

# **COLLECTIVE AGREEMENT**

**between**

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

**and**

**Graduate Students' Association des étudiant.e.s diplômé.e.s  
(GSAÉD)**

**Effective: July 1, 2023  
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*NB.: The pronoun "they" has been used in the present document to refer to the singular or the plural, and to provide gender-neutral language.*

## **INDIGENOUS LAND ACKNOWLEDGEMENT**

The Canadian Union of Public Employees (CUPE) Local 1281 and the GSAÉD acknowledges that the University of Ottawa's campus is located on the traditional, unceded, and unsurrendered Algonquin Nation territory.

By this acknowledgement, we pay respect to the Algonquin Nation, and we remind ourselves of the ongoing impacts of our colonial communities on Indigenous people, and we also commit to taking action toward reconciliation.

Due to the sacrifices and injustices, many Indigenous people faced and still face today, we would not be standing here today, so for this we give thanks as we stand in solidarity with the Anishinaabe Nation.

## **DEFINITIONS**

**Employer:** GSAÉD (The Graduate Students' Association des étudiant.e.s diplômé.e.s)

**Association:** GSAÉD

**Union:** The Canadian Union of Public Employees and its Local 1281

**Employees:** Those individuals within the Bargaining Unit, as set out in Schedule A.

**Spouse:** For the purposes of this agreement a spouse is a person who is married to an Employee, or who cohabits with an Employee in a continuing opposite or same sex relationship.

**General Manager:** Manager or Officer appointed by the GSAÉD Board of Directors to be the liaison between the Employees, the Employer and the Union.

**GSAÉD Grievance Committee:** A standing committee of the Executive Committee of the Employer with a maximum of three (3) members one of whom shall be the General Manager and one of whom may be from either the Board or Council, who shall be empowered to make binding decisions on behalf of the Employer for the purposes of the Grievance Procedure (Article 11).

**Steward:** A member of the Union who is selected annually by the Bargaining Unit members, and authorized by CUPE Local 1281 in accordance with its By-Laws, to represent bargaining unit members in the workplace.

### **Business Day**

A calendar day of the week from Monday to Friday but excluding Saturday and Sunday and any statutory holiday.

### **Regular Work Day**

An eight (8) hour day with one 45 minutes for lunch and two 15-minute breaks.

### **In writing**

For the purposes of this Agreement the term "in writing" shall refer to a hard copy letter drafted on Association or Union letterhead, which may be delivered by email, as long as a copy is provided to the CUPE Local 1281.

## **ARTICLE 1 - PURPOSE**

### **1.01      *Purpose***

The purpose of this Collective Agreement between the Employer and the Union is to establish and maintain a harmonious and mutually beneficial relationship between the Employer and employees represented by the Union in addition to maintaining rates of pay, other working conditions and conditions of employment, and to provide appropriate procedures for the resolution of grievance and problems during the term of the Agreement. Both parties will make every effort to settle issues at the initial levels through constructive consultation and discussion.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.01      *Management Rights***

**2.01.1**    The Union agrees that subject to the terms of the Collective Agreement, it is the exclusive function of the Association to manage its businesses; direct the working forces including, but not limited to amending job descriptions (in accordance with Article 24), determining schedules, shifts, hours in a fair and equitable manner; suspend, discharge or discipline Employees for just cause; hire, promote, demote, transfer, and lay-off Employees; and establish, maintain, enforce, and alter rules and regulations covering the operation of the Association.

**2.01.2**    The Employer agrees that such functions shall be exercised in accordance with the provisions of the Collective Agreement. In addition, the Employer retains all rights not otherwise specifically covered in the Agreement under any applicable statute or common law, provided however, that any exercise of these rights shall not be in conflict with any of the provisions of the Agreement and shall be subject to the provisions of the grievance procedure as set out herein.

### **2.02      *Not Discriminatory***

The Employer shall exercise its functions in a fair and reasonable manner. The Employer shall not direct the working force in a discriminatory manner.

### **2.03      *General Manager***

The Employer agrees to appoint 2 (two) General Managers one of whom shall be the designate and act as the Employer's representative with Employees and the Union. The other shall be the alternate in cases of the absence of the designate. The Union shall be notified in writing of the names and contact information of the General Managers.

## **ARTICLE 3 - RECOGNITION AND NEGOTIATION**

### **3.01 *Bargaining Unit***

The Employer recognizes the Canadian Union of Public Employees and its Local 1281 as the sole and exclusive collective bargaining agent for all employees employed by the Graduate Students Association des étudiants.e.s diplômés.e.s (GSAÉD) in the City of Ottawa, save and except the elected positions, supervisors and persons above the rank of Supervisor.

### **3.02 *Work of the Bargaining Unit***

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, as defined in Appendix A, except in cases of emergency, training, or other situations that are mutually agreed upon in writing by the Parties.

### **3.03 *No Other Agreements***

Except with the agreement and participation of the Union, no Employee in the Bargaining Unit shall be required or permitted to make a written or verbal agreement with the Employer or their representative which conflicts with the terms of this Agreement.

### **3.04 *Right and Duty of Fair Representation***

The Union shall have the right at any time to have the assistance of representative(s) of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Upon prior notice, such representative(s) shall have access to the Employer's premises during working hours in order to deal with matters pertaining to the implementation of this Collective Agreement.

### **3.05 *Representatives***

Except with the agreement and participation of the Union, the Employer shall not bargain with or enter into any agreement with an Employee or group of Employees in the Bargaining Unit. No Employee or group of Employees shall undertake to represent the Union at meetings or formal communications with the Employer without the proper authorization of the Union. In representing an Employee or group of Employees, an elected or appointed representative of the Union shall be the Spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

### **3.06 Union Officers and Committee Members**

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work for such purposes shall first be obtained from the General Manager or designate. Such permission shall not be unreasonably withheld. All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked. The Union will advise the Employer in writing of the names of the one (1) Shop Steward, whom will be chosen or elected annually from the bargaining unit and officially appointed in accordance with the CUPE 1281 By-Laws. It is understood that time spent in preparation for negotiations, processing and attending grievances, and attending Union meetings, etc., shall be in accordance with Article 17 and 28.01

## **ARTICLE 4 - NO DISCRIMINATION/HARASSMENT**

### **4.01 Cooperation**

Both parties agree that they will work to build an environment of mutual respect in all of the interactions between Employees, Union, and Employer.

### **4.02 Violence and Harassment in the Workplace**

The Employer agrees to maintain, jointly with the Union, through the Joint Health and Safety Committee, policies and programs that protect workers against violence and harassment in the workplace. The policies and programs will be maintained to meet or exceed the requirements under this Collective Agreement and the Ontario Occupational Health and Safety Act R.S.O. 1990, as amended. The Employer agrees to include the subjects of violence and harassment in the workplace in its mandatory staff and management training sessions.

### **4.03 No Discrimination**

Both parties agree that there shall be no discrimination, interference, restriction, harassment or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise nor by reason of their membership or non-membership in the Union.

Both parties agree that it will follow the Ontario Human Rights Code. The Code prohibits actions that discriminate against people based on a protected ground in a protected social area.

Protected grounds are:

- Age
- Ancestry, colour, race
- Citizenship
- Ethnic origin
- Place of origin
- Creed
- Disability
- Family status
- Marital status (including single status)
- Gender identity, gender expression
- Receipt of public assistance (in housing only)
- Record of offences (in employment only)
- Sex (including pregnancy and breastfeeding)
- Sexual orientation.
- Political or religious affiliation or activity

Protected social areas are:

- Accommodation (housing)
- Employment
- Goods, services and facilities
- Membership in unions, trade or professional associations.

The Parties also agree that language requirements as set out in postings that comply with the GSAÉD policies and regulations on English/French bilingualism shall not be deemed discriminatory.

#### **4.04 *Ontario Human Rights Code***

The Employer and the Union agree to observe the provisions of the Ontario Human Rights Code.

#### **4.05 *Harassment***

The Employer will make every reasonable effort to make the workplace a harassment-free environment. Harassment is a form of discrimination and includes all forms of harassment, including but not limited to sexual, gender and racial harassment; harassment on the basis of sexual orientation; and harassment on the basis of a disability. Harassment shall be defined as any improper behaviour by a person which is offensive to any person and which that person knows or ought reasonably to have known would be inappropriate or unwelcome. It comprises objectionable conduct, comment or display made on either a one time or continuous basis that demeans, offends, intimidates, belittles or causes personal humiliation or embarrassment to an Employee. Harassment may also occur through verbal and/or written communications.

#### **4.06 Sexual Harassment**

- (a) Sexual harassment shall be defined as any sexually oriented practice that undermines a person's health, job performance, or workplace relationships or endangers a person's employment status or potential.

Sexual harassment shall include:

- i) unwanted attention of a sexual oriented nature; or
  - ii) implied or expressed promise of reward for complying with a sexually oriented request; or
  - iii) implied or expressed threat of reprisal or the denial of opportunity for the refusal to comply with a sexually oriented request; or
  - iv) sexually oriented remarks or behaviour, which may reasonably be perceived to create a negative working environment.
- (b) Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
- (c) No information relating to the grievor's personal background, life style or mode of dress will be admissible during the grievance or arbitration process.

#### **4.07 Gender Harassment**

Gender harassment shall include any behavior that reinforces traditional heterosexual gender norms and includes, without limitation, offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of sexual preference or gender but which may not be sexually motivated.

