

# COLLECTIVE AGREEMENT

**BETWEEN:**

**UNIVERSITY STUDENTS' COUNCIL OF  
THE UNIVERSITY OF WESTERN ONTARIO**

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



**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1281.44**

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

**CUPE·SCFP** | Canadian Union of Public Employees  
Syndicat canadien de la fonction publique

**SEPTEMBER 1, 2025 to AUGUST 31, 2028**

## Table of Contents

PREAMBLE .....	1
ARTICLE 1 - DEFINITIONS AND INTERPRETATION .....	1
ARTICLE 2 - APPLICATION.....	1
ARTICLE 3 - UNION RECOGNITION.....	1
ARTICLE 4 - NO DISCRIMINATION BY EITHER PARTY.....	2
ARTICLE 5 - UNION SECURITY AND CHECK-OFF OF UNION DUES.....	2
ARTICLE 6 - NEW EMPLOYEES.....	2
ARTICLE 7 - FUNCTIONS OF THE EMPLOYER.....	3
ARTICLE 8 - LABOUR MANAGEMENT RELATIONS.....	3
ARTICLE 9 - STRIKES AND LOCKOUTS.....	5
ARTICLE 10 - GRIEVANCE PROCEDURE.....	5
ARTICLE 11 - ARBITRATION .....	7
ARTICLE 12 - DISCIPLINE, SUSPENSION, AND DISCHARGE .....	8
ARTICLE 13 - SENIORITY .....	8
ARTICLE 14 - STAFF CHANGES .....	9
ARTICLE 15 - LAYOFFS AND RECALLS. ....	10
ARTICLE 16 - HOURS OF WORK AND OVERTIME .....	11
ARTICLE 17 - HOLIDAYS.....	12
ARTICLE 18 - VACATIONS.....	12
ARTICLE 19 - LEAVE OF ABSENCE.....	12
ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES.....	13
ARTICLE 21 - BENEFITS.....	13
ARTICLE 22 - TERMINATION NOTICE .....	13
ARTICLE 23 - JOB CLASSIFICATION AND RECLASSIFICATION.....	13
ARTICLE 24 - JOB SECURITY .....	14
ARTICLE 25 - GENERAL CONDITIONS.....	14
ARTICLE 26 - TERM OF AGREEMENT .....	15
SCHEDULE A - Wages.....	16

**PREAMBLE**

Whereas it is the desire of both parties to this Agreement:

- 1) to maintain harmonious relations and to settle conditions of employment between the Employer and Employees; and
- 2) that methods of bargaining and all matters pertaining to the working conditions of Employees be drawn up in an agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1 - DEFINITIONS AND INTERPRETATION**

1.01 Definitions

- 1) **"Employee"** means an Employee of the Employer within a Bargaining Unit position covered by this agreement;
- 2) **"Employer"** means University Students' Council of the University of Western Ontario.
- 3) **"Union"** means Canadian Union of Public Employees and its **Local 1281.44**.
- 4) **"Spouse"** whenever referenced in this agreement includes - same sex partner, common law partner, or a person with whom the Employee has cohabited in a domestic partnership; and,
- 5) Other terms are defined in the context in which they appear and shall have the meanings therein indicated.

**ARTICLE 2 - APPLICATION**

- 2.01 Employee Types: This Agreement applies to all Part-time Employees in the Productions Department of the Employer.
- 2.02 In the event that a part-time position averages more than twenty-four (24) hours per week in two (2) consecutive thirteen (13) week periods, the position shall, within eight (8) weeks be posted as a Full-time Regular Employee position. Said thirteen (13) week periods shall be defined as: January, February, March; April, May, June; July, August, September; and October, November, December.
- 2.03 Part-time Employees are required to be undergraduate or professional level students, as defined by Western University, at time of their hire by Employer. Returning Employees not enrolled as students in accordance with this paragraph shall be permitted to remain members of the bargaining unit on the condition that they were actively employed in the bargaining unit in the preceding academic year.

**ARTICLE 3 - UNION RECOGNITION**

- 3.01 The Employer recognizes the Canadian Union of Public Employees as the bargaining agent for the following bargaining unit: all Part-time Employees in the Productions Department of the University Students' Council at the University of Western Ontario in the City of London, save and except

managers, and persons above the rank of manager.

