

# **COLLECTIVE AGREEMENT**

**between**

**University of Ottawa Students' Union (UOSU)**

**(referred to as the "Employer")**



**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its Local 4943**

***SCFP • CUPE***

**referred to as the "Union")**

**May 01, 2022 to April 30, 2025**

## Table of Contents

|   |    |
|---|----|
| ARTICLE 1 – PREAMBLE .....  | 3  |
| ARTICLE 2 – RECOGNITION AND NEGOTIATIONS .....  | 4  |
| ARTICLE 3 – NO DISCRIMINATION / HARASSMENT / VIOLENCE IN THE WORKPLACE.....               | 5  |
| ARTICLE 4 – UNION SECURITY AND CHECK-OFF OF UNION DUES.....                               | 8  |
| ARTICLE 5 – COPIES OF THE AGREEMENT .....   | 9  |
| ARTICLE 6 – FUNCTIONS OF MANAGEMENT .....   | 10 |
| ARTICLE 7 – LABOUR MANAGEMENT RELATIONS.....  | 11 |
| ARTICLE 8 – STRIKES AND LOCKOUTS .....  | 13 |
| ARTICLE 9 – GRIEVANCE PROCEDURE.....  | 14 |
| ARTICLE 10 – ARBITRATION.....   | 16 |
| ARTICLE 11 – DISCHARGE, SUSPENSION AND DISCIPLINE .....                                   | 17 |
| ARTICLE 12 – SENIORITY .....  | 18 |
| ARTICLE 13 – PROMOTING AND STAFF CHANGES.....   | 20 |
| ARTICLE 14 – LAYOFFS AND RECALL.....  | 27 |
| ARTICLE 15 – HOURS OF WORK.....   | 28 |
| ARTICLE 16 – COMPENSATORY TIME AND OVERTIME .....   | 29 |
| ARTICLE 17 – HOLIDAYS .....   | 31 |
| ARTICLE 18 – VACATION .....   | 32 |
| ARTICLE 19 – SICK LEAVE PROVISIONS .....  | 34 |
| ARTICLE 20 – LEAVE OF ABSENCE – WITHOUT PAY.....  | 35 |
| ARTICLE 21 – PAYMENT OF WAGES AND ALLOWANCES .....  | 39 |
| ARTICLE 22 – SEPARATION.....  | 40 |
| ARTICLE 23 – JOB CLASSIFICATION, RECLASSIFICATION AND EVALUATION.....                     | 40 |
| ARTICLE 24 – WAGES.....   | 41 |
| ARTICLE 25 – WELFARE BENEFITS .....   | 42 |
| ARTICLE 26 – TECHNOLOGICAL AND OTHER CHANGES .....  | 42 |
| ARTICLE 27 – JOB SECURITY .....   | 43 |
| ARTICLE 28 – UNIFORM AND CLOTHING ALLOWANCE .....   | 43 |
| ARTICLE 29 – GENERAL CONDITIONS.....  | 43 |
| ARTICLE 30 – PRESENT CONDITIONS AND BENEFITS .....  | 46 |
| ARTICLE 31 – COPIES OF THE AGREEMENT .....  | 46 |
| ARTICLE 32 – GENERAL .....  | 46 |
| ARTICLE 33 – TERMS OF AGREEMENT .....   | 47 |
| SCHEDULE “A” – FULL-TIME WAGE GRID.....   | 48 |
| SCHEDULE “B” – PART TIME WAGE GRID .....  | 49 |
| SCHEDULE “C” - UOSU Employment Equity – Voluntary Self-Identification Questionnaire ..... | 50 |
| MEMORANDUM OF UNDERSTANDING #1.....   | 51 |
| LETTER OF UNDERSTANDING .....   | 53 |

## **ARTICLE 1 — PREAMBLE**

**1.1.** Whereas it is the desire of both parties to this Agreement: to maintain and improve the harmonious relations and settle conditions of employment between Employer and employees. And whereas it is now desirable that all matters pertaining to the working conditions of employees be drawn up in an agreement.

### **1.2. Definitions**

**Employer:** University of Ottawa Students' Union / Syndicat étudiant de l'Université d'Ottawa-

**The Union:** Canadian Union of Public Employees (CUPE) and its Local 4943.

**Employee:** Any employee of the University of Ottawa Students' Union for whom the Canadian Union of Public Employees and its Local 4943 is recognized as the bargaining agent.

**"Official Hours"** means official regular hours for which an employee is hired/designated by the Employer to work.

**"Full-time employees"** are hired for official hours of thirty-five (35) hours per week. Only such employees are paid an annual salary and are eligible for benefits as per Article 25.

**"Part-time employees"** are hired for official hours of either twenty (20) hours per week (A-1's) or fifteen (15) hours per week (A-2's). A part-time employee must be a student who is registered at the University of Ottawa for at least one trimester of the academic year (September to August) in which they are employed. Proof of student status must be provided by the part-time employee upon request by the Employer. Unless specifically noted otherwise in the applicable posting, part-time A-2 employment runs until April 30 of each year, and employment status ceases at that time as per Article 13.10.

**"Permanent employee"** means a person who has completed the probationary period and is employed on a regular scheduled basis, either full-time or part-time subject to Article 13.10 and the definition of "Part-time Employee" as above.

**"Temporary employee"** means a person who is employed for a period of less than two (2) consecutive months.

**"Trimester"** means a length of four (4) consecutive months concurrent with any of the University of Ottawa summer (spring and summer terms combined), fall and winter academic periods.

**"Crisis Services":** are any services offered by UOSU where staff may be called to assist students experiencing emotional, physical or psychological distress.

**"Executive Committee":** Members of the UOSU elected to the Executive Committee (known as Commissioners), per the UOSU Constitution.

“Management Team”: Any employee of the UOSU for which the job responsibilities are to manage and accomplish tasks through the work of other employees, including, but not limited to: Executive Director, Communications Director, Finance Director, Business Director, HR Manager and Services Director.

## **ARTICLE 2 — RECOGNITION AND NEGOTIATIONS**

**2.1.** The Employer recognizes the Canadian Union of Public Employees and its Local 4943 as the sole and exclusive collective bargaining agent for all employees of the University of Ottawa Students’ Union, save and except members of the Executive, Committee (known as Commissioners), Management Team, and temporary employees as defined in Article 1.2.

**2.2. Contracting out**

In order to provide job security for the members of the bargaining unit, the Employer agrees that no employee shall be laid off or have their regular hours of work reduced as a result of the Employer contracting out work to persons not in the bargaining unit, whether or not such persons are paid or unpaid.

**2.3. No other agreements**

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement or may cause a loss of membership in the Union. Notwithstanding the foregoing, it is agreed that, with Union involvement and consent, individual agreements may be entered into to respond to and address individual circumstances that may arise from time to time.

**2.4. Work Study program**

Upon request from the Employer, a part-time employee will follow the necessary steps in order to apply for an UOSU position in the Work Study program of the University of Ottawa. No employee shall lose their employment or have their hours of work reduced as a result of not being accepted into the Work Study program.

## **ARTICLE 3 — NO DISCRIMINATION / HARASSMENT / VIOLENCE IN THE WORKPLACE**

### **3.1. No discrimination in employment**

It is agreed that:

- 3.1.1. In accordance with the provisions of the Ontario Human Rights Code, every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex (including gender identity and pregnancy), sexual orientation (including sexual preferences or practices), age, record of offences, marital status, family status or disability (covering a broad range and degrees of conditions, some visible, some not).
- 3.1.2. The Employer shall also not discriminate against employees on the basis of financial status, physical size, or employment within a marginalized industry (including sex work industry).

### **3.2. No harassment in employment**

It is agreed that:

- 3.2.1. In accordance with the provisions of the Ontario Human Rights Code, every person who is an employee has a right to be free from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex (including gender identity and pregnancy), sexual orientation (including sexual preferences or practices), age, record of offences, marital status, family status or disability (covering a broad range and degrees of conditions, some visible, some not).
- 3.2.2. The Employer shall also not tolerate harassment of employees on the basis of financial status, physical size, or employment within a marginalized industry (including the sex work industry).

### **3.3. Harassment because of sex in workplace**

- 3.3.1. Both parties agree that, in accordance with the provisions of the Ontario Human Rights Code, every person who is an employee has a right to freedom from harassment in the workplace because of sex by the Employer or anyone under the Employer's jurisdiction including bargaining unit members, probationary employees, contracted employees, outside contractors, visitors, volunteers, or clients.

3.3.2 Furthermore, both parties agree that, in accordance with the provisions of the Ontario Human Rights Code, every person has a right to be free from,

(a) A sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome;

and

(b) A reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person whether inside or outside of working hours.

3.3.3. In a case where an employee notifies management of a situation in which they, the employee, have rejected a sexual solicitation from a person in a position to confer, grant, or deny a benefit or advancement to them and the employee's ability to work is affected by this experience, the Employer will take reasonable steps to address the situation, having regard to their duties under the Ontario Human Rights Code.

#### **3.4. Workplace violence and harassment**

The Employer will comply with all applicable concerning violence and harassment in the workplace, including but not limited to the Section 32.0 of the Occupational Health & Safety Act of Ontario.

#### **3.5. Harassment because of gender identity**

3.5.1. Both parties agree that every person who is an employee has a right to freedom from harassment in the workplace because of gender identity by the Employer or anyone under the Employer's jurisdiction including bargaining unit members, probationary employees, contracted employees, outside contractors, visitors, volunteers, or clients.

3.5.2. Furthermore, both parties agree that every person has a right to be identified, in the course of day to day employment interactions, according to their chosen name and gender pronouns. It is also understood and agreed that such right is subject to requirements that may be legally required for identification purposes.

3.5.3. In a case where an employee notifies management of a situation in which their right in Article 3.5.2. has been violated, the Employer will take reasonable steps to address the situation.

**3.6. Reasonable measures to be taken**

- 3.6.1. In the case that an employee experiences one or more acts of discrimination, harassment, or violence in the workplace as outlined in Article 3, the Employer will take reasonable and appropriate actions to address the circumstances.
- 3.6.2. If requested by the Employer, the employee may be required to explain the applicable details as applied to the impact on the employee's ability to work.

**3.7. Duty to Accommodate**

Once an employee discloses to the Employer their need for an accommodation the Employer must immediately acknowledge the request and get back to the employee within 5 business days in order for the employee to regain full functionality at work. The Employer has a duty to accommodate the needs of employees to the point of undue hardship, to make sure they have equal opportunities and equal access. The employee shall have the right to work from home or in a space where their accommodations are met until the Employer fulfills their request.

**3.8 Health and Safety Committee**

It is in the mutual interest of the Union and the Employer to promote health and safety in the workplace and to prevent the occurrence of workplace injuries. The parties agree that employees have the right to a safe and healthy environment and agree to promote health and safety.