#### **4.08 Racial/Ethnic Harassment**

Racial/ethnic harassment shall, without limitation, include offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of race, creed, colour, place of origin, ethnic origin, citizenship and/or ancestry, but which may not be sexually motivated.

#### **4.09 Harassment Investigation**

Where an Employee has raised an allegation of harassment by a staff member, the General Manager or member of the executive committee, the Employer shall within

10 days initiate an investigation. The Employer and the Union may extend this deadline by mutual written agreement. Such investigation shall be done by an external investigator.

**4.10      *Employment Equity Plan***

The Employer and the Union shall construe nothing in this Article as a barrier to the formulation or implementation of any employment equity plan.

**4.11      *Whistleblower Protection***

There shall be no retaliation or threat of retaliation against an employee who, in good faith and on the basis of a reasonable belief, reports wrongdoing by any member of the workplace or campus community or who gives information or evidence in relation to the reported wrongdoing.

**ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT**

**5.01      *All Employees to be Members***

Within one week of the signing of this Agreement, all Employees that are within the scope of this agreement, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-law of the Union. As a condition of employment, all new Employees shall become and remain members in good standing of the Union.

**5.02      *Membership Lists***

The Employer will submit the names of all newly hired bargaining unit members including bargaining unit members' first and last names, home address, job classification, wage, home phone number and email address. A full list of all bargaining unit members will be forwarded to the Local's office bi-annually.

**ARTICLE 6 - CHECK-OFF OF UNION DUES**

**6.01      *Check-Off of Union Dues***

The Employer shall deduct from every member of the bargaining unit any dues, initiation fees, or assessments levied by the Union on its members.

**6.02      *Deductions***

Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the 10<sup>th</sup> day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, and

classifications of Employees from whose wages the deductions have been made.

**6.03      *Dues Receipts***

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

**ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES**

**7.01      *Potential Employees***

The Employer agrees to acquaint potential Employees with the fact that a union agreement is in effect.

**7.02      *New Employees***

The Employer shall provide all new Employees with a copy of the current Collective Agreement on or before the first day of work.

**7.03      *Meeting Opportunity***

On commencing employment, the General Manager shall introduce the new Employee to their Union Steward or Representative. A representative of the Union shall be given an opportunity to meet each new Employee during regularly scheduled working hours, without loss of time worked, for a maximum of 1 (one) hour during the first three (3) weeks of employment for the purpose of acquainting the new Employee with the benefits and duties of union membership and their responsibilities and obligations to the Union.

**ARTICLE 8 - RESOLUTIONS AND REPORTS OF THE EMPLOYER**

**8.01      *Employer Shall Notify Union***

Any issues being brought forward to the Council/Board which affects Employees within this bargaining unit shall be communicated to the Shop Steward and the Union, in writing, in advance of the meeting.

**ARTICLE 9 - CORRESPONDENCE**

**9.01      *Notices***

Where notice or reply to the Union is required by any clause of this Collective Agreement, such notice shall be in writing to the sub-local Shop Steward, with a copy

sent to the President of the CUPE Local 1281 via email at [president@cupe1281.ca](mailto:president@cupe1281.ca) and to the Service Coordinator at [office@cupe1281.ca](mailto:office@cupe1281.ca) and forwarded via regular mail to #25 Wood Street, Suite 102, Toronto, Ontario, Canada, M4Y 2P9. In the event that a hard copy notice is not sent by regular mail during the first 30 days after May 1<sup>st</sup> upon the annual election of a new Executive, CUPE 1281 will remind the Employer of the Notice procedure once before being deemed to be null and void.

## **ARTICLE 10 - UNION REPRESENTATION**

### **10.01      *Shop Steward***

On an annual basis the Union shall appoint a Shop Steward, who has been elected by and from the members of the bargaining unit as defined in Article 3.01, to represent them to the Employer, in a manner that is consistent with the terms of this Agreement, and is not arbitrary, discriminatory or in bad faith. The Shop Steward shall be assumed to be the Employer's point of contact for all purposes of this Agreement, except where otherwise provided. Where there is no Shop Steward elected or where the Shop Steward requires representation, or a member requests, the Local's Service Coordinator or a member of the CUPE1281 Executive or designated Union representative will be appointed to act as the point of contact with the Employer.

### **10.02      *Name of Steward***

The Union will notify the Employer in writing of the name of the Shop Steward on an annual basis.

### **10.03      *Bargaining Committees***

The Union will be entitled to select a bargaining committee of no more than four (4) persons which shall normally include the Shop Steward and at least one member of the committee shall be selected by the CUPE Local 1281 Executive to act as the Union's designated rep. The Union will advise the Employer of the names of the members of this committee at the time it gives notice to bargain to the Employer. The Employer will select a bargaining committee of not more than four (4) persons and not less than two (2) persons. The Employer will notify the Union of the names of this committee within five (5) business days of the Union's notice to bargain.

### **10.04      *Assistance from CUPE***

The Union shall have the right, at any time, to have assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises at a time mutually agreeable to the Employer and the representative in order to investigate and assist in the settlement of grievances as

defined in Article 11.

**10.05      *Labour/Management Committee***

At the request of either party, Labour/Management meetings shall be held between equal numbers of representatives of the Employer and of the Union to discuss any questions, excluding grievances or collective bargaining or disciplinary matters, which may arise in connection with established procedures, as well as any suggestions or constructive criticism relating to the operations of the Employer, or the relations between the two parties in this Collective Agreement. It is understood that the Union representatives on the Committee shall consult with CUPE 1281 prior to reaching any agreement.

**10.06      *Meetings of Labour/Management***

Labour/management shall be comprised of two (2) representatives of the Employer, one of whom shall normally be the General Manager, and two (2) representatives of the Union, one of whom shall normally be the Shop Steward and or designated representative of the Union. The Labour/management committee shall meet at least once per semester, or within five (5) days of receipt of written notification by either Party at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with these Committees.

**10.07      *Chairperson of the Meeting***

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

**10.08      *Minutes of Meeting***

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive a signed copy of the minutes within one (1) week following the meeting.

**ARTICLE 11 - GRIEVANCE PROCEDURE**

**11.01      *Definition of Grievance***

For the purpose of this Collective Agreement, "grievance" will mean any difference or dispute between the Employer and any Employee(s) or the Union arising out of the interpretation, application, administration, or alleged violation of this Collective Agreement. The parties to this agreement share the desire to resolve as quickly as possible all complaints arising from the application or interpretation of the

Collective Agreement.

## **11.02 Recognition of Union Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards. The Steward shall assist the authorized representative of the Local in liaising with Employees for the purposes of preparing their grievance in accordance with the grievance procedure including any question as to whether a matter is grievable.

## **11.03 Type of Grievances**

- a) Individual Grievance: A grievance that is confined in scope to a particular employee.
- b) Group Grievance: Where the matter is of concern to a group of Employees or where several individual grievances, after being consolidated at some stage, are brought forward as one (1) grievance.
- c) Policy Grievance: Where either party disputes the general application, interpretation, or alleged violation of an Article of this Agreement, where the matter of concern is not specifically confined in scope to any particular Employee.
- d) Harassment Grievance: group or individual grievances filed pertaining to alleged harassment or in instances where the Employer has failed to provide a safe working environment, free of harassment.

## **11.04 Grievance Process**

The following procedures shall be adhered to in processing grievances:

### **Step One: Complaint Stage**

A complaint shall not be considered a grievance, unless the Employee has first given the General Manager (or designate) and the executive board chair the opportunity to adjust the complaint. Such complaint shall not be considered after ten (10) business days of the circumstances giving rise to the complaint or ten (10) business days when the Employee ought to reasonably have become aware. Failing satisfactory resolution within five (5) business days after the complaint has been made, the matter may then be processed as a grievance in the following manner below. However, if both parties agree that Step Two is redundant, the grievance would be put forward at Step Three.

### **Step Two: Filing of Grievance**

The Union may file a Grievance in writing with the General Manager or designate within ten (10) business days of the response provided to the initial complaint, except for a grievance filed under Article 27 (Health and Safety) in which case the

Union will have fifteen (15) days or Article 4 (No Discrimination/ Harassment) in which case the Union will have thirty (30) business days.

Grievances shall be addressed in writing via email to the General Manager. The Grievance shall state briefly the facts giving rise to the grievance, the Articles giving rise to the grievance, and the remedy requested.

In all instances where the General Manager has received a written grievance, in accordance with the paragraph above, the GSAÉD and the Union will hold a Grievance meeting within ten (10) working days after receipt of the written grievance by the General Manager.

The General Manager shall render their decision concerning the grievance within ten (10) working days after the date of the meeting.

### **Mediation**

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding Step three (3) below, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

### **Step Three: Referral to Arbitration**

Failing satisfactory settlement being reached at Step two, the Union may, within ten (10) business days of the Employer's decision at Step two, notify the Employer in writing of its intention to refer the dispute to arbitration.

#### **11.05 *Union Representation***

The grievor shall have the right to be present at all steps of the grievance procedure and will be accompanied by a Union Representative. The grievor may delegate a Union Representative to act on their behalf for any step of the grievance procedure.

#### **11.06 *No Interference***

After a grievance has been initiated, the Employer shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly with the aggrieved Employees. Violation of this section shall result in the grievance being allowed.

#### **11.07 *Bypassing Step 1***

Where a dispute involving a Policy, group, harassment or termination/layoff

grievance is filed, Step 1 of this Article will be by-passed.