- 3.02 No Other Agreements: No Employee shall be required, or permitted, to make any written or verbal agreement with the Employer or its representative, which may conflict with the terms of this Agreement. No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper authorization from the Union.
- 3.03 Representation: The Union shall have the right at any time to have the assistance of the Representatives of the Canadian Union of Public Employees. The Parties agree that the National Representative shall be present during all negotiations, and is the Lead Negotiator for the Union.

#### **ARTICLE 4 - NO DISCRIMINATION BY EITHER PARTY**

- 4.01 Both parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee in the matter of hiring, pay rates, training, upgrading, promotions, transfers, layoff, recall, discipline, discharge, or in any matter of Union activities or Union-initiated activities, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation or activity, sexual or marital status, place of residence, sexual preference, and not by reason of their membership or non-membership in the Union.

#### **ARTICLE 5 - UNION SECURITY AND CHECK-OFF OF UNION DUES**

- 5.01 Check-Off Payments: The Union shall provide the Employer, in writing, the amount of regular union dues, initiations or assessments levied for such period. The Union shall provide the Employer with the amount to be deducted by December 31 of each year.
- 5.02 Deductions: The Employer shall deduct regular union dues from each Employee's pay semi-monthly. The amounts deducted shall be forwarded to the Secretary-Treasurer of the Union's National Office no later than the fifteenth (15<sup>th</sup>) day of the month following deduction, accompanied by a list of the names and addresses of each Employee from whom pay deductions were made.
- 5.03 Dues Receipts: The Employer shall include the amount of regular union dues paid by each Employee in the previous year in the Employee's Income Tax (T4) slip.

#### **ARTICLE 6 - NEW EMPLOYEES**

- 6.01 Probation of New Employees: New Employees shall be placed on probation for a period of one hundred (100) hours from the date of hiring.
- 6.02 The Employer agrees to inform new Employees that a Union exists, and to acquaint them with the conditions of employment set out in the Article dealing with Union Security and Check-Off of Union Dues.
- 6.03 New Employees shall be given a copy of their job descriptions within the first (1<sup>st</sup>) week of employment.
- 6.04 On commencing employment, the Employee's immediate Supervisor shall introduce the new Employee to their Union Steward or Representative, if the Employee is hired outside of the training/orientation period.

- 6.05 New Employees shall be given an electronic copy of this Agreement when employed, unless a paper copy is requested.
- 6.06 Interviewing Opportunity: A representative of the Union shall be given an opportunity to meet with each new Employee without loss of pay for a maximum of thirty (30) minutes during the new Employee's initial onboarding and orientation for the purpose of discussing with the Employee the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union.

## **ARTICLE 7 - FUNCTIONS OF THE EMPLOYER**

- 7.01 The Union recognizes that the management and direction of the working forces are fixed exclusively by the Employer and shall remain solely with the Employer except as specifically limited by this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- 1) Maintain order, discipline and efficiency;
  - 2) Hire, assign, retire, discharge, direct, promote, demote, classify, layoff, recall and suspend or otherwise discipline Employees, provided that if an Employee claims they been discharged or disciplined without just cause, or improperly laid off or recalled, a grievance may be filed and dealt with in accordance with the Grievance Procedure;
  - 3) Determine the machinery and equipment to be used, the methods and techniques of work and number of personnel to be employed; and,
  - 4) Establish, enforce and alter, from time to time, the rules and regulations to be observed by the Employees. The Employer will provide the Union and all Employees with a current copy of such rules and regulations.
- 7.02 The Employer retains all rights not otherwise specifically covered in this Agreement, provided that any exercise of these rights and powers in conflict with any of the provisions of this Agreement, or that are arbitrary, discriminatory, unfair, or unreasonable shall be subject to the Grievance Procedure provided for herein.

## **ARTICLE 8 - LABOUR MANAGEMENT RELATIONS**

- 8.01 Representation: No Employee shall undertake to represent the Union at meetings with the Employer without written authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its representatives. Similarly, the Employer will, if requested, supply the Union with the name of its representatives with whom the Union may be required to transact business.
- 8.02 Collective Agreement Negotiation Committee: At the time of each Agreement renewal date, the Employer and the Union will appoint representatives to a Collective Agreement Negotiation Committee. In order to assist with the costs of negotiation, a maximum of three (3) Committee members shall be paid by the Employer for a minimum of four hours per day, to an aggregate maximum of no more than 12 hours pay, on the basis of their regular rate of pay. The Labour Management Relations Committee may request that this Committee provide interpretation of this Agreement as a result of discussion held during negotiations to further the work of the Labour Management Relations Committee.