The Employer and the Union acknowledge the Employer-Employee Joint Health and Safety Committee (JHSC). The Employer shall comply with the Ontario Occupational Health and Safety Act, R.S.O. 1990, c.O.1 as amended from time to time.

The UOSU agrees to accept as a member of its Joint Occupational Health and Safety Committee representatives selected or appointed by the Union from amongst bargaining unit employees, consistent with the Terms of Reference of the Committee. The Union shall notify the Employer, in writing, of the names of its representatives on this Committee.

Two of the members of a committee shall co-chair the committee, one of whom shall be selected by the representatives who represent workers and the other of whom shall be selected by the representatives who exercise managerial functions.

The Terms of Reference shall be discussed and agreed to by the JHSC and such Terms shall be posted in the workplace.

The Committee has an obligation to inspect the workplace on a regular basis, and to provide recommendations to the Employer with respect to health and safety issues in the workplace.

All time spent by a worker representative on the JHSC to carry out duties under the Occupational Health and Safety Act shall be paid at the regular or premium rate as may be proper. At no time will the worker representative receive less remuneration than what is required under the OHS sections 34 and 35.

The Joint Health and Safety Committee shall be notified of all complaints of workplace sexual violence.

## **ARTICLE 4 — UNION SECURITY AND CHECK-OFF OF UNION DUES**

### **4.1. Union security**

The Employer shall deduct from the pay of every employee in the bargaining unit the membership dues of the Union and the Union shall inform the Employer of the amount to be so deducted before December 31 of each year.

### **4.2. Check-off payments**

- (a) The Employer shall deduct from the pay of every member of the bargaining unit dues and/or assessments, as designated by the Union. Deductions made during each month shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month accompanied by a list of employees from whom the deductions have been made. The list will include names, addresses, position title and amount of deduction.
- (b) The Employer shall provide on each employee's T-4 slip, the amount of such deductions in the preceding taxation year.
- (c) The Union agrees to indemnify and save harmless the Employer against any claim or liability arising out of the application of this article.

**4.3 Notification of new hires**

The Union shall be notified via e-mail, of the full name, position and employment status (full-time, part-time, and casual), start date and work location of all employees hired into the bargaining unit within fifteen (15) days of their first day of employment. The Union shall also be provided contact information for each new hire (e-mail & cell number) if it is made available to the employer.

**ARTICLE 5 — COPIES OF THE AGREEMENT**

**5.1. Copies of agreement**

On commencing employment, an electronic copy of this Agreement shall be provided by the Employer to each new employee, in French or English (depending on preference), and at the same time, the Employer shall notify the new employee of the name of their Steward or Local Union Officer. The Union shall identify to the Employer, in writing, on or before September 1 of each year, the name and contact information of the Local Steward(s) and Local Union Officers.

**5.2.** It shall be the responsibility of CUPE Local 4943 to convey to new employees all information concerning CUPE Union rights, privileges, and processes.

## **ARTICLE 6 — FUNCTIONS OF MANAGEMENT**

### **6.1. The Union acknowledges that it is the exclusive function of the Employer to:**

- (a) Maintain order, discipline, and efficiency;
- (b) Hire and determine the ability of employees, including selecting the qualifications and number of employees required;
- (c) Suspend, dismiss, or otherwise discipline employees;
- (d) Transfer, promote, or demote employees;
- (e) Lay off employees for lack of work or for financial reasons;
- (f) Introduce new or different methods, equipment, materials, or facilities, including automation and other technology to be used;
- (g) Establish, maintain, or change policies, practices, rules, procedures, standards, and regulations for the conduct and quality of the organization and for the conduct and efficiency of employees, including work and workplace rules, and attendance requirements. Such policies will comply with all applicable legislation.
- (h) Inform the employees of who the Human Resources representatives are and the benefits available to them upon beginning of employment.
- (i) Provide and maintain, when necessary and at no cost to the employee, any equipment required for the performance of the employee's duties at work.
- (j) Effectively communicate with employees regarding important information such as, but not limited to: events, hirings, timelines, meetings, official documents (for example legal documents, contracts, policies), etc. The Employer will endeavour to reply in writing within three (3) working days to any written request from an employee regarding these communications.

## **ARTICLE 7 — LABOUR MANAGEMENT RELATIONS**

### **7.1. Representation**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will supply the Union with the name of the appointed officer of the Corporation with whom the Union may be required to transact business.

### **7.2. Labour Management Committee**

A Labour Management Committee shall be appointed and consist of not more than four (4) appointees of the Union and four (4) appointees of the Employer. Each party will advise the other of their appointees to the Committee prior to the Labour Management meetings.

### **7.3. Function of the Labour Management Committee**

The purpose of the Labour Management Committee will be to improve communications between the parties and to provide a forum for the discussion of matters of mutual concern in the interests of improving the Employer's services and of safeguarding the welfare of its employees.

### **7.4. Meetings of the Labour Management Committee**

The Labour Management Committee shall meet at mutually agreeable times and places. Members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting in writing, unless mutually agreed otherwise. Employees shall not suffer any loss of pay for time spent during work hours with this Committee.

### **7.5. Chairperson of the meeting**

An Employer and a Union Representative shall be designated as Joint Chairpersons and shall alternate in presiding over the meetings.

### **7.6. Minutes of the Labour Management Committee 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 ten (10) working days following the meeting.

### **7.7. Jurisdiction of the Labour Management Committee**

The Committee shall not have jurisdiction over wages, grievances, or any other matter of collective bargaining including the administration of this Collective Agreement.

**7.8. Time off for meetings**

Any representative of the Labour Management Committee, Health and Safety Committee, or Grievance Committee who is in the employ of the Employer shall have the privilege of attending Committee meetings with the Employer held within working hours without loss of remuneration.

**7.9. 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:

- (a) Provide and maintain workplaces, equipment, work methods and tools that are safe and without risk to health;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) 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 environment, as soon as this situation is brought to its attention.
- (f) Ensure that no employee shall be required to act in a manner which constitutes a health or safety hazard.
- (g) Agree to not discipline any employee for refusal to perform work where the employee has acted in compliance with the Occupational Health and Safety Act.

**7.10. Bargaining**

**7.10.1. Bargaining Committee**

A Bargaining Committee shall be appointed and consist of not more than five (5) members of the bargaining unit and five (5) members from the Employer. Each party will advise the other of their nominees to the Committee. Each party is responsible for the compensation of its representative on the bargaining committee.

**7.10.2. Assistance in negotiations**

Both parties shall reserve the right to have outside assistance when dealing or negotiating with each other.

**7.10.3. Meeting of the Bargaining Committee**

In the event either party wishes to call a meeting of the Bargaining Committee, the meeting shall be called in writing and held at a time and place fixed by mutual agreement.

**ARTICLE 8 — STRIKES AND LOCKOUTS**

**8.1.** There shall be no strikes, lockouts, work stoppage, or slowdowns during the life of this Agreement.

**8.2. Crossing picket lines**

**8.2.1.** Employees shall not be required to cross picket lines of on-campus unions.

**8.2.2.** Employees shall not be required to cross picket lines of any union to report to the workplace where doing so would present a safety risk to them under the Occupational Health and Safety Act.

**8.2.3.** Where an employee does not cross a picket line for one of the above-noted reasons, the employee must notify the Employer in advance of their shift of the fact that they will not be reporting to the workplace due to this reason and the Employer shall arrange for an alternate location from which work will be done.

## **ARTICLE 9 — GRIEVANCE PROCEDURE**

### **9.1. Recognition of Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances the Employer acknowledges the right of the Union to appoint a Grievance Committee. An employee is entitled, upon request, to be accompanied by a member of the Grievance Committee at all disciplinary interviews and at each stage of the grievance procedure. The Employer shall notify the employee of their right to be accompanied by a member of the Grievance Committee at these disciplinary interviews. Both the Employer and the Grievance Committee shall identify their representatives prior to each meeting and stage of the grievance process.

### **9.2. Grievance Committee**

The Union shall notify the Employer in writing of the names of the Grievance Committee.

### **9.3. Permission to leave work**

The Employer agrees that the members of the Grievance Committee shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in the Article. The Union understands and agrees that each member of the Grievance Committee is employed to perform work during scheduled working hours except to perform their duties under this Article. A Committee Member shall obtain permission from their supervisor to leave their work in order to meet with the Employer. Absence from work shall commence at a mutually acceptable time. Such permission shall not be unreasonably withheld. In the case permission is withheld, the reasons must be provided to the Union representative in writing. The Union representative and/or the grievor will return to work without delay and shall notify their supervisor of the time that they return to work.

### **9.4. Definition of grievance**

A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee(s) affected or the Union arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

## **9.5. Settling of grievance**

The Employer and employees must agree that the following process be consistently done adhering to the principles of good faith:

### **(a) Step 1:**

It is understood that an employee has no grievance until the employee has first given the Employer the opportunity of adjusting the complaint. Such complaint shall be discussed within twenty (20) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. After the discussion, the Employer shall confirm the response in writing within ten (10) working days. Failing settlement, it may be taken up as a grievance.

### **(b) Step 2:**

The Union may submit a grievance in writing within ten (10) working days after the decision in Step 1 to the Employer, who shall render its decision within ten (10) working days after the receipt of such notice.

### **(c) Step 3:**

Failing satisfactory settlement being reached at Step 2, the Union may, within fifteen (15) working days of the Employer's decision at Step 2, notify the Employer in writing of its intention to refer the dispute to arbitration.

## **9.6. Elimination of Step 1**

Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs or where a grievance involves a group of employees or is a matter which affects the Union as a whole, the grievance may be presented at Step 2 of the grievance procedure. Grievances concerning layoff, recall or those initiated by the Employer shall proceed directly to Step 2.

## **9.7. Replies in writing**

Replies to grievances shall be in writing at all stages.

## **9.8. Facilities for grievances**

The Employer shall supply the facilities for the grievance meetings.

## **9.9. Supplementary agreements**

Supplementary agreements, such as Letters of Understanding, shall form part of this Agreement and are subject to the grievance and arbitration procedure.

**9.10. Failure to act within limits**

Failure of the grievor or the Union to process a grievance to the next step in the Grievance Procedure within the time limit specified shall result in the grievance being considered abandoned. Such abandoned grievances shall not be deemed to have prejudiced the grievor or the Union on any future similar grievance.

**9.11. Negotiated resolutions**

Notwithstanding the foregoing, the parties may, at any point during the grievance process, whether before or after the grievance is referred to arbitration, agree to attempt to negotiate a resolution to the grievance. In such instance, in order for applicable timelines to be waived, the parties must expressly agree, in writing, to waive such timelines and substitute them with new ones. The new timelines substituted shall then be “read in” to the Collective Agreement as constituting mandatory timelines as per Article 9.10 of this Agreement.