## **ARTICLE 12 - ARBITRATION**

### **12.01      *Single Arbitrator***

When either party is in receipt of a request to refer a grievance to arbitration, the parties will attempt to reach a mutual agreement on a single arbitrator within twenty (20) working days of the referral request in Step three of the grievance procedure. If the parties fail to reach a mutual agreement on a single arbitrator within this time frame, either party may request the Ministry of Labour to appoint a single arbitrator.

### **12.02      *Decision of Arbitrator or Board of Arbitration***

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

### **12.03      *Expenses of the Single Arbitrator***

Each party shall pay half the expenses and fees of the Arbitrator

### **12.04      *Amending of Time Limits***

The time limits fixed in the grievance and arbitration procedure may be extended by mutual agreement in writing only.

### **12.05      *Limitations on Arbitrator's power***

The Arbitrator shall not have the power or authority to alter, amend or substitute any of the provisions of the Agreement.

### **12.06      *Notification to Arbitrator***

The Party requesting that a grievance be submitted to arbitration will notify the agreed to Arbitrator within fourteen (14) days, who will hear and determine the matter without any undue delay.

## **ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### **13.01      *Just Cause***

The Employer will not discipline, suspend, or discharge an Employee without just cause.

### **13.02 *Progressive Discipline Procedure***

The Employer accepts and gives effect to the principle of progressive discipline, and therefore agrees that, except in cases of extreme misconduct, discipline will proceed as follows: meeting, letter of warning, notification of discipline, suspension(s), and discharge. In such cases, the Employee and the Union shall be clearly informed in writing and it shall be clearly stated that it is a meeting or written warning. The Employer recognizes that prior to imposing discipline, an Employee will be given a reasonable opportunity to correct the situation about which there has been a complaint. Failure of the Employer to conform with the provisions of this clause shall render the discipline or discharge null and void.

### **13.03 *Discipline Procedure***

#### **Step 1 - Meeting**

Prior to any consideration of discipline, the Employer, who has a complaint or who has received a complaint shall notify the Employee and the Union in writing and schedule a meeting to be held within ten (10) business days (not to coincide with vacation time or sick days) of the notification to discuss the subject matter of the complaint formally. The notice of meeting shall include a brief but clear statement of the allegations, which form the basis of the complaint, as well as the time, place, and date of the meeting, and shall inform the Employee of their right to Union representation at the meeting.

The Employer shall provide the Employee with an opportunity to respond to the allegation. A Union representative must be present for the meeting to occur.

If the parties agree at the meeting that the complaint is not valid or is dismissed, then the Employer shall immediately expunge from the Employee's personnel file and all Employer records the notification of the Step 1 Meeting and any documents related to the complaint. If the complaint is not resolved or dismissed, the Employer may issue a Letter of Warning, in accordance with Step 2.

#### **Step 2A - Letter of Warning**

The Employer may, within fifteen (15) business days (not to coincide with vacation time or sick days) issue a Letter of Warning based on the complaint raised in Step 1. The Letter of Warning shall state that disciplinary action may be imposed, in accordance with the procedures herein contained and/or, where the complaint concerns the standard of the Employee's work, if the employee fails to bring their work up to a reasonable standard by a given date to be determined by the Employer. Such date shall give the employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning.

No act, omission, or failure to conform to a required standard shall appear in a Letter of Warning, which did not appear in the Notice of Meeting issued in Step 1.

### **Step 2B - Employee Response**

An Employee receiving a Letter of Warning may respond in writing within ten (10) business days. Any response provided will become part of their personnel record and such reply will be prepared by the employee outside of regular working hours. The response may request a meeting to take place between the Employee, the Union and the Employer to discuss the warning.

### **Step 3 - Notification of Disciplinary Action**

The Employer may implement disciplinary action within twenty (20) working days, after issuing the Letter of Warning if the problem is not corrected. The twenty (20) working days allowance shall not coincide with vacation or sick time. The Employer shall advise the Employee and the Union, in writing, of the disciplinary action to be taken.

Formal discipline shall only be imposed following the issuance of a Letter of Warning and only in accordance with the terms defined in such document. Employees will be notified in writing of the grounds for discipline or discharge with a copy immediately provided in writing to the Union.

#### **13.04 *Scope of Discipline***

The Employer shall not discipline an Employee for any reason other than those contained in the Notice as set out in Step 1.

#### **13.05 *Record of Discipline***

The record of disciplinary action, including matters forming the basis of or raised during such a disciplinary action, will not be referred to or used against an Employee after a period of twelve (12) months following such an action provided that they are not subject to further discipline during this period.

#### **13.06 *Right to Have Steward Present***

An Employee shall have the right to have their Steward present at any discussion with supervisory personnel. Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor shall so notify the Employee and the Union in advance of the interview, in writing. A Steward or Union officer will have the right to consult with a CUPE Staff Representative and to have them present at any discussion with supervisory personnel.

**13.07      *Right to Confidentiality***

The Employer and the Union agree that all correspondence and meetings related to the disciplinary procedures and grievances will be kept strictly confidential, and limited to the parties directly involved in the investigation and processing of the complaint.

**13.08      *Personnel Records***

- a) An Employee file may contain entries of a disciplinary nature, and such files will be deemed as evidence of the Employer's implementation of progressive discipline with regard to any directly related grievance and arbitration.
- b) The record of a disciplinary action, including matters forming the basis of or raised during such a disciplinary action, will not be referred to or used against an Employee after a period of twelve (12) months following such an action.
- c) Employees will have the right at any time to access and review their personnel records; furthermore, Employees have the right to respond in writing to any document contained therein. All such replies will become part of the Employee's permanent record.
- d) All personnel records will be kept in a secure location on the Employer's premises to ensure strict confidentiality.

**13.09      *Removal of Disciplinary Records***

The Employer agrees to destroy all letters of disciplinary action, including Letter of Warning from the Employee's record twelve (12) months after the said incident for which resolution occurred provided that the employee is not subject to further discipline during this period. All files are to be shredded after the twelve (12) month period.

**13.10      *Justification for Immediate Disciplinary Action***

Notwithstanding the above, where an Employee is in immediate danger to themselves or others, the Employer reserves the right to discipline an Employee for just cause, without first having such meeting, or issuing a warning or notification. In cases of discharge relating to fraud and/or theft from the Employer, the Employee shall be terminated immediately. The onus of just cause is on the Employer and if the Employer cannot prove fraud or theft, the Employee shall be reinstated with full pay and benefits retroactive to the date of termination without any seniority change

## **ARTICLE 14 - SENIORITY**

### **14.01      *Seniority Defined***

Seniority is defined as the length of service with the Employer measured in years months and days and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate by job classification bargaining unit wide

### **14.02      *Probationary Employee***

All newly hired Employees shall be considered to be on a probationary status for a period of three (3) months from the date of hiring. During the probationary period, such Employees shall be entitled to all applicable rights and privileges of this Collective Agreement except with respect to discharge. In assessing the discharge of a probationary Employee, an arbitrator shall taken into account whether the standards expected were reasonable, whether the Employee was notified of them, and given a fair opportunity to demonstrate their ability, whether the Employee was notified of deficiencies in their performance, and given an opportunity to correct them, and whether the Employer's assessment of the Employee was fair and reasonable.

### **14.03      *Seniority List***

The Employer shall maintain a seniority list showing the current schedule and classification and the date upon which each Employee is hired. An up-to-date seniority list shall be sent to the Union in January of each year or where layoffs occur.

### **14.04      *Loss of Seniority***

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

- (a) The Employee is discharged for just cause and is not reinstated under the grievance and/or arbitration procedure;
- (b) The Employee resigns in writing and does not withdraw within two (2) working days;
- (c) The Employee fails to return to work within seven (7) working days following a layoff and after receiving notice by registered mail to do so, unless due to sickness or just cause;
- (d) Any Employee who has been absent from work for seven (7) consecutive working days without notifying the Employer or designate. In the event the Employer or their designate is not available to answer the telephone, a

voicemail message may be left and shall constitute the required notification;

- (e) The Employee is laid off for more than twelve (12) months;
- (f) The Employee fails to return to work as scheduled after the expiration of any leave granted, unless due to illness or just cause.

#### **14.05      *Accumulation of Seniority***

An Employee will continue to accumulate seniority for the duration of any leave of absence, paid or unpaid, which is covered by the terms of this Agreement or is provided by provincial or federal statute.

### **ARTICLE 15 - VACANCY, HIRING AND STAFF CHANGES**

#### **15.01      *Definition of Vacancy***

For the purpose of this Article, "Vacancy" shall be defined as any position listed under Appendix A, which becomes vacant whether through layoff, discharge, resignation, or retirement or any permanent position created by the Employer which has yet to be hired for the first time.

#### **15.02      *Job Posting***

When a vacancy occurs or a new position is created, the Employer shall notify the Union and the Bargaining Unit members via email and may with the consent of the Union simultaneously advertise the position externally. Such consent will not be unreasonably withheld by the Union. The period of time for making application will be at least seven (7) calendar days.

#### **15.03      *Contents of Notice***

Such notice shall contain the following information:

- Nature of position
- Qualifications
- Required knowledge and education
- Skills,
- Shift,
- Wage or salary range or rate and hours of work.
- Location
- Application deadline
- Position is open to all gender identifications

Those qualifications may not be established in an arbitrary or discriminatory manner.

