shall meet in accordance with Occupational Health and Safety Act, and the "Terms of Reference" as developed by the Committee.

- b) The Health and safety Committee shall:
- (i) Make recommendations to the Employer to promote industrial safety, health and hygiene.
  - (ii) Study the monthly accident reports and make recommendations for the prevention of similar accidents.
  - (iii) Make recommendations concerning training and information programs.
  - (iv) Make workplace inspections in accordance with the Occupational Health and Safety Act.

**Article 23: Copies of Agreement**

23.01 Employer Obligation

Within ninety (90) days of ratification of this Collective Agreement, the Employer shall distribute one copy of the Collective Agreement to each Employee and to each new Employee within the first week of employment.

23.02 Costs

The costs of preparing copies of the Collective Agreement shall be borne equally by the parties.

**Article 24: No Strikes and Lockouts**

24.01 During the term of this Agreement, the Employer agrees that there shall be no lockouts and the Union agrees that there shall be no strikes.

24.02 In the event of a strike or lockout, failure to cross a picket line(s) where the safety of the Employee in question is compromised, shall not be considered a violation of this agreement and shall not be grounds for discipline.

**Article 25: Term of the Agreement**

25.01 Duration

This Agreement shall become effective on the date on June 1, 2007 and shall remain in effect for three (3) years, until May 31, 2011.

Either party to this Agreement may, within ninety (90) days prior to its expiration, present the other party, in writing, proposed terms of a renewal of this Agreement and/or amendments to the Agreement.

This agreement shall continue automatically for annual periods of one year unless either party notifies the other party in writing that it desires to amend the agreement. In the event that neither party serves notice to bargain, wage rates under this collective agreement will continue unchanged. Notice in writing shall be given within the ninety (90) day period prior to the date of expiry of this or subsequent agreements. Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

**Article 26: Status of Employees**

26.01 Employee Classifications

<u>Area of Employment</u>	<u>Classification</u>
Liquor Operations	- Assistant Bar Supervisors - Bartenders - Bar Assistants - Bar Security - Cook - Cashier - Coat check
Service Centres	- Co-ordinators
Clubs and Societies	- Commissioner
Building Operations	- Building Cleaners
Entertainment Productions Staff Store	- Concert Crew - Store Clerks

- Head Cashier
- Front Desk Staff
- Finance Office Clerk

Front Office

**NOTE**

Union agrees to remove the NUG position once the incumbent is no longer employed as the NUG Chair.

26.02 Temporary 3011 Assignments

Where an Employee is temporarily assigned to a position to replace an Employee whose assignment falls within the CUPE Local 3011 jurisdiction, such Employee shall be paid the entry rate of pay for the position as indicated in the Local 3011 Collective Agreement for the duration of the assignment.

26.03 Casual Employees

Articles 5, 12, 13, 14, 18, 21 and 23 do not apply to Employees hired for a fixed engagement of 30 hours or less or for employees hired for a period not longer than six (6) weeks to address operational needs at Haven Bookstore.

26.04 Probationary Period

- a) Newly hired Employees shall be considered to be a probationary status for a period of three (3) months from the date of hiring. The Employer and Union may, by mutual agreement, agree to extend the probationary period. During the probationary period, such Employees shall be entitled to all applicable rights and privileges of this Collective Agreement except with respect to discharge.
- b) The employment of such Employees may not be terminated in any way that is in bad faith, arbitrary or discriminatory.

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

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.

The Employer will ensure that a member of Career Services will meet with each classification group to determine those Employees' staff development and career planning objectives. Career Services will then provide training and assistance to facilitate the Employees meeting those objectives.



If the Employee requests time away from his/her scheduled shift(s)/office hours to attend the course she/he must obtain approval for absence from work from her/his supervisor in advance. The supervisor will take into account operational requirements. Approval will not be unreasonably withheld.