**ARTICLE 10 — ARBITRATION**

**10.1. Referral to arbitration**

Where the grievance has not been resolved, it shall be referred to arbitration. The Arbitrator shall be selected and assigned by agreement of both parties. If there is failure to appoint an Arbitrator within fifteen (15) days, the Minister of Labour, upon request of either party, may appoint the Arbitrator, and any person so appointed by the Minister shall be deemed to have been appointed in accordance with the Collective Agreement.

**10.2. Time**

The Arbitrator appointed by the parties shall commence to hear the matter referred within ninety (90) days of their appointment.

**10.3. Extending time limits**

The time limits fixed in both the grievance and arbitration procedure as well as for the commencement of the hearing of the matter (10.2) may be extended by written consent of the parties to this Agreement. Such consent shall not be unreasonably withheld.

**10.4. Site**

The hearing will take place at a site mutually acceptable to the parties. Failing agreement, the Arbitrator shall select the site.

**10.5. Decision of the arbitrator**

The decision of the Arbitrator shall be final and binding and enforceable on all parties.

**10.6. Board of Arbitration**

Upon agreement of both parties, the matter may be heard by a Board of Arbitration in which case both parties will have ten (10) days to submit the name of its nominee to the other party. The two (2) nominees shall then meet to select an impartial Chairperson.

**10.7. Cost sharing**

The Employer and the Union shall each pay one-half (½) of the expenses of the Arbitrator or, in the case of a Board of Arbitrators, the expenses of the nominee it appoints plus one-half (½) the expenses of the Chairperson.

**ARTICLE 11 — DISCHARGE, SUSPENSION AND DISCIPLINE**

**11.1. Just cause**

The Employer shall not discipline, suspend or discharge an employee who has passed their probationary period, except for just cause.

**11.2. Records of discipline**

All warnings need to be put in writing and, on request, communicated to the Employee, in a manner that takes into account their disability. In all circumstances, after the probationary period, the progressive steps will be followed by UOSU in disciplining its employees, any response by the Employee to such warnings shall become part of the Employee's file.

**11.3. Adverse report**

- (a) All letters of censure, or reprimand shall be placed on an employee's file.
- (b) A copy of such letter shall be forwarded to the Union and to the employee within three (3) days of the date of the letter. The employee will be informed of their right to respond to such a letter, and that their response will be added to their Employee file.
- (c) Letters of censure or reprimand which are not placed upon the employee's file shall not be considered in connection with any disciplinary action or future promotional opportunity.
- (d) Where an employee maintains a record free from discipline for a period of sixteen (16) months, all letters of censure or reprimand shall be removed from their file, shredded and not relied upon in disciplinary action or future promotional opportunity.

## **ARTICLE 12 — SENIORITY**

### **12.1. Seniority defined**

12.1.1. Seniority is defined as the length of service with the Employer from the first day worked.

12.1.2. Seniority shall not accrue during inactive periods of employment or between terms of employment. However, subject to Article 12.4, seniority shall not be lost during such periods.

Where there is more than one employee with the same start date, the Employer will place these employees in order of seniority based on the date and time the employee accepted their job offer.

“Inactive periods of employment” shall mean any period during which an employee is not actively at work for more than a two- (2) week consecutive period (other than for vacation leave, statutory leaves, and holiday periods).

“Between terms of Employment” shall mean any period during which the employee is not employed by the Employer.

12.1.3. Seniority and equity shall be the sole factors in determining preference or priority for promotions, transfers, demotions, layoffs and recalls provided that the employee is qualified for the position.

### **12.2. Seniority list**

The Employer shall maintain a seniority list showing the date upon which each employee’s service commenced. An up-to-date seniority list shall be sent to the Union in January and June of each year.

### **12.3. Probation of newly hired employees**

- 12.3.1. Newly hired employees shall be considered on a probationary basis for a period of three (3) months for part-time employees and four (4) months for full-time employees from the first day of employment. A probationary period may be extended by the mutual agreement of the parties to a maximum of one (1) additional month. An employee may also, in the Employer's discretion, be confirmed before the probationary period is completed.
- 12.3.2. During the probationary period, employees shall have no seniority rights but after completion of the probation, seniority shall be effective as of the first day of employment.
- 12.3.3. Probationary employees may be discharged or disciplined at any time during their probationary period without recourse to the grievance procedure, except for the purpose of determining whether such discipline/discharge has been invoked for arbitrary, discriminatory or bad faith reasons.
- 12.3.4. During the probationary period, upon written request from the employee, the Employer will conduct a performance review once in the probationary period.
- 12.3.5. During the probationary period, employees shall enjoy all the rights and privileges of this Agreement, except the rights to grieve discipline or discharge from employment, which shall be limited as per 12.3.3. of this Agreement.

### **12.4. Loss of seniority**

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff or leave of absence approved by the Employer. An employee shall lose their seniority and their employment shall be deemed terminated in the event:

- (a) They are discharged for just cause and are not reinstated;
- (b) They resign or retire;
- (c) They are absent from work in excess of three (3) calendar days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- (d) They fail to return to work within ten (10) working days following layoff recall notice unless through sickness or other just cause;
- (e) They fail to return to work upon expiration of a leave of absence;
- (f) The employee is not employed for a period equivalent to three (3) trimesters;

- (h) The employee is absent from work due to illness or injury for a period twenty-four (24) months or more, subject to the Employer's obligation to accommodate the employee;

It shall be the responsibility of the employee to keep the Employer informed of their current address and phone number.

**12.5. Transfers and seniority outside the bargaining unit**

No employee shall be transferred to a position outside the bargaining unit without their consent. If any employee is transferred to a position outside of the bargaining unit they shall retain their seniority acquired at the date of leaving the bargaining unit and will not accumulate any further seniority. If, within a period of six (6) months from the date of transfer, such an employee wishes to return to the bargaining unit the Employer shall place them in a position consistent with the pay grade of the position they were in directly prior to being transferred out of the bargaining unit. Should the employee not return to the bargaining unit within a period of six (6) months from the date of transfer, their seniority will be forfeited.

**ARTICLE 13 — PROMOTING AND STAFF CHANGES**

**13.1. Job posting**

- (a) When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit the Employer shall notify the Union in writing.
- (b) When a vacancy occurs or a new position is created, the vacancy shall be posted online for a minimum of two (2) weeks. Student body and all undergraduate students are to be advised by social media and through UOSU website, and an email will be sent out to all employees, in order that all members will know about the position and be able to make written application.
- (c) Exceptionally, a position might be posted for a period of one (1) week internally in which case the Employer shall communicate the opening by e-mail through the regular employee mail list.
- (d) It is the responsibility of the applicant to ensure their personal information is updated whenever there are changes to job application documents provided (email, resume, cover letter, postal address, etc.). All employees must regularly monitor their emails and look at the UOSU website to remain aware of job postings as per article 13.1.a). UOSU will not be held responsible if the application is not submitted within the expected deadlines.

- (e) It is the responsibility of the applicant to ensure their personal information is updated whenever there are changes to job application documents provided (email, resume, cover letter, postal address, etc.). All employees must regularly monitor their emails and look at the UOSU website to remain aware of job postings as per article 13.1. a). UOSU will not be held responsible if the application is not submitted within the expected deadlines.

**13.2. Notification**

The Union shall be notified in writing of the appointment, hiring, layoff, transfer, recall or termination of any employee within five (5) working days.

**13.3. Information in postings**

All job postings shall contain a notification that the UOSU “is hiring”, the name of the positions for which it is hiring, and the following information: nature of the position, whether the position is within the bargaining unit, qualifications, required knowledge and education, skills, shift, wage or salary range or rate and the department into which the position falls. The same information shall also be contained on the online posting and any emails to employees. Reception shall make available other accessible formats upon request.

**13.4. Consultation in hiring process**

13.4.1. Prior to hiring employees, the Employer shall request and in good faith consider any information provided pertaining to relevant skills, abilities, and experiences, of the candidate to be hired, that would be beneficial to the team and UOSU.

13.4.2. The final decision in hiring is still the exclusive right of the Employer.

**13.5. Role of equity and seniority in appointments, postings, and transfers**

- 13.5.1. The UOSU and the Union welcome the contributions that individuals from diverse communities bring to our organization and mutually recognize the inherent value of hiring of persons from groups who have historically faced systemic barriers to employment ["Equity Considerations"]. A non-comprehensive list of these groups includes: women, persons of colour/racialized persons, indigenous persons, persons living with a disability/disabilities, LGBTQA2S+, trans or gender non-conforming persons and persons with international student status, ["Equity Groups"].
- 13.5.2. Applicants from Equity Groups are encouraged to complete an Equity Form (attached at Schedule "C" hereto – UOSU Employment Equity – Voluntary Self-Identification Questionnaire) each time they apply for a position. It is understood, however, that employees need only complete the Equity Form once and such form shall remain on file to be considered for all job postings applications.
- 13.5.3. Both parties recognize that job opportunity should increase in proportion to length of service, while also prioritizing equity-based hiring. In cases of appointment, transfer and promotion, seniority and equity shall be the sole determining factors provided that the Employee is qualified for the position.
- 13.5.4. Where a candidate who is already a full-time (respectively, part-time) employee identifies with one or more equity-seeking groups, as defined in Article 13.4.1, and completes the Equity Form accordingly, the candidate shall be considered to have two months' (respectively one month's) additional seniority (beyond existing seniority) for each marginalized identifier as reflected in their Equity Form.
- 13.5.5. Where a new applicant for employment identifies with one or more equity-seeking groups, as defined in Article 13.4.1 and completes the Equity Form accordingly, the candidate shall be considered to have one month's seniority for each marginalized identifier as reflected in their Equity Form.
- 13.5.6. The above calculations of seniority in 13.4.4 and 13.4.5 are exclusively for the purpose of filling vacancies.

**13.6. Trial period**

The successful applicant shall be placed on a trial period for three (3) months. The trial period may be extended by a mutual agreement of the parties to a maximum of four (4) months. If this trial period is interrupted, the employee has the right to have the previous trial period counted. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself/herself unable to perform the duties of the new job classification the following shall apply:

- (a) They will be reinstated in their former position, if available, or failing which;
- (b) They will be returned to another position with the equivalent salary as their previous position without loss of seniority or failing which;
- (c) They will be returned to layoff status, if that was their status at the time they accepted the position

During the trial period, upon written request from the employee, the Employer will conduct a performance review on one occasion.

**13.7. Language training**

13.7.1. The Employer may require that an applicant possess a specified level of French/English bilingual language proficiency, under the Official Languages and Bilingualism Institute of the University of Ottawa. When this is unavailable or inappropriate, testing shall be performed by a neutral, third-party organization that is unrelated to the UOSU.