**15.04      *Hiring Committee***

A hiring committee will be appointed for the purposes of undertaking the hiring process for any vacancy that exists. The hiring committee shall consist of one member selected by the Union (normally the Steward) and two (2) members appointed by the employer, all of whom shall have the right to be active at each step in the committee's work. The Employer will notify the Union of the creation of the Committee at the time that Notice of Vacancy is provided to the Union, following which both the Union and the Employer will have five (5) business days to appoint their respective members to the Committee.

**15.05      *Hiring Decision***

The final hiring decision shall be the sole purview of the Employer, who may accept or reject any recommendation made by the Committee. The Employer has the responsibility of informing the chosen candidate about the decision.

**ARTICLE 16 - LAYOFFS AND RECALLS**

**16.01      *Definition of Layoff***

A layoff shall be defined as a reduction in the work force or a reduction of more than 30% in the regular hours of work in any four (4) week period.

**16.02      *Layoff***

When the Employer decides that circumstances require a temporary or permanent layoff for the purpose of reducing the work force within a job classification, layoffs will be in reverse seniority. The Employer will notify Employees who are to be laid off at least six (6) weeks prior to the effective date of lay-off, or award pay in lieu thereof for any days that the Employee(s) would normally have worked if notification is less than six (6) weeks.

**16.03      *Recalls***

Where a vacancy occurs in a classification following a reduction of personnel as a result of which an Employee has been laid off, Employees will be recalled in the order of their seniority by job Classification, bargaining unit wide.

- (a)            Employees being recalled shall be notified in writing by registered mail and e-mail two (2) weeks in advance of recall;

and

- (b) To be eligible for recall, a laid-off Employee must keep the Employer informed of their current address. A laid-off Employee who fails to report in for duty within five (5) days of receiving notification by registered letter shall forfeit the right to be recalled. Laid off Employees engaged in alternate employment and who are recalled shall be permitted to give their current Employer reasonable notice of termination to accept the recall.
- (c) A laid off employee shall have recall rights for twelve months (12) following their layoff.

## **ARTICLE 17 - LEAVE OF ABSENCE**

### **17.01 *Leave of Absence for Full-time Union Duties***

An Employee who is elected or selected for a full-time position with the Union shall be granted leave of absence without loss of seniority for a period of one year. Such leave may be extended with mutual consent. Both the Union and the Employer shall take into consideration the impact of such an extension on the operations of the Employer. The Employer will not unreasonably withhold its decision to allow such an extension.

### **17.02 *Time Off for Elections***

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

### **17.03 *Pay During Leave of Absence for Union Work or Conventions***

An Employee shall receive the pay and benefits provided for in this Agreement when on an unpaid leave of absence for those Employees who are elected or appointed to represent the Union at a conference, convention, Union education workshops/courses or other Union business (including grievances and Executive positions) to a maximum of ten (10) working days per year to be distributed at the Union's discretion.

### **17.04 *Requests for Leave***

All requests for leave will be made in writing to the Employer, indicating the time(s) and date(s) being requested and signed by the Employee's immediate supervisor indicating their approval. Such request shall not be unreasonably withheld, subject to operational requirements. Where possible, any such request must be made at least three (3) weeks prior to the commencement of the leave being requested.

**17.05**      ***Paid Bereavement Leave***

- (a)            Full-time Employees shall be granted a maximum of ten (10) regularly scheduled consecutive paid work days' leave in the case of death or serious illness of a parent, spouse, common-law spouse (including a same-sex partner who otherwise fits the definition of common-law spouse), sibling, child, father-in-law or mother-in-law. Where the burial takes place at a distance of more than 250 km such leave shall also include reasonable traveling time, the combination of both not to exceed fourteen (14) days paid leave. In exceptional circumstances, paid bereavement leave may be extended at the discretion of the Employer in negotiation with the Employee.
  
- (b)            In the event of the death of the employee's close friend, aunt, uncle, grandparents, grandchild, son-in-law, or daughter-in-law and any other relative permanently residing in the employee's household a full-time employees shall be granted a maximum of one (1) day for the purpose of attending the funeral. Where the burial takes place at a distance of more than 250 km such leave shall also include reasonable traveling time, the combination not to exceed three (3) days paid leave.
  
- (c)            If an employee is on vacation leave at the time of the bereavement, the employee will be granted bereavement leave and the credited the appropriate number of days to vacation leave credits.

**17.06**      ***Preventive Medical Leave***

Full-time Employees shall be allowed up to five (5) days per annum paid leave of absence in order to engage in personal preventive medical health and dental care.

**17.07**      ***Education Leave***

Any time spent taking a course or program approved by the Employer, related to the employee's employment, shall be deemed time worked. Whenever possible, training or courses shall take place during regular work hours. The employee shall also be entitled to eight (8) hours of paid leave per year in order to take exams in a recognized institution.

**17.08**      ***Other Leaves***

The Employer will provide a leave of absence without pay to an employee as per and in accordance with the *Employment Standards Act, 2000* as amended from time to time.

## **ARTICLE 18 - PREGNANCY AND PARENTAL LEAVE**

### **18.01 *Pregnancy Leave***

The Employer shall not deny the pregnant Employee the right to continue to work until their date of delivery. The Employer reserves the right to request a doctor's certificate indicating that the Employee is capable of continuing their duties during their pregnancy.

- (a) An Employee who is pregnant shall be entitled upon application thereof to an unpaid leave of absence of up to seventeen (17) weeks. The leave of absence shall not end before the expiration of six (6) weeks following the actual date of delivery. Seniority shall accumulate during this leave of absence.
- (b) The Employee who applies for and is declared to be eligible to receive Employment Pregnancy leave Benefits is entitled to receive from the Employer while on pregnancy leave:
  - i. for the one (1) week waiting period provided for in the Employment Insurance Plan, a payment equal to 65% of their weekly gross salary will be paid to the employee by the employer.
  - ii. for each of the weeks where the employee receives Employment Insurance Pregnancy Leave Benefits, supplementary payments equal to the difference between 65% of their weekly gross salary and the Employment Insurance payment received will be paid to the employee by the employer.
- (c) Such payments will be made provided that the sum total of all earnings and payments received weekly by the employee (including Employment Insurance Benefits, Supplementary Employer payments and all other employment earnings) does not exceed 65% of their normal weekly earnings.
- (d) While on Pregnancy Leave, the employee shall continue to have access to all Health and Welfare benefits as provided for under this collective Agreement.
- (e) The Employee shall give the Employer at least two (2) weeks' notice, in writing, of the day upon which the leave of absence will commence.
- (f) An Employee may shorten the duration of the six (6) week period mentioned in this Article giving the Employer at least two (2) weeks'

notice of intent to do so and furnishing the Employer with a medical certificate confirming that the Employee is able to return to work.

- (g) An Employee who intends to resume employment on the expiration of a leave of absence granted under this Article shall so advise the Employer by giving at least four (4) weeks notice in advance and on their return to work, the Employer shall reinstate the Employee to the position held at time of leave or provide the Employee with alternative work of a comparable nature, at not less than the wages earned at the time the leave of absence began and without loss of seniority or benefits accrued to the commencement of the leave of absence.

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

## **18.02 Parental Leave**

- (a) An Employee with thirteen (13) weeks service who is eligible to take Parental Leave shall be entitled to the following:
  - i. Birth mothers who take pregnancy leave are entitled, upon request, to up to sixty-one (61) weeks of parental leave without pay, or as prescribed by the legislation in force at the time the leave is taken, whichever is greater.
  - ii. A parent who has not taken pregnancy leave, including an adoptive parent, is entitled to up to sixty-three (63) weeks of parental leave without pay, or as prescribed by the legislation in force at the time the leave is taken, whichever is greater.

The term "parent" means any person who falls under the definition of "parent" used in the *Employment Insurance Act* as amended.

- (b) Employees who have taken a Pregnancy Leave and who wish also to take Parental Leave must commence their Parental Leave immediately when the Pregnancy Leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.
- (c) Parental benefits are only available within the sixty-three (63) weeks following the child's birth, or for adoptive parents within the sixty-three (63) weeks from the date the child is placed with the parent.

- (d) The employee who applies for and is declared to be eligible to receive Employment Insurance Parental Leave Benefits is entitled to receive from the Employer, while on parental leave;
  - (1) for the one (1) week waiting period provided for in the Employment Insurance Plan, a payment equal to 65% of their weekly gross salary will be paid to the employee by the employer.
  - (2) For each of the weeks where the employee receives Employment Insurance Parental Leave Benefits, supplementary payments equal to the difference between 65% of their weekly gross salary and the Employment Insurance payment received will be paid to the employee by the employer.
- (e) Such payments will be made provided that the sum total of all earnings and payments received weekly by the employee (including Employment Insurance Benefits, Supplementary Employer payments and all other employment earnings) does not exceed 65% of their normal weekly earnings.
- (f) Supplementary parental leave payments shall not be made:
  - i. Beyond an employment termination date;
  - ii. Should Human Resources Development Canada disqualify the employee from receiving Employment Insurance Pregnancy Leave benefits.
  - iii. Should Human Resources Development Canada eliminate or reduce the payment of Employment Insurance Parental Leave Benefits, the employee shall be entitled to receive from the Employer payments equivalent to those which would have been made under the E.I. SUB plan at the time prior to its elimination or reduction.
- (g) While on Parental leave, the employee shall continue to have access to all Health and Welfare benefits as provided for under this collective Agreement.
- (h) Sick leave and annual vacation leave credits continue to accrue while an employee is on parental leave.
- (i) An employee on approved parental leave shall continue to accrue seniority.
- (j) Where an employee opts for the extended parental leave, the parental leave allowance payments made in accordance with the Supplementary Employment Benefit Plan will be prorated accordingly. For clarity, the

total amount of parental leave allowance payments made in accordance with the Supplementary Employment Benefit Plan during the extended parental leave shall not exceed the total amount that would have been paid had the employee chosen the standard parental leave.