## Wage Rates

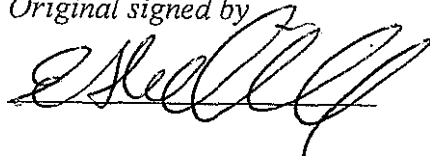
<u>Classifications</u>	<u>01-Sept-08</u> 2%	<u>01-Jun-09</u> 1%	<u>01-Jun-10</u> 1%
<u>Oliver's</u>			
Assistant <del>Bar</del> Supervisors	\$13.41	\$13.55	\$13.68
Bartenders	\$ 8.71	\$9.00	\$9.10
<del>Bar</del> Assistants	\$ 8.71	\$9.00	\$9.10
Bar Security	\$11.18	\$11.29	\$11.40
Cook	\$10.20	\$10.35	\$10.41
Cashier	\$10.34	\$10.45	\$10.55
Coat check	\$10.34	\$10.45	\$10.55
 <u>Roosters</u>			
Assistant Supervisors	\$13.41	\$13.55	\$13.68
Coffee Tenders	\$10.20	\$10.35	\$10.41
Cooks	\$10.20	\$10.35	\$10.41
 <u>Service Centres</u>			
Co-ordinators	\$11.68	\$11.80	\$11.91
 <u>Clubs and Societies</u>			
Commissioner	\$11.68	\$11.80	\$11.91
Deputy Commissioner	\$11.68	\$11.80	\$11.92
 <u>Building Operations</u>			
Building Cleaners	\$10.34	\$10.45	\$10.55
 <u>Entertainment Productions Staff</u>			
Concert Crew	\$10.34	\$10.45	\$10.55
 <u>Store</u>			
Store Clerks	\$10.34	\$10.45	\$10.55
Head Cashier	\$11.68	\$11.80	\$11.91
 <u>Front Office</u>			
Front Desk Staff	\$11.68	\$11.80	\$11.91
Finance Office Clerk	\$11.68	\$11.80	\$11.91

Dated at this 5 day of October 2009, in the City of Ottawa, Ontario, Canada.

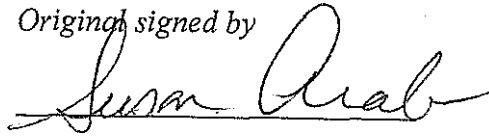
For the Employer,

For the Union,

Original signed by



Original signed by



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:lf/cope 491  
June 17, 2009

**Letter of Understanding No.1**

The parties recognize that during the Reading week and Christmas break (as defined by the Carleton University Calendar), CUSA services typically operate on a reduced schedule. Employees (other than service centre coordinators), who wish to work during these periods, must notify their supervisor at least two weeks in advance of the break. If work is available, the Employer will provide such work to those employees who have so notified the Employer. Where only limited work is available, and two or more employees request work, the assignment of such work shall be based on seniority.

Service Centre coordinators, and clubs and societies coordinators who need to work during these breaks in order to prepare for an event or to work on a project will notify the Employer of such a need at least two weeks in advance. The Employer, in consultation with the affected coordinator, will determine the number of hours, if any, that are needed. Approval shall not be unreasonably denied.

Dated at this *27<sup>th</sup>* day of *February* 2006, in the City of Ottawa, Ontario, Canada.

For the Employer,

For the Union,

*Original signed by*

*Original signed by*

*Carol Saab*

*Sean Vollick*

*Linda George*

*Susan Arab*

:lf/cope 491

June 17, 2009

**Letter of Understanding on New Haven Employees**

The Employer agrees to recognize all non managerial staff employed at Haven Books as member of CUPE Local 1281 as of May 1, 2010.

The employees will be paid the same rate as cashiers at the Unicentre Store unless a different wage is mutually agreed upon. Job Descriptions will be the same as for the Cashier Unicentre Store unless mutually agreed upon.

Dated at this 5 day of October 2009, in the City of Ottawa, Ontario, Canada.

For the Employer

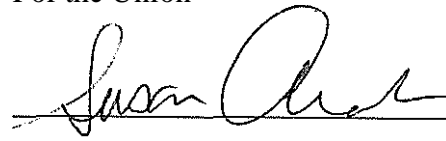


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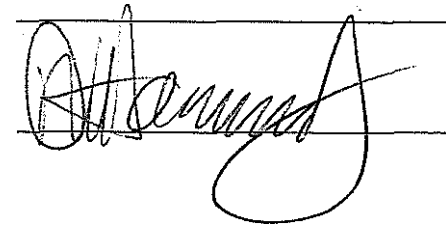
For the Union



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June 17, 2009