13.7.2. Where the Employer deems that an applicant has not attained the required level of language proficiency, at the time of hire, the Employer may in its sole discretion, opt to hire the employee conditionally and allow them a specified period of time in order to meet the specified proficiency.  
(The Union shall in no instance be entitled to grieve the Employer's decision to offer or not offer the condition of hire to a prospective employee.)

13.7.3. The Employer has the sole discretion to determine the level of French/English bilingual language proficiency of an applicant prior to the offer of hire with or without the condition. At the conclusion of the "specified period of time", the employee must pass the specified level testing under the Official Languages and Bilingualism Institute of the University of Ottawa.

- 13.7.4. Should the Employer opt to offer this condition of hire to a prospective employee:
- (a) The Employer shall specify to the employee the level of proficiency and period of time allowed to meet it;
  - (b) The Employer shall advise the employee that reasonable accommodation in accordance with the *Human Rights Code* shall be made available on request, in respect of protected grounds under the *Human Rights Code* and those articulated in Article 3;
  - (c) The applicant shall have a period of forty-eight (48) hours to determine if they wish to accept the conditional offer.
- 13.7.5. If the applicant does not accept the condition of hire, they shall not be hired for the job in which the condition of offer is being applied in that round of hiring, and they shall not be entitled to grieve any matter pertaining to the offer.
- 13.7.6. If the employee does accept the condition of hire:
- (a) The employee shall be provided, in writing, with a statement of the level of proficiency required and the time period allowed to reach it. Such correspondence shall be copied to the Union;
  - (b) The employee, upon completion of the probationary period, as outlined in Article 12.03, shall enjoy all the rights and privileges of this Agreement;
  - (c) The Employer will pay the employee's tuition fees and required books associated with the training but shall not pay wages for time spent in or associated with the training course.
- 13.7.7. In the event an employee attains the required level of proficiency within the specified period of time, the condition of hire will be lifted.
- 13.7.8. In the event that an employee does not attain the required level of proficiency within the specified time period:
- (a) The Employer shall have the right to dismiss the employee with just cause and the employee shall not be entitled to grieve such termination except where they allege it has been invoked for arbitrary, discriminatory, or bad faith reasons;
  - (b) The Employer may in its sole discretion invite the employee to remain in the position until the Employer hires a replacement.
- 13.7.9 This article shall be interpreted and applied in accordance with the *Ontario Human Rights Code* and Article 3 of this Agreement.

### **13.8. Training**

- 13.8.1. Both parties recognize the specific needs of employees working in the Crisis Service and, as such, will provide additional training to employees working in these services including, but not limited to: ASSIST training, active listening, and Non-violent Crisis Intervention at no cost to the employees. The Employer will endeavour to offer these trainings within the employee's probationary period or as soon as possible upon hiring. All training must be approved by the Employer. If an employee fails to attend scheduled training without just cause, they may be charged for the cost of their participation incurred by the Employer.
- 13.8.2. When needed, the Employer may offer training or educational courses related to the positions of employees. This training may be offered during regular working hours, upon approval of the Employer. The cost for such courses shall be reimbursed upon presentation of proof of successful completion. It is the Employer's responsibility to make sure that employees have the necessary training provided for their position.
- 13.8.3. Unapproved training is not to be done during working hours and is not considered paid time. Notwithstanding the foregoing, with the advance approval of the Employer, an employee may attend courses or other forms of training during regular working hours provided that scheduling arrangements have been made prior to such courses.

### **13.9. Temporary vacancies**

- 13.9.1. The Employer may transfer employees or fill a position temporarily without recourse to the job posting procedure if one of the following occurs:
- (a) The vacancy is expected to last two (2) months or less;
  - (b) A hiring procedure is underway but the position requires to be filled in the meantime. The Parties agree that a hiring procedure shall not exceed eight (8) weeks without a valid reason.

The period outlined in Article 13.9.1 (a) can be extended upon agreement of the Employer and the Union. Such an agreement may not be unreasonably withheld.

13.9.2. Part-time employees within the service, business or department in which the temporary vacancy (as defined above) occurs, may request to temporarily perform and be paid for performing the duties of a temporary position. The Employer shall maintain the discretion to accept or reject such request or to accept it on conditions.

13.9.3. The Employer shall not deny a request or revoke an agreement for the temporary position for arbitrary, discriminatory or for bad faith reasons.

**13.10. Duration of appointments**

(a) A-1 positions are for an indefinite duration.

(b) Unless specified otherwise in the posting for the position, employment in all A-2 positions runs for eight (8) months from September–April.

(c) When the Employer wishes to fill an A-2 position, it will first offer the position to the employee having most recently held it, without recourse to the job posting, application, and interview process. The employee will have 5 business days to accept or reject the position. In all cases, seniority of A-2 employees carries over from year to year. For greater clarity, an A-2 employee who denies or who does not respond to the offer to reintegrate their position, maintains their seniority rights (subject to Article 12.4(f)). The Employer shall confirm with the Union the status of the denial or refusal after the 5th business day.

**13.11 Transition**

13.11.1. To ensure better service to its student body, the Employer may provide a transition period of two (2) weeks for some positions where a newly hired employee will work with the current employee.

13.11.2. Employees who are leaving a position, either permanently or temporarily for a period of three (3) months or more, must complete a Transition Report outlining the status of projects and other information relevant to transitioning of the job tasks associated with the position. Unless specifically requested, this obligation shall not apply to receptionists (admin) or employees in businesses other than Assistant Managers. The Employer may also request a Transition Report from an employee at other times.

13.11.3. Where an employee is unexpectedly absent for medical or bereavement reasons, as defined under the Collective Agreement, for a period of more than ten (10) business days in the last three (3) weeks before the end of a work term, they shall not face disciplinary action for not completing a transition report, upon their return to employment.

## **ARTICLE 14 — LAYOFFS AND RECALL**

### **14.1. Definition of layoff**

A layoff shall be defined as a reduction in the number of hours or a reduction in the number of bargaining unit positions.

### **14.2. Layoffs**

14.2.1. When the Employer deems it necessary to reduce the workforce permanently or temporarily within a classification, layoffs shall be in order of reversed seniority.

14.2.2. Employees being laid off shall be notified in writing three (3) weeks in advance of the layoff. If such notice cannot be granted, the employee shall receive three (3) week's pay in lieu of notice.

14.2.3. During layoff periods, employees who are laid off shall not receive any pay or benefits with the exception of those provided for in this Collective Agreement.

14.2.4. The Employer shall keep, and share with the Union, an up to date list of each laid off employee's home address, preferred email address, and phone number for the purpose of recalls and communications with said employees.

### **14.3. Recalls**

14.3.1. When a vacancy occurs, recalls shall be on the basis of seniority in which the vacancy occurs, provided that the employee is qualified for the position.

14.3.2. Employees on layoff shall be notified via e-mail and by registered mail requesting a confirmation of receipt ten (10) working days in advance of a recall.

14.3.3. A laid-off employee shall have recall rights for two (2) years following their layoff and the Employer shall notify the laid-off employees of regular and temporary vacancies.

14.3.4. Refusal to accept a temporary vacancy shall not affect the employee's recall rights.

### **14.4. Recall for a temporary vacancy**

When an employee accepts a temporary vacancy with fewer hours than their recall rights, the employee continues on the recall list for the remaining portion of their recall hours during the period of the temporary vacancy until they have been placed in a position with the same number of hours as they had prior to the recall.

### **14.5. No new employees**

No new employees will be hired for a vacant position provided there are employees on a layoff who have the required qualification for that position and have not been recalled. Qualified employees shall be recalled in order of seniority.

## **ARTICLE 15 — HOURS OF WORK**

### **15.1. Hours of work**

15.1.1. The official hours for full-time employees shall be those set out in their offer of employment and shall consist of thirty-five (35) hours (exclusive of lunch periods not to exceed an hour, unless otherwise agreed upon) from Saturday midnight to midnight the following Saturday. The regular hours of work for full-time employees shall be seven (7) hours per day or shift with two (2) consecutive days off.

15.1.2. The official hours for part-time employees shall be those set out in their offer of employment and shall be less than thirty-five (35) hours per week. Employees shall be paid the hours that are set out in their offer of employment letters which shall be equal to the number of hours set out in Article 1.2. On occasion, employees may choose to work fewer weekly hours than are set out in their offer of employment. Such employee option shall be approved by the Employer. Any employee who works fewer weekly hours can make up those hours in the following three (3) weeks, with the understanding that Article 16 Overtime will not apply. The make up of these hours will be approved by the Employer.

15.1.3. The parties accept the concept of a flexible workday as approved by the Employer. Regular business hours are between 7 a.m. – 7 p.m. Monday through Friday. Hours may be worked outside of regular business hours where they are so scheduled by the supervisor/department or specifically agreed upon in writing by the employee and the supervisor.

15.1.4. Unless otherwise agreed, any and all hours that are worked in excess of the official hours will be banked at the appropriate rate of pay to be used at a mutually agreeable time. All such hours must be approved as per Article 16.2.

### **15.2. Shift cancellation**

15.2.1. The Employer shall provide the employee with a minimum of three (3) calendar days' notice for the cancellation of a shift. If three (3) calendar days' notice is not provided, and an employee reports for a scheduled shift where work is not available, they shall be paid for a minimum of three (3) hours.

15.2.2. In the event that an employee cancels a scheduled shift, they must provide the Employer with three (3) calendar days' notice, except in the case of emergency.

### **15.3. Fall & Winter Reading Weeks and Winter Holiday shutdown**

15.3.1. Unless otherwise specified, part-time employees of UOSU will not be scheduled to work hours during the Fall reading week, the Winter holiday, and the Winter reading week. Employees required to work will be provided with two (2) weeks' notice of the requirement to work.

15.3.2. An employee may request to work during the reading week and may do so with the consent of the Employer.

**15.4.** A1 job postings and employment contracts shall include all hours of work, including summer hours if applicable. Summer schedule shall begin around May 1st of each year and shall end around Labour Day of each year. Hours of work during the summer schedule shall be up to 34 hours per week. However, A1 employees shall have the option to work their normal hours of work, that is 20 hours per week, during the summer schedule, provided they have given the Employer three (3) weeks' notice prior to the start of the summer schedule. Such request shall not be denied. It is understood that Overtime will be paid if an A1 employee works more than 34 hours during any one-week period.

**15.5 Management working hours**

The Employer agrees that members of management will hold regular office hours and will ensure that at least one representative of management will be available for consultation either in person or over the phone during regular business hours.