**Note: Employment Standards Act (as amended)**

- (a) Standard parental leave is twelve (12) months;
- (b) Extended parental leave is eighteen (18) months.

**18.03 Continuation of Benefits**

Employees are entitled during Pregnancy and Parental leave to continue participation in all benefit plans

**18.04 Reinstatement**

Employees shall be reinstated following return from Pregnancy and Parental Leave to the position the Employee most recently held if it still exists, or to a comparable position if it does not, at no less than the wages earned at the time the leave began and without loss of seniority or benefits.

**ARTICLE 19 - SICK LEAVE PROVISIONS**

**19.01 Sick Leave Defined**

Sick leave means the period of time an Employee is absent from work with full pay by virtue of being physically or mentally sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, psychologist, therapist, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workplace Safety Insurance Board (WSIB).

**19.02 Amount of Paid Sick Leave (Full-time Employees only)**

Sick leave shall be credited annually at the amount of hours to equal twenty (20) for all full-time employees. The Employee shall be credited with their year's sick leave credit on July 1<sup>st</sup> annually, except in the first year of employment when sick leave credit for that year will be pro-rated from the date of commencing employment to April 30<sup>th</sup>. All unused sick leave credits will be paid out on April 30<sup>th</sup> of each year, or paid out upon leave of employment for any reason on a pro-rated basis.

**19.03      *Deductions from Sick Leave***

A deduction shall be made from credited sick leave of all normal working hours (exclusive of holidays) absent for sick leave. All hours of absence shall be deducted for all time lost.

**19.04      *Proof of Illness***

An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days, certifying that they were unable to carry out their duties due to illness. The Employer will reimburse the Employee for the cost of the medical certificate.

**19.05      *Extension of Sick Leave***

An Employee with more than one (1) year of service who has exhausted their sick leave credits shall be allowed an extension of their sick leave to a maximum of twelve (12) working days. The Employee shall repay the extension of sick leave in full. Such payment shall be made either through deduction of sick days from the employee's subsequent calendar year's allotment, or as a deduction from the employee's regular paycheque on a payment schedule that may extend up to twelve (12) months at the employee's choosing, or as a one-time deduction from the employee's final paycheque if the employee permanently leaves the job before the full payment is returned.

**19.06      *Illness in the Family***

In case of illness of an immediate family member [parent, spouse, common-law spouse (including a same-sex partner who otherwise fits the definition of a common-law spouse), sibling, child of the Employee, where no person other than the Employee can provide for the needs of the ill person, the full-time Employee shall be entitled, after notifying the Employer, to use paid sick leave for this purpose.

**19.07      *Sick Leave Payout***

Immediately after the close of each fiscal year on July 1st, the Employer shall advise each full-time Employee in writing of the amount of unused sick leave credit to be paid out to the Employee. The Employer shall issue the pay out no later than 30 days from the fiscal year end date mentioned above.

## **ARTICLE 20 - HOURS OF WORK**

### **20.01 *Full-time Employees***

For full-time employees receiving an annual salary, the normal work week will be 40 hours over five (5) workdays from Monday through Friday, for a total of 2,080 hours per year (including vacation and holidays).

### **20.02 *Scheduling and Hours of Operation***

Employee work schedules are established according to the operational requirements. For the Administration and Services Coordinator, the normal day shall not commence before 8:30 a.m. nor finish later than 5:30 p.m. The Advocacy and Communications Coordinator shall normally work eight (8) hours per day, which may include evenings or occasional weekends on a Saturday or Sunday. Scheduling shall be coordinated by agreement with the General Manager and shall allow for an extension beyond eight (8) hours per day from time to time as required for the completion of required job duties.

To allow employees to work reduced hours during the summer months, the parties agree on the following distribution of annual hours of work, with the understanding that the nominal workday remains eight (8) hours a day:

From September 1 to May 31 inclusive, the normal work week is forty and three-quarters (40.75) hours, and the normal daily schedule for office hours and for the Administration and Services Coordinator is from 8:45 am to 5:00 pm.

### **20.03 *Rest Periods***

- (a) All employees shall have a fifteen-minute rest period, considered time worked, for every four hours worked
- (b) Employee(s) will take 45 minutes for paid lunch break within a three-hour window in the middle of the scheduled shift at a non-busy period. If and when such a 'non-busy' period does not transpire, the Employer shall consider the worker to have worked a half [1/2] hour extra (over and above the scheduled hours) and the worker shall be paid accordingly.

### **20.04 *Working from home***

The Employer recognizes that due to the nature of work the employees may find it beneficial and more productive to work from home from time to time.

- (a) Executive Coordinator position may work from home under the following conditions:

- i. The Employee must request to work from home 24 hours in advance
- ii. The Employee shall provide a reasonable explanation for this request
- iii. The Employer has the right to deny a request to work from home.
- iv. When Public Health Emergencies are declared in which recommendations are made for the public to self-isolate/quarantine at home.

#### **20.05 Official University Closure**

Should the President or their delegate declare that the University or an area of the University, be officially closed temporarily due to environmental conditions, utility disruptions, road conditions, publicly declared emergencies, acts of God or other similar emergencies beyond the control of the employees covered by this Agreement, employees shall work from home and receive their regular salary and benefits during the closure.

#### **20.06 Quarantine**

Time lost by an employee as a result of being quarantined by a Medical Officer of Health or designate, and or Public Health Emergency declaration, in accordance with the applicable legislation, shall be treated as a leave of absence with pay for the duration of the quarantine. If the employee is willing and able to work during the quarantine period, the Employee shall work from home.

#### **20.07 Inclement Weather Conditions**

Employees shall attempt to arrange safe transportation to the workplace in all weather conditions. However, it is realized that in certain situations one may not feel safe to travel due to inclement weather conditions. In such cases, employees may be allowed an early departure or a late arrival or an entire day of leave as per articles covered within the Collective Agreement. In addition, employees shall be allowed arrange remote working options with their manager in advance of inclement weather days. Remote working options must be aligned with operational and service expectations and must also align with organizational policies and procedures. Such permission shall not be unreasonably withheld.

**ARTICLE 21 - OVERTIME**

**21.01 Overtime defined**

- (a) All time worked in excess of forty (40) hours per week shall be considered overtime with the exception of the 40.75 hour work week as defined in 20.02, which shall be paid at the regular rate.
- (b) Overtime shall be payable at 1.5 times the regular rate.
- (c) Employees shall not work overtime without advance authorization, in writing, by the Employer. Notwithstanding that overtime may not be worked without permission, the Employee shall be required to submit their record of overtime worked to the General Manager within three (3) working days of having worked the overtime.
- (d) Overtime work shall be on a voluntary basis, and requires pre-approval by the General Manager.

**21.02 Time Off in Lieu of Overtime (Full-time Employees only)**

Overtime hours will normally be compensated as lieu time and not in a monetary pay out. Such time off in lieu is to be scheduled by mutual consent between the General Manager and Employee and may be approved to a maximum of five (5) days at any one time. An Employee's request for time in lieu shall not be unreasonably denied, but it is understood that time off may not be granted during peak periods in the year. No more than ten (10) days of lieu time shall be banked at any given time. Compensation of pay at the overtime rate will only be dispensed with the approval of the Employer. Time in lieu that has not been used when the contract has been appropriately terminated will be paid out at the overtime rate.

**ARTICLE 22 - HOLIDAYS**

**22.01 Paid Holidays**

The Employer recognizes the following paid holidays:

New Year's Day	Civic Holiday (August)
Family Day	Labour Day
Good Friday	National Day for Truth and Reconciliation (September 30 <sup>th</sup> )
Easter Monday	Thanksgiving Day
Victoria Day	December 25
Canada Day	December 26

Employees shall have an additional paid holiday during the calendar year on one

of the following days of their choice: International Women's Day, May Day or La Saint Jean Baptiste Day

\*Any other day declared or proclaimed as a holiday by the federal, provincial or municipal government.

## **22.02 *Religious Holidays***

The Employer recognizes that an Employee may, for religious reasons, wish to observe holidays other than those listed in Article 22.01. In such cases, and subject to at least four (4) weeks advance notice (in writing) to the Employer, the Employee shall be entitled to leave without pay.

## **22.03 *Provisions for Year End Holidays***

Full-time Employees will not be required to work when the University is closed for the December-January holiday break and will be paid their normal weekly wage during that time.

## **ARTICLE 23 - VACATION**

### **23.01 *Length of Vacation (Full-time Employees only)***

A full-time Employee shall receive an annual vacation with pay in accordance with the Employee's years of employment as follows:  
Less than one year and each year thereafter up to and including the 2<sup>nd</sup> anniversary: 10 working days (4% vacation pay)

In the calendar year of the 3<sup>rd</sup> anniversary and each year thereafter up to and including the 5<sup>th</sup> anniversary: 15 working days (6% vacation pay)

In the calendar year of the 6<sup>th</sup> anniversary and each year thereafter up to and including the 9<sup>th</sup> anniversary: 20 working days (8% vacation pay)

In the calendar year of the 10<sup>th</sup> anniversary and each year thereafter up to and including the 14<sup>th</sup> anniversary: 25 working days (10% vacation pay)

In the calendar year of the 15<sup>th</sup> anniversary and each year thereafter:  
30 working days (12% vacation pay)

Requests for vacation will be allocated on a seniority basis upon approval from SRO.