- 1) Assistance in Negotiation: Both parties shall reserve the right to have assistance, at their own expense, when dealing or negotiating with each other. The National Representative assigned to this Local shall be present at Collective Agreement Negotiations as a party to this Agreement.

8.03 Labour Management Relations Committee: The Employer and the Union recognize that consultation and communication on matters of mutual interest pertaining to and outside of the terms of this Agreement promote constructive and harmonious relations. To this end, both parties agree to form a Labour Management Relations Committee, as a consultative body. The Employees shall be paid their regular rate of pay for any meetings under this Article.

- 1) The Committee has no responsibility for individual personnel matters such as may become the subject matter of a grievance.
- 2) The Committee has no decision-making authority on behalf of either party except as is agreed to by both parties in writing.
- 3) The Committee will be co-chaired by a representative of the Employer and of the bargaining unit. Each respective group will appoint a co-chair and up to two (2) additional members to the Committee. The co-chairs will rotate as Chair on a quarterly basis commencing with the Employer's co-chair in the first (1st) quarter of the calendar year. The Employer will provide a secretary to record minutes of the meetings.
- 4) The Committee will concern itself with matters of the following general nature:
  - i. Constructive comments on operations with a view to improved service and increased efficiency;
  - ii. Quality of work life issues;
  - iii. Safety issues as identified by a separate Health and Safety Committee;
  - iv. Organizational and technological change; and,
- 5) The Committee will meet at least quarterly, but not more often than monthly, at the call of the Chair. The Chair may call an extraordinary meeting on seven (7) days notice at the specific request of either party over an item of immediate concern.
- 6) Minutes of each meeting will be prepared and signed by the co-chairs as soon as is practical. In any case, minutes will be distributed to all Committee members not later than fourteen (14) days after each respective meeting.

8.04 Provision of Information: The Employer shall make available to the Union, upon written request and within a period mutually agreed to by the parties, information pertaining to Employees that is necessary for the collective bargaining process and/or the administration of this Agreement, provided that such information does not violate a confidence and is not reasonably attainable through the Union's own resources. The Union shall provide the Employer with reasonable access to any information available to it that may be relevant to negotiations.

8.05 Conditions of Employment: Any policy changes dealing with matters which affect the conditions of employment (job position/working environment) within the bargaining unit, shall be communicated by the Employer to the Union in time to afford the Union a reasonable opportunity to respond to managerial Employees.

8.06 Copies of all motions, resolutions, by-laws, rules and regulations adopted by the Employer, which

affect the conditions of employment within the bargaining unit, are to be forwarded to the Union.

**8.07 Union Meetings**

The Employer will permit the use of its premises for the purpose of Union meetings of Local 1281.44 without cost to the Union.

**8.08 Work Site Access**

Designated Union representatives will be given access to meet with employees covered by this Collective Agreement during non-work times of the day.

**8.09 Information Related to Legislative Disclosure**

The Employer will provide information to the Union that will assist it to fulfill any legislative disclosure requirements. The information will be provided in writing within ten (10) working days of the Union requesting any such information.

**ARTICLE 9 - STRIKES AND LOCKOUTS**

9.01 There shall be no strike or lockout during the term of this Agreement.

9.02 Crossing of Picket Lines During Strike: An Employee shall have the right to refuse to cross a legal picket line arising out of a labour dispute involving the Union. Failure to cross such a picket line by an Employee shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

9.03 In the event of strikes, lockouts or other similar problems involving suppliers of goods or services, the Employer and the Union agree to meet and discuss such situation as it involves the parties, and to endeavour to resolve such problems in the best interest of the Employer, the Union and the Employees to the best of the abilities of the parties.

9.04 Members have the right to decline to perform any duties of striking or locked-out employees of the Employer during a legal strike by another bargaining unit of Employees of the Employer or during any lock-out of another bargaining unit by the Employer.