**ARTICLE 16 — COMPENSATORY TIME AND OVERTIME**

**16.1. Definitions**

Compensatory time is defined as follows:

- (a) For full-time employees, time worked 70 hours in a two- (2) week period;
- (b) For part-time employees holding A-1 positions, time worked 40 hours in a two- (2) week period;
- (c) For part-time employees holding A-2 positions, time 30 hours in a two- (2) week period;

Overtime is defined as follows:

- (d) For full-time employees, time worked in excess of 74 hours in a two- (2) week period.
- (e) For part-time employees holding A-1 positions, time worked in excess of 44 hours in a two- (2) week period; and
- (f) For part-time employees holding A-2 positions, time worked in excess of 34 hours in a two- (2) week period.

**16.2. Approval**

- (a) All compensatory time and overtime work must be approved, in writing, by the Employer. Unauthorized compensatory time or overtime shall not be compensated for in any fashion.
- (b) The employee shall seek verbal or written advance approval from their direct manager, or if the direct manager is not reachable, from a member of the Management Team or the Executive Committee.
- (c) In the event of an immediate crisis involving a need for compensatory time or overtime work to prevent imminent harm to the physical or emotional well-being of a student, such advance approval may be waived.

**16.3. Overtime averaging**

The parties expressly agree that for the purpose of calculating compensatory time and overtime, hours worked shall be averaged over a two- (2) week period.

**16.4. Overtime rate and compensation method**

**16.4.1.**

- (a) All compensatory time shall be compensated at straight time.
- (b) All overtime shall be compensated at a rate of 1.5 hours per one (1) hour worked as long as it is approved in advance by the direct manager and justified by the employee.
- (c) Employees will be provided with the number of their accumulated compensatory and overtime hours on their first pay statement in each of the months of December, April, August.
- (d) At the end of each trimester, upon written request by the employee, the Employer shall pay out banked time, to a maximum of fifteen (15) hours.
- (e) Accumulated hours can be used as time in lieu (paid time off work), upon approval by the Employer. It is understood that any accumulated hours will be taken as time in lieu before the use of vacation time.

- 16.4.2. Employees shall not, without advance approval of the Executive Director or the direct manager be permitted to have in excess of thirty-five (35) hours (full-time) or twenty (20) hours (part-time A-1's) or fifteen (15) hours (part-time A-2's) accumulated at any one time.
- 16.4.3. Unless specifically requested by an employee in writing prior to the end of the applicable pay period, the Employer shall apply employees' banked hours to top up their pay in instances where the employee has not worked their regular hours during a pay period.
- 16.4.4. Unused lieu time shall be paid out at the end of each fiscal year.

## **ARTICLE 17 — HOLIDAYS**

### **17.1. Specific holidays**

17.1.1. The Employer shall recognize the following as paid holidays for all employees:

- (a) Labour Day
- (b) Thanksgiving Day
- (c) Christmas Day
- (d) Boxing Day
- (e) New Year's Day
- (f) Ontario Family Day
- (g) Good Friday
- (h) Easter Monday
- (i) Victoria Day
- (j) Canada Day
- (k) Civic Holiday
- (l) National Day for Truth and Reconciliation

### **17.2. Winter holidays**

17.2.1. Full-time employees shall be entitled to paid time off when the University of Ottawa's operations are not open for business.

### **17.3. Holidays falling on employees' days off**

If the employee has a scheduled day off on a paid holiday, they shall be granted another paid day off instead of the paid holiday.

### **17.4. Payment for working on a paid holiday**

17.4.1. The Employer will notify employees in writing at least ten (10) working days in advance that they shall be required to work on any paid holiday. The employee may refuse any work requested on a paid holiday for religious or cultural observance.

17.4.2. A full-time employee who is required by the Employer to work on any paid holiday as set out in Article 17.1. shall be entitled to one and a half (1.5) working days off with pay at a time mutually agreeable to the parties.

17.4.3. A part-time employee who is required by the Employer to work on any paid holiday as set out in Article 17.1 shall be entitled to one and a half (1.5) times their hourly rate for those hours falling on the holiday's calendar date.

**17.5. Personal leave days**

17.5.1. Full-time and part-time employees will be granted three (3) days as personal leave days with pay per year. These days may be used for:

- (a) Religious/Cultural Observance
- (b) Marriage Leave (beyond what is stipulated in Article 20.4.1.)
- (c) Bereavement Leave (beyond what is stipulated in Article 20.4.2.)
- (d) Leave for Birth or Adoption (beyond what is stipulated in Article 20.4.3.)
- (e) Exceptional circumstances, as determined by the Employer

17.5.2. The Employer reserves the right to require substantiation pertaining to the reason for the personal leave day.

17.5.3 Personal leave days cannot be carried over to the subsequent year of employment.

**17.6. Personal leave for religious/cultural observance**

The Employer recognizes that an employee may, for religious, cultural or other reasons, wish to observe certain other holidays. In such cases, and subject to at least one (1) week of advance notice to the Employer, the employee shall be entitled to leave without pay for such purposes, if it exceeds personal leave days outlined in Article 17.5.

**ARTICLE 18 — VACATION**

**18.1. Vacation entitlement**

Vacation entitlement shall be as follows:

|   |                           |
|---|---------------------------|
| Less than one (1) year of service           | Two (2) weeks' vacation   |
| One (1) and two (2) years of service:       | Three (3) weeks' vacation |
| Three (3) and four (4) years of service:    | Four (4) weeks' vacation  |
| Five (5) to ten (10) years of service:      | Five (5) weeks' vacation  |
| Eleven (11) years or more years of service: | Six (6) weeks' vacation   |

**18.2. Paid holidays during vacations**

If a paid holiday falls or is observed during an employee's vacation period, the paid holiday shall not be calculated as a vacation day and shall be added to the end of the employee's vacation period.

**18.3. Vacation pay for part-time employees**

In lieu of vacation, part-time employees will be paid 5% of earnings to be paid out on each pay.

**18.4. Vacation accrual**

An employee shall only take their first vacation once their probationary period is completed. After completion of an employee's first year of work, vacation time does not have to be accrued in order to take vacation days. If, at the time of the termination of their employment (however caused), the employee has utilized more vacation time than they have accrued, such amount shall be withheld from their final pay cheque. It is expressly agreed that this article constitutes express authority for such set-off, under the *Employment Standards Act*.

**18.5. Scheduling vacation**

18.5.1. An employee's request to schedule vacation shall be directed to their manager at least two (2) weeks prior to the proposed vacation. The employer shall not unreasonably deny an employee's request for vacation; however, it is understood that vacation requests may be denied having regard to operational requirements.

18.5.2. When scheduling vacations in accordance with article 18.5.1, if conflicts arise amongst employees as to their choice of vacation times, seniority shall be the sole factor in the final determination of vacation schedules.

**18.6. Carry-over**

Employees are entitled to vacation in each calendar year and should be encouraged to use it in the year that it is earned.

Recognizing the needs of the Employer and the desires of employees, an employee may carry over up to five (5) days unused vacation in less than 5 years of employment and up to ten (10) working days unused vacation if more than 5 years plus one day of employment.

Any vacation days not utilized and not carried over will be paid out in the last pay statement of the current calendar year.

Nothing in the foregoing allows the Employer to forego paying vacation pay, per the *Employment Standards Act*, 2000, c. 41, s. 41 (2).

## **ARTICLE 19 — SICK LEAVE PROVISIONS**

### **19.1. Sick leave defined**

- 19.1.1. Sick leave means the period of time an employee is entitled to be absent from work with full pay by virtue of being unable to attend at work as a result of being physically sick, acquiring an injury, having a disability, needing mental health recovery, or because of an accident which is not compensable under the *Workers Safety and Insurance Board Act*.
- 19.1.2. Subject to Article 19.2 below, sick leave may not be utilized for any purpose other than for actual time off for the reasons specified in Article 19.1.1 and, accordingly, may in no instance be utilized as “vacation time”. As such, except in rare circumstances (example: surgery), sick leave may not be booked in advance.
- 19.1.3. Where there are reasonable grounds to suspect that an employee is abusing sick leave, the Employer may request a medical note to substantiate the employee’s sick leave. In such cases, the Employer will request the substantiation within two (2) business days of the employee requesting the sick leave and no later than within the three (3) first hours of the employee’s scheduled shift. If there is a cost incurred to the employee in obtaining the requested medical note, the Employer shall reimburse the employee.

### **19.2. Preventative sick days**

Full-time employees shall be entitled to use five (5) sick days per year and part-time employees shall be entitled to three (3) sick days per year for the purpose of attending medical, dental or social work or health related appointments. The Employer reserves the right to obtain confirmation of the appointments attended on the sick days utilized for this purpose.

### **19.3. Full-time sick leave**

- 19.3.1. Full-time employees accrue one (1) sick day per month and may accrue up to a maximum of twelve (12) sick days per fiscal year. A maximum of eight (8) accrued sick leave days may be carried over from year to year. This means Full-time Employees cannot have more than 20 days of sick leave at any point in time.  
  
A maximum of five (5) sick days will be paid out if laid off or terminated or upon retirement. Upon rehire within 2 years, banked sick leave will be reinstated.
- 19.3.2. If an employee requires more sick leave than they have accumulated, they may request that their vacation, or overtime in lieu of credits, be applied towards the deficiency.

**19.4. Part-time sick leave**

19.4.1. Part-time employees can take three (3) sick days with pay in each of the three (3) trimesters of work and may accrue up to a maximum of nine (9) sick days for A-1 staff and a maximum of six (6) sick days for A-2 staff during the fiscal year (May 1 – April 30) as follows:

- (a) May - August
- (b) September - December
- (c) January - April

19.4.2. A maximum of six (6) days for A-1 and four (4) days for A-2 of sick days may be carried over to any subsequent trimester or year of work.

19.4.3. A maximum of four (4) sick days will be paid out if laid off or terminated. Pay for sick days shall be in accordance with the hourly rate of pay per day of the employee. Upon rehire within 1 year, banked sick leave will be reinstated.

19.5 Employees must contact their supervisor when ill, as far in advance as possible and not later than one (1) hour after the set shift start time, and inform the Employer of the expected time of return to work. Employees may be required to substantiate the reason for absence from work after three (3) or more consecutive days of being ill.

19.6 Sick leave without pay may be granted to an employee who does not have sufficient credit for sick leave with pay.

19.7 By October 1 each year, all employees will be advised of the amount of sick leave credit as of June 30 each year.

**19.8 Continuation of accrued sick leave during leave of absence**

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 upon the expiration of such leave of absence they shall retain their accrued sick leave, if any, existing at the time of such leave or layoff.

**ARTICLE 20 — LEAVE OF ABSENCE – WITHOUT PAY**

**20.1 General leave of absence**

20.1.1. The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for a good and sufficient cause; such a request must be made in writing and approved by the Employer. Permission for such leave of absence shall not be unreasonably withheld.

20.1.2. During any leave of absence, including a maternity leave of absence, employee benefits shall be maintained at the normal rate of the parties' contributions if the employee so desires for a period of up to twenty-seven (27) weeks. During the period of time which a leave of absence extends past twenty-seven (27) weeks, an employee may maintain their benefits provided that they pay both the Employer and the employee portions of any benefit premiums.