At 18 years of employment the employee shall enjoy one day increase for every additional year worked.

**23.02      *Unpaid vacation***

In addition to annual vacation with pay, a full-time Employee may request up to five (5) days of unpaid vacation per year.

**23.03      *Vacation period***

Vacation entitlement year shall begin on June 30 for all Employees. Vacation must be taken within twelve (12) months of the date of entitlement and unused vacation shall be paid out to the employee within the month of July of each year.

**23.04      *Compensation for Holidays Falling within Vacation Schedule***

If a paid holiday falls or is observed during an Employee's vacation period, the holiday shall not be counted as a vacation day.

**23.05      *Vacation on Termination***

An Employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

**23.06      *Vacation on Retirement***

On retirement an Employee shall be entitled to the same vacation or vacation pay that would have been earned if the Employee had continued in employment to the end of the calendar year.

**23.07      *Approved Leave of Absence during Vacation***

Where an Employee qualifies for sick leave, bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employee's option.

**23.08      *Overtime Vacation Rate***

No Employee shall be required to work during their scheduled vacation period. However, should an Employee agree to work when requested during their scheduled vacation, they shall be paid one (1) vacation lieu day off for each day in which work was performed.

**23.09      *Requesting Vacation***

Vacation requests shall be granted on the basis of seniority. Requests for vacation must be made in writing and approved in advance by the General Manager, using

the following timelines: Vacation requests for a period of more than five (5) consecutive days must be submitted for approval no less than ten (10) working days in advance. All other requests must be submitted five (5) working days in advance.

## **ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION**

### **24.01      *No Elimination of Present Classification without Notification***

Existing classifications will not be eliminated or changed without at least thirty (30) days prior consultation and notification in writing to the Union.

### **24.02      *Changes in Classification***

All new Job Descriptions shall be presented to the Union prior to their implementation. The job descriptions shall not be changed without meaningful consultation with the Union. When the duties of any job are changed or increased, or where the Union feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay and Job Description shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the details of the Job Description, the reclassification and/or the rate of pay for the job in question, the Employer will classify or reclassify as the case may be and establish the rate of pay and such dispute, if any, may 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 job duties.

## **ARTICLE 25 - JOB SECURITY**

### **25.01      *No Contracting-Out***

In order to provide job security for the members of the Bargaining Unit, the Employer agrees that all work or services performed by the Employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other person, company, or non-unit Employee. The Union may not unreasonably withhold their consent to Employer requests for contracting out for specific and exceptional purposes. Such consent must be in writing by the Union and the Employer.

## **ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES**

### **26.01      *Pay Days***

All Employees shall be paid wages every two (2) weeks, in accordance with Schedule A. Each payday, each Employee shall be provided with an itemized statement of their salary and deductions (including Union fees and dues).

### **26.02      *Taxis***

When an Employee is required to work before 6:00 AM or after 11:00 PM, or if the Employee is concerned about their personal safety at any point, between the workplace and the destination during this time, the Employee will endeavour to use campus resources available (including Foot Patrol). If the campus resources do not satisfy the Employee's safety concerns, then the cost of taxi will be made available to the Employee. All requests for reimbursements must be submitted to the General Manager for approval.

### **26.03      *Car Allowance (Full-time Employees only)***

A car allowance of two hundred and fifty dollars (\$250) shall be paid annually to any Employee who use their vehicle for work purposes.

### **26.04      *Transportation (Full-time Employees only)***

When the Employer requires the full-time Employee to attend a conference, meeting or similar event, the Employer shall pay the cost of transportation. The Employer shall pay for the most convenient form factoring in cost, time and comfort.

### **26.05      *Daily Per Diem (Full-time Employees only)***

When the Employer requires the Employee to be out of town, the Employer shall provide an allowance for meals not included in other fees, during the working period. The employee shall receive from the Employer, a daily per diem rate of \$70.00. Such payment shall be made withing 2 weeks of travel.

## **ARTICLE 27 - HEALTH AND SAFETY**

### **27.01      *A Safe Working Environment***

The Employer has the 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, in accordance with the *Occupational Health and Safety Act*.

**27.02      *Union-Employer Health and Safety Committee***

Health and Safety Committee: "A joint Health and Safety Committee shall be formed of two (2) representatives of the Employer and two (2) representatives appointed by the Union. The Committee shall meet in accordance with the *Occupational Health and Safety Act* or more frequently, if necessary.

**27.02 (i)    *Certified Worker Training***

The Employer will pay for the training/program fees for (2) Union Health & Safety Committee Representatives as defined under the Ontario Occupational Health and Safety Act.

**27.03      *First Aid Kits***

A first aid kit, including emergency burn relief, shall be supplied and maintained by the Employer in all work areas.

**27.04      *Transportation of Accident Victims***

Transportation to the nearest physician or hospital for Employees requiring medical care as a result of a work accident shall be at the expense of the Employer for part-time Employees that are not covered

**27.05      *Supplementation of Workers' Compensation Benefits (Full-time Employees)***

If the Employee is prevented from working for the Employer on account of an occupational accident that is recognized by the Workplace Safety and Insurance Board as a compensable injury within the meaning of the Workplace Safety and Insurance Act, S.O. 1997, as amended, the Employee may elect to use accumulated sick leave in order to receive from the Employer the difference between their regular salary and the amount payable by the Workplace Safety and Insurance Board.

**27.06      *Panic Button***

To ensure safety while working with the vulnerable public, the employer shall install and maintain a panic button at the front desk which will send an electronic signal to the police indicating the need for immediate assistance.

## **ARTICLE 28 - GENERAL CONDITIONS**

### **28.01      *Negotiation Pay Provisions***

Representatives of the Union shall not suffer any loss of pay or benefits for time involved in negotiations with the Employer.

### **28.02      *Cash Shortages***

An Employee handling cash shall not be responsible for shortages, except in the case of fraud, theft, or any other criminal act.

### **28.03      *Crossing of Picket Lines During Strike***

Failure to cross a legal picket line at the Employee's place of work (University of Ottawa) shall not be considered grounds for disciplinary action. If the Employee is honoring a legal picket line and the place of work is closed in solidarity, no regularly scheduled wages for shifts will be lost, for a period no longer than one week. If the Employee is honoring a legal picket line and the place of work is open, no regularly scheduled wages will be lost for a period no longer than one week, provided that it can be reasonably demonstrated that the Employee is partaking in solidarity efforts.

### **28.04      *Pre-approved Vacation Payment during a Strike/Lockout***

If the employer has approved scheduled vacation for an employee before a strike vote has been taken and subsequently the employee goes on strike or is locked out during a time for which the vacation had been scheduled, the employer shall pay to the employee the vacation pay that would have been paid to them and remove the scheduled days from the vacation bank.

If an employee has approved vacation during a strike/lockout and elects to cancel said vacation, the employee will contact the employer in writing prior to the commencement of the scheduled vacation time to cancel their vacation leave. Any cancelled vacation leave credits will be returned to the employee's vacation leave bank.

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

### **28.06      *Union Label***

In order that the general public and students shall be aware of the benefits of a unionized work place, the CUPE Union label shall be displayed as prominently as possible through the service.

**28.07**      ***Letter of Reference***

On termination of employment for any reason, the Employer may provide a letter of reference on request.

**28.08**      ***Copies of Agreement***

The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and their rights and obligations under it. The Employer will pay the costs of printing a copy of the agreement in booklet form for each bargaining unit employee in a Union Shop within thirty (30) days of signing the final Agreement.

**28.09**      ***Professional Development Fund***

Effective June 30, 2020 and thereafter, the Employer will establish a professional development fund of seven hundred dollars (\$700.00) per year per Employee to support professional development activities for Employees. To access the fund, Employees will be required to submit a proposal including a stated rationale to access the fund. Proposals must be approved by the Employer. Unused funds will not be rolled over to the next year.

**28.10**      ***Staff Meetings***

A minimum of three (3) mandatory staff meetings will be scheduled annually and will be up to three (3) hours in duration. All time spent at scheduled staff meetings will be regarded as time worked and paid at the appropriate rate of pay. The date and time of the meeting shall be posted a minimum of two (2) weeks in advance. Nothing in the Collective Agreement in any way prevents the Employer from calling mandatory emergency staff meetings with less than two (2) weeks notice. Employees will be required to present a valid reason for non- attendance at mandatory staff meetings.

**ARTICLE 29 - SURVEILLANCE AND MONITORING**

**29.01**      ***Use of Surveillance Cameras***

The Employer shall not be allowed to use surveillance cameras to monitor the work of Employees and no information obtained through the use of this equipment shall be used against Employees at any time unless such information constitutes evidence of fraud, theft, or any other criminal acts.

**29.02**      ***Electronic Monitoring***

Data gathered electronically via any monitoring program or platform (e.g., learning

management system, web conferencing tools) shall not be considered when evaluating performance without written notification to the Employee at least forty-eight (48) hours in advance. When the Employer intends to use electronic data in an assessment of employee's performance, the employee shall be advised in writing in advance and shall be provided with an opportunity to respond to the data. Electronic data shall be gathered in accordance with the University's *Policy on Electronic Monitoring*.