**ARTICLE 10 - GRIEVANCE PROCEDURE**

**10.01 Definitions of Grievances**

- 1) A Personal Grievance is an allegation made by an Employee that the specific terms of this Agreement have been violated or that the Employer has arbitrarily or unreasonably exercised a function outlined in Article 7, insofar as the Employee considers that they have been personally treated unjustly. Where more than one Employee is making the same allegation, a grievance naming all affected Employees will be submitted.
- 2) A Policy Grievance arises when the Employer and the Union do not agree on the general application, implementation or interpretation of this Agreement. It is understood that the provisions of a Policy Grievance may not be used by the Union to institute a grievance directly affecting an Employee where such Employee has the right themselves to initiate a Personal Grievance.
- 3) Employees who have not yet completed their probationary period shall not have the access to the grievance or arbitration procedures set out in Articles 10 and 11 of this Agreement, with the

exception of a grievance alleging discrimination under the *Human Rights Code*, which may be submitted at Step 2.

10.02 Right of Representation: At any stage of the Grievance Procedure an Employee has the right to up to two (2) Union representatives. It is understood that any meeting with managerial Employees at steps in the Grievance Procedure shall be regarded as paid work time.

10.03 Permission to Leave Work: The parties agree that an Employee involved in a grievance will not leave their employment duties without first obtaining permission from their Supervisor to leave work. Permission shall not be unreasonably withheld. Absence from work shall commence at a mutually acceptable time with no loss in pay.

10.04 Steps in Processing a Personal Grievance: An earnest effort shall be made to resolve a Personal Grievance fairly, promptly and in a timely manner through the following steps:

Step 1 The Employee will discuss the grievance with their immediate Supervisor. The Supervisor will attempt to resolve the grievance within five (5) workdays. If it is not within the Supervisor's job function to settle grievances, the Supervisor will refer the matter to the Senior Manager, People and Development.

Step 2 Failing resolution of the grievance within five (5) workdays, the grievance may be submitted in writing by the Union, to the Employee's immediate Supervisor. A meeting shall be held between the Supervisor, Employee, and the Union within five (5) working days, or longer period if mutually agreed between the parties, of the written grievance, in an attempt to resolve the matter. The Supervisor will investigate the grievance and provide a written report to the Union and Employee within five (5) workdays. A copy of the report will be submitted to the Senior Manager, People and Development. If for reasons beyond the Supervisor's control, a written report cannot be provided within the five (5) workdays, the Supervisor will notify the Human Resources Manager.

Step 3 Failing resolution of the grievance at Step 2 for any reason, the Union may forward the grievance particulars in writing to the Senior Manager, People and Development within five (5) workdays of such failure. A meeting shall be held between the Senior Manager, People and Development, Employee, and the Union within five (5) working days, or longer period if mutually agreed between the parties, of the written grievance, in an attempt to resolve the matter. The Senior Manager, People and Development will investigate the grievance and provide a written report to the Employee within five (5) workdays. If for reasons beyond the Senior Manager, People and Development's control, a written report cannot be provided within five (5) workdays, the Senior Manager, People and Development will so notify the Chief Operating Officer.

Step 4 Failing resolution of the grievance at Step 3 for any reason, the Union may forward the grievance particulars in writing to the Chief Operating Officer within five (5) workdays of such failure. A meeting shall be held between the Chief Operating Officer, Employee, and the Union within five (5) working days, or longer period if mutually agreed between the parties, of the written grievance, in an attempt to resolve the matter. The Chief Operating Officer will investigate the grievance and provide a written report to the Union within ten (10) workdays.

Step 5 Failing resolution of the grievance at Step 4, the Union may, refer the grievance to Arbitration, within twenty (20) working days of receiving the Chief Operating Officer's written report.

- 10.05 Policy Grievance: Where a Policy Grievance arises, Steps 1 and 2 of the "Steps in Processing a Personal Grievance" may be by-passed. Any Policy Grievance by the Employer or the Union shall be commenced within five (5) workdays after the circumstances giving rise to the Policy Grievance have occurred.
- 10.06 If the Employer files a grievance, the grievance must be filed with the Union's National Representative. Failing resolution through the Union's National Representative, the Employer may refer the grievance to Arbitration within twenty (20) working days of receiving the National Representative's decision.
- 10.07 Facilities for Grievances: The Employer shall supply the necessary facilities for any grievance meetings.
- 10.08 Supplementary Agreements: Supplementary Agreements signed by both parties, if any, shall form part of this Agreement and are subject to the Grievance Procedure and the Arbitration procedure.
- 10.09 If a grievance is abandoned, then there may be recourse to file a new grievance for the same grievance given the matter giving rise to a grievance is still occurring.
- 10.10 Witnesses: At any stage of the Grievance Procedure, the parties may have the assistance of any witnesses, including any Employees involved in the grievance.