20.1.3. Upon return from a leave of absence, the Employer shall reinstate the employee to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

## **20.2 Legislated leaves**

The Employer shall grant an employee a leave of absence without pay for purposes provided for under the *Employment Standards Act, 2000* subject to the terms outlined in the *ESA*.

## **20.3 Leave of Absence for Union Functions**

Upon written request from the Union President or their delegate, the Employer shall grant a leave of absence, with pay and without loss of benefits or seniority, to employees appointed or elected to represent the Union, at Union conventions, seminars, educational classes and to perform other Union business.

The Union agrees to reimburse the Employer for the costs of an employee taking Union leave under this Article. It is understood that any other costs such as meals, accommodation, transportation and additional expenses will be at the cost of the employee or CUPE.

## **20.4. Special leave**

### **20.4.1. Marriage leave**

After the completion of one (1) year of continuous employment, an employee who gives the Employer at least five (5) days' notice shall be granted one (1) day's special leave with pay, for the purpose of getting married.

#### **20.4.2. Bereavement leave**

For the purpose of this clause, immediate family is defined as parent, sibling, spouse, significant romantic partner (of any gender or non-gender identity), fiancé(e), child of the employee or spouse, and common-law spouse (including same-sex spouse), former guardian, step-parent, step-child, step sibling, foster parent, foster child, foster sibling and any relative permanently residing in the employee's household or with whom the employee permanently resides.

20.4.2.1. Where a member of their immediate family dies, an employee shall be entitled to a maximum of five (5) days' leave with pay. Where the burial takes place at a distance greater than three hundred and fifty (350) kilometres from Ottawa, an additional two (2) days will be provided for travel and for international travel an additional two (2) days may be provided.

20.4.2.2. An employee shall be entitled to special leave with pay up to a maximum of three (3) days, to attend the funeral of their grandchild, child-in law, sibling-in law, parent's sibling, first cousin, grandparent, spouse's grandparent, or their siblings' child.

20.4.3. Leave for birth or adoption of child

20.4.3.1. An employee shall be granted leave with pay up to a maximum of three (3) days for the birth of their child. Such leave may be granted on the day before, day of, or day after the birth of their child, or on the day of their partner's admission to, or discharge from the hospital.

20.4.3.2. An employee shall be granted leave with pay up a maximum of three (3) days on the occasion of their adoption of a child.

20.4.3.3. This article is in addition to any entitlement under Article 20.4.4 – *Pregnancy and Parental Leave*.

#### **20.4.4. Pregnancy and parental leave**

20.4.4.1. The Employer shall grant pregnancy and parental leave on request in accordance with the *Employment Standards Act* of Ontario.

20.4.4.2. While on pregnancy or parental leave, the employee can request, in writing, to continue to participate in the Group Health Benefit plan provided the employee continues to pay their contribution to benefit costs in accordance with the *Employment Standards Act*.

20.4.4.3. Sick leave, vacation credits, and seniority shall continue to accrue while an employee is on pregnancy or parental leave.

20.4.4.4. An employee may end a pregnancy or parental leave earlier than the day originally provided to the Employer by giving the Employer written notice of at least four (4) weeks before the day the employee wishes to end the leave.

20.4.4.5. Full-time employees that have been employed by the UOSU for a minimum of one (1) year and that are eligible to receive Employment Insurance benefits for pregnancy or parental leave will receive supplementary payments as per the Employer's Supplemental Unemployment Benefits (SUB) Plan. Such payment will start on the third (3rd) week of the pregnancy or parental leave, will be equal to the difference between 95% of their regular weekly earnings and the Employment Insurance payment and will be paid for a period up to fifteen (15) weeks during either the pregnancy or the parental leave.

**20.5. Time off for elections**

Employees shall be allowed three (3) consecutive hours off before the closing of polls in any federal, provincial or municipal election or referendum without deduction from their wages.

**20.6. Paid jury or court witness leave**

An employee required to appear for or serve jury duty or served with a subpoena to appear or summons to witness as Court witness shall not have their wages reduced for a maximum of ten (10) days and subject to the payment to the Employer by the employee of the jury duty or witness/attendance fees received. The employee shall notify their supervisor immediately upon receipt of notice of selection for jury duty or the subpoena or summons to witness requiring appearance as a witness. The Employer may require the employee to provide a certificate of service from an officer of the Court before making payments under this Article.

**20.7. Time off for university requirements**

20.7.1. Subject to operational requirements, leave of absence without pay and without loss of seniority shall be granted to employees for the purposes of writing exams, mid-terms, tests, and labs for courses made available by the University and others by mutual consent.

20.7.2. During this period, the employee may advise the Employer of their preferred method of communication and the timing of their exams/lab courses. The Employer shall, in good faith, attempt to minimize communication with the employee during such periods, unless the need to communicate:

- (a) Has been caused by the employee's failure to fulfill their job duties and/or prepare for their absence;
- (b) Has arisen due to the time sensitivity of the issue involved.

**20.8. Injury on duty**

An employee shall be entitled to draw on sick leave credits pending a determination by the Workers Safety and Insurance Board as to the compensability of their claim. If the claim is accepted, the sick leave credits shall be restored and the employee shall pay to the Employer any WSIB loss of earnings benefits paid in respect of the period for which sick leave benefits were paid by the Employer.

**ARTICLE 21 — PAYMENT OF WAGES AND ALLOWANCES**

**21.1. Equal pay**

The principle of equal pay for relatively equal work shall apply regardless of sex or gender identity.

**21.2. Substitution pay**

When an employee agrees with the Employer to temporarily substitute in a higher-paying position, and in the event the employee performs these functions for seven (7) consecutive days or more, they shall receive the wage rate for that higher-paying position. When an employee is assigned to a position paying a lower rate, their rate shall not be reduced.

**21.3. Car allowance**

21.3.1. All employees who are required to use their personal vehicle for the Employer's business shall be reimbursed at the rate of \$0.52/km or at the prescribed rate by the National Joint Council, whichever is greater.

21.3.2. As a condition of employment, the Employer does not require anyone to own a vehicle. When transportation is required, the employee may, with the approval of the Employer, elect to use their own vehicle at the approved kilometre rate. If an employee does not elect to use their own vehicle, the Employer will, if necessary, provide alternative transportation.

**21.4. Travel allowance**

The Employer agrees to reimburse employees for all Employer-approved expenses incurred travelling on the business of the Employer such as transportation, accommodation, and meals in accordance with the June 2020 UOSU Travel Policy. The mode of transportation chosen shall be the most affordable one available. The Employer agrees to provide a standard per diem rate when meals are not provided or dietary restrictions exist.

21.4.1. **Transportation allowance**

Full-time employees shall receive a transportation allowance on the first pay of each month in the amount of an adult PRESTO OC Transpo monthly pass. Upon approval from the Employer, full-time employees may receive reimbursement for parking, greater than the amount of the adult PRESTO OC Transpo monthly pass not to exceed a reimbursement of \$150/monthly. The Employer may also, at its sole discretion, provide the Employee with additional compensation for work related transportation that any monthly pass is not able to cover.

21.5. **Staff discount**

Employees of the UOSU shall be entitled to a discount of 10% on the purchase of a meal (with the exclusion of alcohol). This can be used in addition to promotional discounts.

**ARTICLE 22 — SEPARATION**

22.1. **Notice of separation**

If any terminal action, which includes a permanent layoff of more than thirty-five (35) weeks, is taken after completion of the probationary period, three (3) weeks' notice or three weeks' salary in lieu of notice shall be provided. For each year of employment, or portion thereof, beyond the first year, an additional one- (1) week period of notice or salary shall be provided to a maximum of three (3) months. Employees permanently laid off will have the option of working through the notice period and remaining on recall or accepting salary in lieu of notice and terminating their employment.

**ARTICLE 23 — JOB CLASSIFICATION, RECLASSIFICATION AND EVALUATION**

23.1. The Employer shall maintain job descriptions for all positions in the bargaining unit.

23.2. **Creation and elimination of positions**

23.2.1. The Employer shall inform the Union of any elimination of a classification in the bargaining unit or when a new position is created.

23.3.2. The Employer shall prepare a new job description whenever a bargaining unit position is created or whenever the duties of an existing bargaining unit position substantially change. When a new position is created or the duties of an existing position are substantially changed, the rate of pay shall be subject to negotiations between the Employer and 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 question, 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 employee or the date of change in the job description.

**23.3. Specifications of job postings**

Job postings and specifications shall not be designated by sex or gender identity, and all job titles and specifications shall be amended to indicate that all jobs may be performed by either sex, notwithstanding any bona fide occupational requirements.

**23.4. Annual review**

There will be an annual performance review done for full-time and A1 Employees under the following conditions:

- (a) Five (5) days' notice is given;
- (b) The immediate manager, who is a non-Bargaining Unit employee, will meet with the employee and provide them with a copy of the review within one (1) week of the annual review.
- (c) The employee will have one (1) week to respond in writing and such reply will be contained in the annual review of the employee's file.

Upon request of the employee or the Employer, an optional meeting to evaluate the progress may occur at the six month interval.

**ARTICLE 24 — WAGES**

**24.1. Wages**

The wages are set out in Schedule "A" – Full-Time Wage Grid and Schedule "B" – Part-Time Wage Grid.

**24.2. Part-time seniority incentive**

Part-time employees will receive a supplementary raise of \$0.50 at their second year of employment in the same category.

## **ARTICLE 25 — WELFARE BENEFITS**

25.1. The Employer agrees to maintain a Retirement Plan or a group RRSP plan for full-time employees. The Employer will remit contributions at the rate of five percent (5%) of annual salary after completion of one (1) year of service for new full-time employees.

### **25.2. Benefit plans**

The Employer shall provide seventy percent (70%) of the cost of the following benefit plan outlined in the supplemental health benefits booklet for employees:

- (a) Group Life
- (b) Extended Health Care
- (c) Long-Term Disability
- (d) Dental

No changes to the above-mentioned benefits shall be made except as a result of negotiations between the Employer and the Union or as may be required by law.

## **ARTICLE 26 — TECHNOLOGICAL AND OTHER CHANGES**

### **26.1. Introduction of methods and machines**

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by the employees under the present methods of operation, such employees shall, at the expense of the Employer, be given a period, not to exceed three (3) months, during which time they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the retraining period of any such employee and no reduction in pay upon being reclassified in the new position.

### **26.2. Computer/online provisions**

26.2.1. At no point may the Employer mandate the disclosure of the login information of an employee's personal, non-work-related, electronic accounts.

26.2.2. The Employer will not install any software that could be used with the intention of logging into an employee's personal online accounts.