## **ARTICLE 30 - EMPLOYEE BENEFIT PLANS**

### **30.01 *Health & Dental (Full-time Employees only)***

The Employer shall pay one hundred per cent (100%) of the costs of the benefit plan made available through the GSAÉD, subject to the provision of the carrier. If the carrier is changed or the plan is ended, the Employer shall pay in full for the costs of an equivalent plan, without clawbacks. In the event that an equivalent plan cannot be found at a reasonable cost, the Employer shall provide a provisional top-up amount to be mutually agreed upon by the Union and the Employer until such time that a permanent benefits plan can be found and, in any case, no longer than one year.

### **30.02 *Cellular benefits (Full-time Employees only)***

The Employer shall pay one hundred per cent (100%) of the costs of a mobile cellular plan, up to \$120.00 monthly. The cellular phone and the associated number will remain the property of the Employee after termination of employment.

## **ARTICLE 31 - STATUS OF EMPLOYEES**

### **31.01 *Full-time Employees (Graduate Student status not required)***

The following job classifications shall be considered as full-time:

<b><u>Area of Employment</u></b>	<b><u>Job Classification</u></b>
GSAÉD Office	Administration & Services Coordinator Executive Coordinator

## **ARTICLE 32 – RETIREMENT SAVING PLAN AND INSURANCE**

### **32.01**

- i. Employees shall have access to dental and extended health insurance plans that shall be renewed on a yearly basis;

- ii. Employees shall have access to Family dental and extended health insurance plans;
- iii. Employees shall have access to life insurance;
- iv. Membership - University of Ottawa sports facilities;
- v. Should the employee wish not to participate in the GSAÉD individual or family dental insurance plan and/or should the employee wish not to use the University of Ottawa sports facilities, the employee shall receive a lump sum payment, in July of each year, equal to the value of the benefits that they opted out of.

**32.02      *Leave following a Workplace Incident***

If the employee is unable to work for the Employer as a result of an incident recognized by the Workplace Safety and Insurance Board of Ontario and covered by the Workplace Safety and Insurance Act, the employee shall be entitled to use accrued sick days in order to receive from the Employer the difference between her wages and the benefits paid by the Workplace Safety and Insurance Board of Ontario

**ARTICLE 33 - TERM OF AGREEMENT**

**33.01      *Duration***

This Agreement shall take effect from the date of July 1, 2023, and remain in effect until December 1, 2025.

Either party to this Agreement may, not more than ninety (90) days prior to its expiration present the other party, in writing, proposed terms of a renewal of this Agreement and/or amendments to the Agreement. A meeting shall be held within twenty (20) days and/or at a mutually agreed upon time, at which time the parties will commence negotiations on the proposed amendments and/or terms of a new agreement. Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed, or the right to

strike accrues, whichever occurs first. If negotiations extend beyond the termination of the agreement, any revision in terms mutually agreed upon shall apply retroactively to that date, unless otherwise specified.

Dated this day of May, 2024.

**FOR THE EMPLOYER:**

W. Ahmed  
W Ahmed (May 28, 2024 19:31 EDT)

W. Joseph

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**FOR THE UNION:**

Lucie Morin  
Lucie Morin (May 27, 2024 13:02 EDT)

Taylor Szewski  
Taylor Szewski (May 24, 2024 11:52 EDT)

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sp:cope491  
March 19, 2024

## SCHEDULE "A"

### WAGE AND SALARY SCALE

#### Hourly wage rates for the Administration & Services Coordinator and the Executive Coordinator

1. The Parties agree that on July 1 2023 prior to negotiations and in accordance with the expired 2020-2023 Collective Agreement the salaries of both the Executive Coordinator and Administration and Services Coordinator received an increase of 2%, those increases are outlined below.
2. Salaries of all members of the bargaining unit will be increased by CPI rate and an agreed to annual percentage increase per year, on July 1<sup>st</sup> for each term of the Collective Agreement. The following is the schedule of agreed percentages for each year of this Agreement:
  - July 1 2023 2%(retroactive) + CPI rate in 2022 (6.8%)
  - July 1, 2024: 2% + CPI rate in 2023
  - July 1, 2025: 2% + CPI rate in 2024
3. In order to implement CPI, the Employee salaries will be adjusted on July 1st of each year by the average Consumer Price Index for Ontario from the preceding twelve (12) months.
4. Five (5) days before implementing the adjustment, the employer shall inform the Union and its members of the percentage increase dictated by the average CPI rate for Ontario. Once the rate is agreed to a new wage grid shall be appended to this Collective Agreement as an MOU.
5. Without prejudice or precedence, the union and the employer have agreed to red circle the wage of the Administration and Services Coordinator in 2024 and 2025. See MOA for Details.

<b>Classification</b>	<b>July 1, 2022 Salary</b>	<b>Increase July 1, 2023 in accordance with 2020-2023 CA</b>	<b>Retro Increase July 1, 2023</b>	<b>Increase July 1, 2024</b>	<b>Increase July 1, 2025</b>
<b>Executive Coordinator</b>		2%	2%+6.8% (CPI) = total annual increase 8.8%	2%	2%
	\$48,271.18	\$49,236.60	\$53,569.42	\$54,640.81	\$55,733.63
				Increases above do not reflect the annual CPI increase	Increases above do not reflect the annual CPI increase
			Retro Increase to July 1, 2023	Rate July 1, 2024	Rate July 1, 2025
			2% (no CPI increase see MOA)	0%	0%
<b>Administration &amp; Services Coordinator</b>	\$82,920.16	\$84,578.56	\$86,270.13	\$86,270.13	\$86,270.13

**Retroactivity**

Any retroactivity owing will be paid out to all present and past employees within two (2) pay periods of the Union ratification of this settlement.

All wage increases and adjustments provided for in this Agreement shall be retroactive to the effective date of such increase of adjustment. All items will be effective and retroactive to July 1, 2023, unless otherwise specified in the Memorandum of Settlement.

Retroactivity will be based upon all hours paid.

Retroactivity pay and adjustments will be paid on a separate cheque. The Employer will supply the employee with a detailed explanation of the retroactive pay calculations. Retroactivity will be paid in respect of all remuneration to all eligible employees on the payroll as of June 30, 2023, and to all new employees hired since that date.

In the event an eligible employee shall have terminated their employment since June 30, 2023, the Employer shall advise the employee within thirty (30) days by notice in writing by registered mail to the last known address on the records of the Employer, and the employee shall have sixty (60) days from the posting with which to claim any

payment due to them. Retroactivity will be paid within two (2) pay periods (bi-weekly) of the employee making such claim.

It is understood that legislation can be amended from time to time, therefore, should any legislation be enacted which would provide a greater right and or benefit to employees than those provided for in this Collective Agreement, the greater rights and or benefits in the legislation shall prevail.

Dated this day of May, 2024.

**FOR THE EMPLOYER:**

W. Ahmed  
W.Ahmed (May 28, 2024 19:31 EDT)

M. Joseph

**FOR THE UNION:**

Lucie Morin  
Lucie Morin (May 27, 2024 13:02 EDT)

Taylor Kuciszewski  
Taylor Kuciszewski (May 24, 2024 11:52 EDT)

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March 19, 2024

## **APPENDIX A**

### **Job Descriptions**

#### **Administration & Services Coordinator**

**Reporting:** The position reports to the General Manager as defined in Article 2.03

**Summary:**

The Administration and Services Coordinator is responsible for coordinating the daily operation and the services offered by the Association, which includes the following duties:

- Implement and coordinate all administrative tasks associated to front desk duties, including front desk reception
- Act as a representative of all the organization's administrative and services tasks,
- Act as a signing authority for the organization's bank account
- Act as a voting member in the hiring committee of the Work Study Program
- Has the right to participate during Board meetings of the organization, but has not voting rights
- Maintain the continuity of the organization's operations and services
- Assist the General Manager in the coordination of the Insurance plan
- Oversee the proper execution and management of the Health & Dental plan
- Support and supervise the part-time Work Study employees
- Offer logistical support to the Executive Committee as necessary

## **Executive Coordinator**

**Reporting:** The position reports to the General Manager as defined in Article 2.03

### **Summary:**

The Executive Coordinator is responsible for coordinating the offices of the Association's Executive Committee (i.e.: the elected Commissioners). This position will work with the Commissioners and the General Manager on various projects but will be directly accountable to the General Manager.

### **Duties and responsibilities:**

- At the direction of the Commissioners or the General Manager, assist the Commissioners in coordinating GSAÉD's press relations, particularly by writing and circulating press releases;
- At the direction of the Commissioners or the General Manager, produce and coordinate direct communications with GSAÉD members (bulletin, letters, emails etc.)
- Coordinate with the annual transition between Executive Committee;
- At the direction of the Commissioners or the General Manager, create the design and coordinate the production of, GSAÉD campaign materials (posters, flyers etc.);
- At the direction of the Commissioners or the General Manager, assist in coordinating any academic or social events.
- Take minutes at various meetings, as needed.
- Coordinate with Commissioners to schedule appointments and meetings with GSAÉD stakeholders (e.g. University representatives).
- Undertake minor translation tasks of various internal documents, which do not require a professional translator.
- At the direction of the Commissioners or the General Manager, assist with the implementation and execution of all services and programs offered by the GSAÉD.
- At the direction of the Commissioners or the General Manager, undertake minor maintenance tasks on the GSAÉD websites.