## **ARTICLE 11 - ARBITRATION**

- 11.01 Request for Arbitration: When either party requests that a grievance be submitted to arbitration, the party making the request shall notify the other party of its desire to submit the grievance to arbitration.
- 11.02 Appointment of Arbitrator: The parties shall agree on a single Arbitrator to preside over the matter. Where the parties cannot agree on a single Arbitrator within ten (10) workdays of the Request for Arbitration being received, the appointment shall be made by the Minister of Labour upon the request of either party.
- 1) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or resolve the grievance.
- 11.03 Authority of the Arbitrator: The Arbitrator shall not have jurisdiction to alter, modify, amend, add or delete any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 11.04 Arbitrator's Procedure: The Arbitrator may determine their own procedure, but shall give full opportunity to all parties to present evidence and to make representation to it. The Arbitrator shall hear the grievance and render a decision within ten (10) days from the time they were appointed.
- 11.05 Decision of the Arbitrator: The decision of the Arbitrator shall be final and binding on all parties.
- 11.06 Disagreement on Decision: Where the parties interpret the decision differently, either party may request that the Arbitrator provides further explanation of their decision.
- 11.07 Expenses of the Arbitrator: Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

- 11.08 Amending Time Limits: The time limits fixed in both the Grievance Procedure and the Arbitration Procedure may be extended by written consent of the parties to this Agreement. Such consent shall not be unreasonably withheld.
- 11.09 Witnesses: At any stage of the Arbitration Procedure, the parties may have the assistance of any witnesses, including any Employees involved in the grievance.
- 11.10 Access to Premises: Reasonable arrangements will be made to permit the Union access to the Employer's premises to view any working conditions relevant to the issues raised in the grievance.

## **ARTICLE 12 - DISCIPLINE, SUSPENSION, AND DISCHARGE**

- 12.01 Principle of Innocence: The Employer shall not discipline, suspend or discharge any Employee other than for just cause, subject to the limitations set out in Article 10.01. The burden of proving 'just cause' rests with the Employer.
- 12.02 Warnings: Where the Employer or its authorized agent censures an Employee, and indicates that dismissal may result from any further infraction or may follow if such Employee fails to bring their performance up to a required standard by a given date, the Employer shall, within five (5) days of the censure, provide written particulars of the censure to the Secretary of the Union with a copy to the Employee. The Employee shall be entitled to Union representation at any meeting with the Employer pertaining to such censure.
- 12.03 Adverse Report: Prior to placing any letters detailing censure, reprimand, or criticism in an Employee's personnel file, the Employer must provide the Employee with an opportunity to read and initial the letter. Further, the Employee shall be provided with a copy of the initialed letter. Where the Employee alleges that an error or distortion of fact exists, the Employee shall have the right to add material pertinent to the alleged distortion or error. In the event that an error is proven to exist, the file shall be corrected and/or any erroneous material shall be removed. Any letters referenced above that are twenty-four (24) months old, shall be removed and shall not be considered in connection with any disciplinary action or future promotional opportunity. An Employee shall have the right to review their personnel file upon reasonable notice.
- 12.04 Minutes of Meeting: Any formal meeting between an Employee and their Supervisor, whether to discuss positive or negative aspects of the Employee's performance, may be accompanied by a brief set of minutes. The Employee shall receive a copy, have the opportunity to comment on the minutes and shall sign only to acknowledge receipt of the minutes.
- 12.05 Copy to Employee: An Employee must be provided with a copy of any document that is to be placed in the Employee's personnel file.

## **ARTICLE 13 - SENIORITY**

- 13.01 Seniority Defined: "Seniority" means the length of service with the Employer in the bargaining unit. Seniority is relevant when determining priority for promotions, demotions, layoffs, and recalls. Seniority shall operate on a bargaining unit wide basis. Seniority shall accumulate by hours worked up to the date that the probationary period is served, and that date, will now be the new "date of hire" for seniority purposes only. Seniority shall be calculated by the Employer in conjunction with the Union.