26.2.3. The Employer will not seize a work computer for arbitrary reasons.

26.2.4. Should the Employer seize the employee's work computer, during employment, files will not be deleted for bad faith reasons.

## **ARTICLE 27 — JOB SECURITY**

### **27.1. Job security**

There shall be no layoff from bargaining unit positions in non-levied businesses or services until a reasonable attempt has been made to make the necessary reductions in the workforce through attrition, subject to operational requirements.

## **ARTICLE 28 — UNIFORM AND CLOTHING ALLOWANCE**

### **28.1. Clothing allowance**

Where uniforms or protective clothing are required to be worn, they shall be provided by the Employer.

## **ARTICLE 29 — GENERAL CONDITIONS**

### **29.1. Proper accommodations**

Proper accommodation shall be provided for employees to have their meals and keep and change their clothes.

### **29.2. Bulletin boards**

29.2.1. The Employer shall provide one (1) bulletin board at a mutually agreeable and accessible location.

29.2.2. Such bulletin board shall be placed so that all employees will have access to it and the bargaining unit shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

29.2.3. All bulletins and notices must be provided to the Employer at least five (5) business days prior to posting, and the Employer shall have four (4) business days from the date of receipt to veto any such proposed posting by advising the Union of such decision within that time period. Such veto power shall not be unreasonably exercised.

### **29.3. Supplying of legal counsel**

The Employer shall retain legal counsel for any external legal action initiated against an employee arising out of the good faith performance of their assigned duties.

### **29.4. Correspondence**

All correspondence between the parties shall pass from the Recording Secretary of the bargaining unit or their delegate and the Executive Director or their delegate, and vice-versa.

**29.5. Meeting with the Employer**

Each year, the Employer and the CUPE 4943 Executive shall organize a meeting wherein the President or the Operations Commissioner and a CUPE 4943 Executive member shall give a joint presentation to all employees on the operation of the Collective Agreement.

**29.6. Employee finances**

29.6.1. No employee shall be required to use personal funds for a work-related expense

29.6.2. Employees are not required to share, with the Employer, information pertaining to their personal finances.

29.6.3. Expense approvals

The Employer shall approve or deny, in writing, within five (5) business days, any expense request that employees present in writing. Such approval will not be unreasonably withheld. Where an expense request is denied, the Employer will provide justification in writing with its denial.

**29.7. Service Runs**

29.7.1. The Employer must make the service run deadlines and processes available for all employees online and by email and through All-Service Meeting announcements.

29.7.2. The Employer must inform all employees, in writing, of changes to the service run process no later than three (3) working days after the change occurs. The Employer must announce these changes by email and through All-Service Meeting announcements. It is the responsibility of the employee to fill out the appropriate form prior to the deadline given by the Employer, as well as to include all functioning links for the items requested. Should the employee not do so, the Employer is not held responsible for items not being ordered past the deadline.

29.7.3. The Employer must make the service run deadlines and processes available for all employees online.

29.7.4. The Employer must make the service run deadlines and processes available for all employees online.

29.7.5 The Employer must inform all employees, in writing, of changes to the service run process no later than three (3) working days after the change occurs. The Employer must announce these changes online.

**29.8. Room bookings**

29.8.1 The Employer will make available to all employees, a room booking process, and will inform employees of this procedure via e-mail, through the internal website and on the bulletin board.

29.8.2 The Employer must inform all employees, in writing, if there are any changes to the room booking process, within three (3) working days. These changes must be announced online, through the internal website.

29.8.3 Employees must request room bookings either in writing to their designated supervisor or Director or make the request with Reception, either in person or in writing, in the timeline provided by the Employer.

**29.9 Budget coordination**

29.9.1. As part of a budget consultation process, the Employer shall provide Service Coordinators a copy of their Service's previous fiscal year's:

- (a) budget, with a list of allowable expense items and
- (b) actual expenses, with a list of items claimed.

29.9.2. In order to ensure proper budget coordination, every January, the Employer shall provide Service Coordinators with a written training and guidance document for their Service's previous fiscal year budget and actuals, with:

- (a) a list of the budget line items related to their Service,
- (b) a list of common and allowable expense items for these budget lines, as well as their common prices, where known,
- (c) a list of tasks expected of Service Coordinators with respect to the budget coordination process, with reasonable timelines where applicable,

as well as up-to-date instructions as to:

- (a) how the amounts are subject to change,
- (b) how these amounts may change based on the needs and obligations of the organization,
- (c) how these amounts would be changed through the Employer's decision-making process
- (d) how to perform any of the financial tasks' employees may need to perform, including budget coordination, expense approvals, service runs, room bookings, etc.

and any other information the parties may deem pertinent to budget coordination.

## **ARTICLE 30 — PRESENT CONDITIONS AND BENEFITS**

### **30.1 Continuation of acquired rights**

All provisions of the Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulations shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change to the Employer, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence.

## **ARTICLE 31 — COPIES OF THE AGREEMENT**

### **31.1 Copies of the Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Employer shall send the Agreement by e-mail to all UOSU Employees within sixty (60) days of signing. The Employer shall also provide printed copies of the Agreement to any Employee upon request. The Employer and the Union shall equally bear the cost of translation of the agreement. Where there are any disagreements as to the interpretation of the Agreement, the text in the language in which it was negotiated at the table will prevail over the translation.

## **ARTICLE 32 — GENERAL**

### **32.1 Plural gender inclusive terms may apply**

Unless referring to a group of employees, whenever the plural terms of “they”, “their” or “them” are used in this Agreement, they shall be interpreted in the singular to account for the inclusivity of gender identities beyond, but including, man or woman.

**ARTICLE 33 — TERMS OF AGREEMENT**

**33.1. Duration**

The Agreement shall be binding and effective from May 1, 2022 and shall remain in force and effective until April 30, 2025 and shall continue in force thereafter, unless written notice of a request to negotiate a revision thereof is given by either party to the other within a period of ninety (90) days immediately prior to the expiry date hereof.


**33.2. Agreement to continue in force**

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining and if negotiations extend beyond the expiry date of the Agreement, any revision in terms, mutually agreed upon, shall, unless otherwise specified, apply retroactively to that date.


**Electronically signed by both parties.**

**ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 4943**

**ON BEHALF OF THE UNIVERSITY OF  
OTTAWA STUDENTS' UNION (UOSU)**

  
Alyssa Peyton (Oct 27, 2022 15:51 EDT)

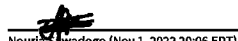
Alyssa Peyton,

  
Manon Methot (Nov 1, 2022 16:02 EDT)

Manon Methot



Jesus Adrian Napoles

  
Nouria Sawadogo (Nov 1, 2022 20:06 EDT)

Nouria Sawadogo

  
Sarah Yusuf (Oct 31, 2022 15:58 EDT)

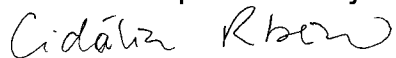
Sarah Yusuf



Armaan Singh

  
Felipe Thornberry-Giraldo (Oct 27, 2022 15:54 EDT)

Felipe Thornberry-Giraldo



Cidália Ribeiro

**SCHEDULE "A" FULL-TIME WAGE GRID**

|   |                                   |                                 | <b>May 1, 2022</b> | <b>May 1, 2022</b> | <b>May 1, 2023</b> | <b>May 1, 2023</b> | <b>May 1, 2024</b> | <b>May 1, 2024</b> |
|---|-----------------------------------|---------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| <b>Job Title</b>                              | <b>May 1, 2021<br/>Start Rate</b> | <b>May 1, 2021<br/>Job Rate</b> | <b>2.95%</b>       | <b>+ \$5000</b>    | <b>2.40%</b>       | <b>+ \$5000</b>    | <b>2.20%</b>       | <b>+ \$5000</b>    |
|   |                                   |                                 | <b>start rate</b>  | <b>job rate</b>    | <b>start rate</b>  | <b>job rate</b>    | <b>start rate</b>  | <b>job rate</b>    |
| Senior Student Rights Advocate (Director) SRC | \$66,294.94                       | \$71,294.94                     | \$68,250.64        | \$73,250.64        | \$69,888.66        | \$74,888.66        | \$71,426.21        | \$76,426.21        |
| Student Rights Advocate SRC                   | \$55,047.73                       | \$60,047.73                     | \$56,671.64        | \$61,671.64        | \$58,031.76        | \$63,031.76        | \$59,308.46        | \$64,308.46        |
| Payroll Administrator                         | \$49,986.87                       | \$54,986.87                     | \$51,461.48        | \$56,461.48        | \$52,696.56        | \$57,696.56        | \$53,855.88        | \$58,855.88        |
| Accounts Payable                              | \$49,986.87                       | \$54,986.87                     | \$51,461.48        | \$56,461.48        | \$52,696.56        | \$57,696.56        | \$53,855.88        | \$58,855.88        |
| Exec. Assistant, Research & Education SRC     | \$43,496.90                       | \$48,496.90                     | \$44,780.06        | \$49,780.06        | \$45,854.78        | \$50,854.78        | \$46,863.59        | \$51,863.59        |
| Web & Graphic Designer                        | \$43,620.87                       | \$48,620.87                     | \$44,907.69        | \$49,907.69        | \$45,985.47        | \$50,985.47        | \$46,997.15        | \$51,997.15        |
| IT and Network Administrator                  | \$45,671.75                       | \$50,671.75                     | \$47,019.07        | \$52,019.07        | \$48,147.52        | \$53,147.52        | \$49,206.77        | \$54,206.77        |
| Digital Media Coordinator                     | \$37,516.08                       | \$42,516.08                     | \$38,622.80        | \$43,622.80        | \$39,549.75        | \$44,549.75        | \$40,419.85        | \$45,419.85        |
| Zoom Productions Coordinator                  | \$48,934.01                       | \$53,934.01                     | \$50,377.56        | \$55,377.56        | \$51,586.62        | \$56,586.62        | \$52,721.53        | \$57,721.53        |
| Assistant Manager Pivik                       | \$37,733.56                       | \$42,733.56                     | \$38,846.70        | \$43,846.70        | \$39,779.02        | \$44,779.02        | \$40,654.16        | \$45,654.16        |
| Operations Manager Pivik                      | \$42,409.48                       | \$47,409.48                     | \$43,660.56        | \$48,660.56        | \$44,708.41        | \$49,708.41        | \$45,692.00        | \$50,692.00        |
| Kitchen Manager Pivik                         | \$40,234.63                       | \$45,234.63                     | \$41,421.55        | \$46,421.55        | \$42,415.67        | \$47,415.67        | \$43,348.81        | \$48,348.81        |
| Head Cashier Pivik                            | \$34,797.52                       | \$39,797.52                     | \$35,824.05        | \$40,824.05        | \$36,683.82        | \$41,683.82        | \$37,490.87        | \$42,490.87        |
| Kitchen Worker Pivik                          | \$34,253.81                       | \$39,253.81                     | \$35,264.30        | \$40,264.30        | \$36,110.64        | \$41,110.64        | \$36,905.07        | \$41,905.07        |
| Peer Help Officer                             | \$49,200.00                       | \$54,200.00                     | \$50,651.40        | \$55,651.40        | \$51,867.03        | \$56,867.03        | \$53,038.11        | \$58,038.11        |