- At the direction of the Commissioners or the General Manager, curate and maintain the GSAÉD's social media accounts.
- Any other related duties that may be determined by the Executive Committee and/or the General Manager.
- Act as a resource person for political coalitions in which GSAÉD takes part;

**LETTER OF UNDERSTANDING #1  
RE: LETTERS OF UNDERSTANDING**

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The parties understand that any and all Letters of Understanding, Memoranda of Agreement, and Appendices shall form part of this Collective Agreement and are subject to all provisions consistent with this Collective Agreement.

Dated this day of May, 2024.

**FOR THE EMPLOYER:**

W. Ahmed  
W. Ahmed (May 28, 2024 10:51 EDT)

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M. Joseph

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**FOR THE UNION:**

Lucie Morin  
Lucie Morin (May 27, 2024 13:02 EDT)

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Taylor Kuciszewski  
Taylor Kuciszewski (May 24, 2024 11:52 EDT)

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March 19, 2024

**LETTER OF UNDERSTANDING # 2**  
**RE: THE EMPLOYMENT OF LUCIE MORIN**

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This Letter of Understanding is made between the Graduate Students' Association des étudiant.e.s diploma.e.s (GSAÉD) and the Canadian Union of Public Employees and its Local 1281 (GSAÉD).

**WHEREAS** the employer entered into a personal contract with Ms. Lucie Morin setting out conditions of employment;

**AND WHEREAS** the contract is in effect from May 01, 2013, and recognizes Lucie Morin's first day of employment with the GSAÉD as August 26, 1996;

**NOW THEREFORE**, the parties agree to abide by the Collective Agreement and these terms and conditions of employment for Ms. Lucie Morin until the conditions, as set out in this Collective Agreement, meet the conditions set out in this Letter of Understanding at which point Ms. Lucie Morin shall be afforded full benefits of the Collective Agreement. The following benefits or entitlements shall apply to Ms. Lucie Morin;

- (a) HOURS OF WORK - 7.5 Hours per day Monday through Friday (37.5 hours per week) 9:00 am - 4:00 pm including one hour lunch break and two 15 minute breaks. Summer hours of work shall be 9:00 am - 3:30 pm;
  - i. Lucie shall be entitled to work from home up to three (3) days per week. Such work from home arrangements shall be dependent on operational requirements and approval by the Executive Director.
  
- (b) BENEFITS
  - i. RRSP contributions equal to 15 % of gross wages;
  - ii. Free parking;
  
- (c) WAGES: In addition to the 2% (2023), 2% (2024), 2% (2025) annual increase, Lucie's salary shall also be indexed based on the Consumer Price Index (CPI) at the same time in July of each year thereafter.

In order to implement CPI, the Employee salaries will be adjusted on July 1st of each year by the average CPI for Ontario from the preceding twelve (12) months.

Five (5) days before implementing the adjustment, the employer shall inform the Union and its members of the percentage increase dictated by the average CPI rate for Ontario. Once the rate is agreed to a new wage grid shall be appended to this Collective Agreement as an MOU.

<b>Classification</b>	<b>Wage as of July 1, 2022</b>	<b>Retro Increase July 1, 2023, in accordance with 2020-2023 CA</b>	<b>Retro Increase to July 1, 2023</b>	<b>Increase on July 1, 2024</b>	<b>Increase on July 1, 2025</b>
		+ 2% +6.8% (CPI) = 8.8%	2%	2%	2%
Administration & Services Coordinator	\$85,739.42	\$93,284.49	\$95,150.18	\$97,053.18	\$98,994.25
			<i>Increases above do not reflect the annual CPI increase</i>	<i>Increases above do not reflect the annual CPI increase</i>	<i>Increases above do not reflect the annual CPI increase</i>

Lucie's salary has been additionally increased by CPI over the years, as a benefit of being a long-term sole employee of the GSAED. Therefore, her wage grid allocates more annual earnings than Schedule A.

The employer shall append a new wage grid reflecting the CPI increases to the Collective agreement as an MOU each year.

- (d) **HOLIDAYS:** In addition to the provisions of Article 22.01, the employee shall have three floating holidays off with pay.
- (e) **SICK DAYS** - 2.5 days/month, to a maximum of 30 days at any time.
- (f) **VACATION** - 30 days at 18 years of employment, plus one day increase for every additional year worked;
- (g) **ADDITIONAL UNPAID LEAVE:** Additional unpaid leave days, to a maximum of eighteen (18) weeks, may be requested by the employee and agreed to by the Employer. The period of unpaid leave may be extended upon request by the employee, with the written approval of the Employer. If the Employer refuses to grant the extension, the employee shall report back to work at the end of the unpaid leave period that had initially been agreed to.
- (h) **EDUCATION** - Any time spent taking a course or program approved by the

Employer, related to the employee's employment, shall be deemed time worked. Whenever possible, training or courses shall take place during regular work hours. The employee shall also be entitled to eight (8) hours of paid leave per year in order to take exams in a recognized institution.

- (i) **TERMINATION OF EMPLOYMENT** - The Employer shall not terminate the employee's employment without cause and must provide four (4) weeks' notice. GSAÉD agrees to pay the employee a severance pay of four (4) weeks per year of service in the event of an involuntary termination. No severance pay shall be paid if the employee resigns her position out of her own initiative.

This Letter of Understanding shall be in effect until Ms. Lucie Morin resigns her position with GSAÉD or all the entitlements and benefits have been matched by the Collective Agreement.

Dated this day of May, 2024.

**FOR THE EMPLOYER:**

W. Ahmed  
W.Ahmed (May 28, 2024 19:31 EDT)

M. Joseph

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**FOR THE UNION:**

Lucie Morin  
Lucie Morin (May 27, 2024 13:02 EDT)

Lucie Morin  
Lucie Morin (May 24, 2024 11:22 EDT)

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March 19, 2024

**LETTER OF UNDERSTANDING # 3**

**RE: Working From Home Provisions for Administrative Coordinator**

Upon the termination of LOU #2, the next incumbent to the position of Administrative Coordinator shall be allowed working from home provisions as outlined in article 20.04 for the Executive Coordinator.

Dated this day of May, 2024

**FOR THE EMPLOYER:**

W. Ahmed  
WAhmed (May 28, 2024 19:31 EDT)

M. Joseph

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**FOR THE UNION:**

Lucie Morin  
Lucie Morin (May 27, 2024 13:02 EDT)

Taylor Kuciszewski  
Taylor Kuciszewski (May 24, 2024 11:52 EDT)

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March 19, 2024

**MEMORANDUM OF AGREEMENT #1**

**between**

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

**and**

**Graduate Students' Association des étudiant.e.s diploma.e.s  
(GSAÉD)**

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**WHEREAS** Part Time Work Study Program Work is not currently being recognized by the Graduate Students' Association des étudiant.e.s diploma.e.s (GSAÉD) as falling within the scope of CUPE Local 1281;

**AND WHEREAS** work is currently being conducted by the Work Study Program on a Part Time basis for the Graduate Students' Association des étudiant.e.s diploma.e.s (GSAÉD),

**NOW THEREFORE** the parties agree to the following terms and conditions:

1. Over the course of this Collective Agreement, both parties will meet to jointly determine if the Work Study Program work falls within the definition of Bargaining Unit Work.
2. If it is determined that the Work Study Program work falls within the scope of this Local, a Letter of Understanding will be drafted defining their rights under this Collective Agreement.
3. If it is determined that the Work Study Program work falls within the scope of this Local, the Employer will recognize CUPE and its Local 1281 as the sole and exclusive bargaining agent for all employees.

4. CUPE will not be prevented by the terms of this Memorandum from seeking a resolution to any dispute by referring the matter to the Provincial Labour Board for a final decision.

Dated this day of May, 2024.

**FOR THE EMPLOYER:**

W. Ahmed  
W.Ahmed (May 28, 2024 19:31 EDT)

M. Joseph

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\_\_\_\_\_

**FOR THE UNION:**

Lucie Morin  
Lucie Morin (May 27, 2024 13:02 EDT)

Taylor Kuciszewski  
Taylor Kuciszewski (May 24, 2024 11:52 EDT)

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March 19, 2024

**MEMORANDUM OF AGREEMENT #2**

**between**

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

**and**

**Graduate Students' Association des étudiant.e.s diploma.e.s  
(GSAÉD)**

**RE: Red Circle Agreement**

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WHEREAS during the course of negotiating the 2023-2025 new collective agreement, the Employer indicated to the Union that wages of the Administration & Services Coordinator needed to be red circled to ensure the Employer's ability to maintain payroll.

WHEREAS the parties agreed to red circle the classifications annual salary on a without prejudice and precedence setting basis.

THEREFORE, The parties agree to the following wage increase for the Administration & Services Coordinator:

- As per the expired previous 2020-2023 Collective Agreement on July 1 2023 the Administration & Services Coordinator received an increase of 2%
- Additionally, on July 1 2023, there shall be a 2% increase to the base salary.
- On July 1 2024 and 2025 there shall be no increase applied.
- Further, there shall be no CPI applied to the wage increases for the Administrative & Services Position during the Term of this Collective Agreement.

The parties agree that classification Administration & Services Coordinator shall have its wages red circled until the next round of negotiations.

This MOA expires on December 1, 2025, and will not be renewed without the express agreement of the parties.

Dated this day of May, 2024

**FOR THE EMPLOYER:**

W. Ahmed  
W.Ahmed (May 28, 2024 19:31 EDT)

W. Joseph

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**FOR THE UNION:**

Lucie Morin  
Lucie Morin (May 27, 2024 13:02 EDT)

Taylor K. Ciszewski  
Taylor K. Ciszewski (May 24, 2024 11:52 EDT)

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March 19, 2024