Should Employees pass probation on the same day, and therefore have the same seniority date, the

Employer along with a Union officer shall create a spreadsheet and assign a random number and then sort ascending by the random number and this will be the order of ranking for those Employees. Should the Employer change the way in which people are hired whereby there are saved dates for application or interviews, the Union and the Employer agree to discuss this practice in Labour Management and develop a fairer way of assigning seniority.

13.02 Seniority List: The Employer shall maintain a Seniority List showing the date upon which each Employee's service commenced after passing probation. A current Seniority List shall be sent to the Union upon request.

13.03 Loss of Seniority: An Employee shall continue to accrue seniority where they are absent from work because of sickness, accident or layoff, or because of a leave of absence as approved by the Employer or unless otherwise indicated in the Collective Agreement. An Employee shall only lose their Seniority when:

- a) They are discharged for just cause and is not reinstated through a grievance;
- b) They resign or retire;
- c) They are absent from work for more than three (3) consecutive workdays without sufficient cause or without notifying the Employer, unless failure to notify the Employer is due to circumstances beyond the Employee's reasonable control;
- d) They failed to return to work within fourteen (14) days following proper notice recalling the Employee to work after a layoff period, unless written documentation of illness is provided to the Employer within that fourteen (14) day period. It shall be the responsibility of the Employee to keep the Employer informed of their current address;
- e) They fail to apply within the timelines set out by the Employer for the hiring of positions for the following academic year;
- f) They are laid off for a period in excess of twelve (12) months; or
- g) Where they are the successful applicant for a full-time or non-bargaining unit position with the Employer and accepts such position in writing.

13.04 Transfers and Seniority Outside of Bargaining Unit: No Employee shall be transferred to a position outside of the bargaining unit without their written consent.

13.05 Part-Time Employees shall be permitted to apply for, and will be considered, for all full-time positions for which they are qualified. An external candidate shall not be hired unless the candidate's skills, qualification and experience are, in the sole discretion of the Employer, greater than those of any part-time Employee who has applied for the position.

## **ARTICLE 14 - STAFF CHANGES**

14.01 Hiring – Academic Year: By no later than June 30, the Employer will post a notice seeking confirmation from Employees for employment in the upcoming academic year, which posting shall be open for a period of three (3) weeks. All Employees who have completed their probationary period and who remain undergraduate or professional level students, as defined by Western University, or who were actively employed in the bargaining unit in the preceding academic year and who confirm their interest for a position during the posting period year, shall be offered a fixed-term

contract covering the Fall and Winter academic terms. Following the posting period, the Employer shall have the ability, in its sole discretion, to post externally for additional Employees for the academic year.

Any new hires must have a dedicated training/orientation day by a Manager or Supervisor with the Organization, regardless of hire date.

- 14.02 Hiring – Summer Work: Where the Employer, in its sole discretion, determines that part-time Employees are required in the Summer term, the Employer shall post a notice seeking applications from existing Employees in the bargaining unit which posting shall be open for a period of two (2) weeks. The applicant with the most seniority will be offered the position.

Information in Postings: Job postings shall contain the following information: nature of position, capabilities required knowledge and education, skills, shift, salary range or rate and physical demands of the position. Those qualifications may not be established in an arbitrary or discriminatory manner.

- 14.03 Where extra shifts become available, the Employer will contact employees on the basis of availability and equal distribution to offer the extra hours or shifts. Employees must be available to cover a shift in its entirety, unless otherwise permitted by the Employer.

- 14.04 On the Job Training: Where feasible, the Employer will institute and maintain a system of "on the job" training so that Employees will have the opportunity to expand their job skills.

- 14.05 Notification: The bargaining unit shall be notified of all appointments hiring, layoffs, transfers, recall dates and terminations of Employees.

## **ARTICLE 15 - LAYOFFS AND RECALLS.**

- 15.01 Role of Seniority in Layoffs: Both parties recognize that job security increases in proportion to length of service. In the event of a layoff, Employees shall be laid off in the order of least to most Seniority. An Employee who is to be displaced as a result of a layoff, may displace a more junior Employee of the Employer in order to retain employment, provided that they are fully capable of performing the work required.

- 15.02 Recalls: Capable Employees shall be recalled in order of seniority. A laid off Employee with the requisite capabilities shall be given the opportunity to be recalled for a vacant position, prior to posting the position internally or externally. A recall must be made in writing. A copy of the recall must be provided to the Union.