**SCHEDULE "B" – PART TIME WAGE GRID**

|                            |
|----------------------------|
| <b>PART-TIME WAGE GRID</b> |
|----------------------------|

| Employee Type | Effective | Start Rate Increase Amount | Start Rate | Job Rate Increase Amount | Start+1yr |
|---------------|-----------|----------------------------|------------|--------------------------|-----------|
|---------------|-----------|----------------------------|------------|--------------------------|-----------|

|    |             |         |          |         |          |
|----|-------------|---------|----------|---------|----------|
| A1 | May 1, 2021 |         | \$ 18.00 |         | \$ 18.50 |
|    | May 1, 2022 | \$ 1.50 | \$ 19.50 | \$ 0.50 | \$ 20.00 |
|    | May 1, 2023 | \$ 0.75 | \$ 20.25 | \$ 0.50 | \$ 20.75 |
|    | May 1, 2024 | \$ 0.75 | \$ 21.00 | \$ 0.50 | \$ 21.50 |

|    |             |         |          |         |          |
|----|-------------|---------|----------|---------|----------|
| A2 | May 1, 2021 |         | \$ 17.00 |         | \$ 17.50 |
|    | May 1, 2022 | \$ 1.50 | \$ 18.50 | \$ 0.50 | \$ 19.00 |
|    | May 1, 2023 | \$ 0.75 | \$ 19.25 | \$ 0.50 | \$ 19.75 |
|    | May 1, 2024 | \$ 0.75 | \$ 20.00 | \$ 0.50 | \$ 20.50 |

**SCHEDULE “C” - UOSU Employment Equity — Voluntary Self-Identification Questionnaire**

**\*\*THIS IS NOT AN APPLICATION FORM.**

This form is for the Employment Equity purposes ONLY.

ALL UOSU APPLICANTS ARE INVITED TO ANSWER AND SUBMIT THE COMPLETED EMPLOYMENT EQUITY QUESTIONNAIRE WITH EACH POSITION APPLICATION

The information collected in this form will be treated as confidential and will only be used for employment equity purposes.

Please check all that apply to you:

- Woman
- Person of Colour / Racialized
- Indigenous
- Person living with a disability / disabilities
- LGBTQA2S+
- Trans or gender non-conforming
- Person with international student status

I \_\_\_\_\_ (name), \_\_\_\_\_ (Student Number) confirm that the information that I have provided in this form is true and accurate. I understand that providing false or misleading information may give rise to disciplinary consequences.

Read, completed, and signed by: \_\_\_\_\_

Date: \_\_\_\_\_

This form is submitted in relation to the Job Posting for:

\_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING #1**

Between:

**University of Ottawa Students' Union**

**"UOSU"**

And

**Canadian Union of Public Employees, local 4943**

**"CUPE"**

Whereas UOSU replaced the Student Federation of the University of Ottawa (SFUO) on May 1, 2019

Whereas UOSU and CUPE entered into a voluntary agreement on April 18, 2019 whereby UOSU recognized CUPE as the sole and exclusive bargaining agent for employees covered by the Collective Agreement effective January 1, 2016 to April 30, 2018 between CUPE and its Local 4943 and the Student Federation of the University of Ottawa.

Whereas all employees belonging to the "Business Department" were laid off by May 1, 2019.

Whereas UOSU has stated its intention to reopen its convenience store and café businesses.

Whereas COVID-19 and other unforeseen circumstances have delayed the reopening of UOSU businesses beyond UOSU's first year of operations.

Whereas Section 14.3.3 of the Collective Agreement states "A laid-off employee shall have recall rights for one (1) year following their layoff and the Employer shall notify said employees of regular and temporary vacancies."

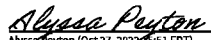
Whereas UOSU recognizes the valuable contributions and importance of the institutional memory of CUPE members.

Therefore be it resolved that:

1. The above noted recitals are true and proven and form an integral part of these Minutes of Settlement.
2. Employees belonging to the Business Department on April 30, 2019 shall retain their recall rights until UOSU reopens its businesses, but for a period not exceeding three (3) years from the date of this agreement.

**Electronically signed by both parties.**

**ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 4943**

  
Alyssa Peyton (Oct 27, 2022 15:51 EDT)

Alyssa Peyton,



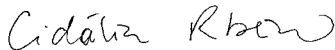
Jesus Adrian Napoles

  
Sarah Yusuf (Oct 31, 2022 15:58 EDT)

Sarah Yusuf

  
Felipe Thornberry-Giraldo (Oct 27, 2022 15:54 EDT)


Felipe Thornberry-Giraldo




Cidália Ribeiro

.vt/cope491  
August 26, 2022

**ON BEHALF OF THE UNIVERSITY OF  
OTTAWA STUDENTS' UNION (UOSU)**

  
Manon Methot (Nov 1, 2022 16:02 EDT)

Manon Methot

  
Nouria Sawadogo (Nov 1, 2022 20:06 EDT)

Nouria Sawadogo



Armaan Singh

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**CUPE AND ITS LOCAL 4943 (the “UNION”)**  
**AND**  
**UNIVERSITY OF OTTAWA STUDENTS’ UNION (the “EMPLOYER”, “UOSU”)**  
**Together the “PARTIES”**

RE: WORKPLACE HARASSMENT AND VIOLENCE

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During bargaining 2022, the Parties engaged in meaningful discussion on Health and Safety issues. Agreement was reached to include language on *Joint Health and Safety Committee (“JHSC”)* into collective agreement. With respect to the legislatively required Workplace Violence and Harassment Policies and Programs, the Parties agreed that these policies and programs should be discussed and developed by the JHSC. Given the importance of these documents, as well as the legislative requirement to develop, implement and post these policies and programs in the workplace, the Parties agree that the JHSC should undertake this work on an urgent basis. All policies and programs must be developed, implemented, and posted not later than six (6) months following the ratification of the Memorandum of Settlement for bargaining of the Collective Agreement that expired on April 30, 2022.

The JHSC shall include all items that are required under the *Occupational Health and Safety Act R.S.O. 1990, c. O.1 PART III.0.1 VIOLENCE AND HARASSMENT* and may also include additional factors, as determined by the JHSC.

Violence and Harassment Policies and Programs shall be reviewed at least annually by the JHSC.

In accordance with the *Occupational Health and Safety Act R.S.O. 1990, c. O.1 PART III.0.1 VIOLENCE AND HARASSMENT* employees will be trained on these policies and procedures and such training shall occur within three (3) months of the development and implementation of policies and programs. Training will be repeated annually if changes are made to any of the policies or programs. Training will be offered during working hours.

Once developed by the JHSC, the Parties agree to add the *Workplace Violence Policy and Program* and the *Workplace Harassment Policy and Program* into the Collective Agreement as Appendix “A” and further agree to amend the Appendix whenever changes are made to the Policies and Programs, as determined by the JHSC.

Electronically signed by both parties.

**ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 4943**

  
Alyssa Peyton (Oct 27, 2022 15:51 EDT)

\_\_\_\_\_  
Alyssa Peyton,



\_\_\_\_\_  
Jesus Adrian Napoles

  
Sarah Yusuf (Oct 31, 2022 15:58 EDT)

\_\_\_\_\_  
Sarah Yusuf

  
Felipe Thornberry-Giraldo (Oct 27, 2022 15:54 EDT)

\_\_\_\_\_  
Felipe Thornberry-Giraldo  
**Cidalia Ribeiro**

\_\_\_\_\_  
Cidália Ribeiro

**ON BEHALF OF THE UNIVERSITY OF  
OTTAWA STUDENTS' UNION (UOSU)**

**Manon Methot**

\_\_\_\_\_  
Manon Methot

**Nouria Sawadogo**

\_\_\_\_\_  
Nouria Sawadogo

**Armaan Singh**

\_\_\_\_\_  
Armaan Singh

:vt-cope-sepb 491  
October 27, 2022










# DRAFT\_CA\_L4943\_University\_Ottawa\_Students\_Union\_Expiring\_2025

Final Audit Report

2022-11-02

|                 |  |
|-----------------|--|
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| By:             | Vanessa Tchicaya (vtchicaya@cupe.ca)         |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAACEXOcHVXfy7IsFOpohQ59t_nj9MSf5RU |

## "DRAFT\_CA\_L4943\_University\_Ottawa\_Students\_Union\_Expiring\_2025" History

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2022-10-27 - 7:29:28 PM GMT
-  Document emailed to executive-director@seuo-uosu.com for signature  
2022-10-27 - 7:50:44 PM GMT
-  Document emailed to operations@seuo-uosu.com for signature  
2022-10-27 - 7:50:44 PM GMT
-  Document emailed to Babacar Faye (president@seuo-uosu.com) for signature  
2022-10-27 - 7:50:44 PM GMT
-  Document emailed to apeyt067@uottawa.ca for signature  
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-  Document emailed to Jesus Adrian Napoles (jmap068@uottawa.ca) for signature  
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-  Document emailed to syusu103@uottawa.ca for signature  
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-  Document emailed to felithorn@gmail.com for signature  
2022-10-27 - 7:50:45 PM GMT
-  Document emailed to Cidalia Ribeiro (cribeiro@cupe.ca) for signature  
2022-10-27 - 7:50:45 PM GMT
-  Email viewed by apeyt067@uottawa.ca  
2022-10-27 - 7:51:00 PM GMT

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2022-10-27 - 7:51:43 PM GMT

 Document e-signed by Alyssa Peyton ([apeyt067@uottawa.ca](mailto:apeyt067@uottawa.ca))

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2022-10-27 - 7:54:45 PM GMT

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2022-10-27 - 8:04:08 PM GMT

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2022-10-31 - 1:08:01 PM GMT

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2022-10-31 - 1:26:43 PM GMT

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2022-10-31 - 7:58:15 PM GMT

 Document e-signed by Sarah Yusuf ([syusu103@uottawa.ca](mailto:syusu103@uottawa.ca))

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2022-11-01 - 8:02:02 PM GMT

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2022-11-02 - 0:04:55 AM GMT

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2022-11-02 - 0:06:00 AM GMT

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2022-11-02 - 7:44:24 PM GMT

 Document e-signed by Babacar Faye (president@seuo-uosu.com)

Signature Date: 2022-11-02 - 7:45:34 PM GMT - Time Source: server

 Agreement completed.

2022-11-02 - 7:45:34 PM GMT