- 15.03 Advance Notice of Layoffs: The Employer shall notify an Employee that they are to be laid off at least fourteen (14) calendar days before the layoff is to be effective, along with a potential recall date. If the Employee to be laid off has not had the opportunity to work fourteen (14) calendar days after receiving the notice of layoff, they shall be paid in lieu of working for that part of the fourteen (14) calendar day period during which work was not made available, based on the affected Employee's average earnings over prior two pay periods.

- 15.04 Grievance on Layoffs and Recalls: Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

**ARTICLE 16 - HOURS OF WORK AND OVERTIME**

- 16.01 Employees are required to provide their availability for work to the Employer no less than three weeks prior to the commencement of the academic term. Should an Employee wish to alter their availability, notice of their new availability must be provided to the Employer at least three (3) weeks prior to the change in availability, where possible. However, the Employer will make every effort to make the change prior to the next schedule.
- 16.02 The Employer shall schedule Employees to work based on their posted availability and the operational needs of the Employer. The Employer will endeavour to schedule Employees on an equitable basis, subject to the availability of the Employee. The Schedule shall be posted on Thursdays showing shifts scheduled for the following two (2) week period.
- 16.03 Should Employees attend the workplace for their scheduled shift and works less than the scheduled number of hours despite being available to work longer, they shall be paid no less than the number of scheduled hours at their regular rate of pay. Where the Employee and Employer agree to release an Employee before the end of the scheduled shift, the Employee shall be paid for three (3) hours worked or the actual hours worked, whichever is greater.
- 16.04 a) Overtime: Employees shall be paid time and one-half (1 ½) their normal rate of pay for all hours exceeding thirty-five (35) hours a week as well as one and a half (1 ½) times their normal rate of pay for all hours exceeding twelve (12) hours per day even if they do not work in excess of thirty-five (35) hours per week.
- Overtime shall be offered first to the Employees with the most Seniority.
- b) Where an employee is required to work a shift that ends following the cessation of bus service to the University after 11pm, an Employee shall be entitled to request a taxi voucher from their Supervisor, which voucher shall be valid for the Employee's return to their local accommodations only. The cost of the taxi voucher shall be borne by the Employer.
- 16.05 When an Employee is required to work an offsite shift, defined as a shift at a location that is not University Community Center or the Concrete Beach, including the Health Science Field, snacks and meals shall be provided by the Employer when they are being provided for other staff. The parties agree that the unpaid meal break afforded in accordance with Article 16.06 shall be extended from thirty (30) minutes to sixty (60) minutes. Regardless of whether or not a meal and/or snacks are provided, the Employer agrees to ensure that all members will have access to potable water.
- 16.06 Two (2) fifteen (15) minute paid breaks shall be provided for every eight (8) hours of continuous work. In addition, a thirty (30) minute unpaid meal break shall be provided for every five (5) hours of continuous work. The Employer shall ensure employees are aware of this Article, and will ensure that Employees get their breaks in a timely manner.

**ARTICLE 17 - HOLIDAYS**

17.01 The Employer shall recognize the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Family Day

As well as such other days as are recognized by the *Employment Standards Act, 2000*, as amended (the "ESA"). Council operations will close during winter school break from after the last day of the mid-year examination period until the day that classes resume in January.

Should Employees be required to work on any of the Holidays listed above, they shall be paid time and one-half (1.5x) of their regular pay, for all hours worked.

**ARTICLE 18 - VACATIONS**

18.01 Employees shall receive vacation time and vacation pay in accordance with the *ESA*.

18.02 **Vacation Pay:** In lieu of paid vacation days, vacation pay for Employees shall be calculated based on calendar months of service as follows:

- 1) Upon hiring, the Employee is entitled to four percent (4%) of their earnings.
- 2) Beginning the calendar month after the Employee completes thirty-six (36) calendar months of service, the Employee is entitled to six percent (6%) of their earnings.

18.03 **Vacation Pay Upon Termination:** An Employee terminating their employment at any time shall be entitled to vacation pay that has not been paid out at the time of termination.

**ARTICLE 19 - LEAVE OF ABSENCE**

19.01 **Leave of Absence Without Pay:** An Employee may apply for a Leave of Absence without pay for personal reasons other than for illness. The Employee must submit a written request, including the reasons for the request, to their Supervisor. The Leave of Absence is subject to the approval of the General Manager. Approval for a Leave of Absence shall not be unreasonably withheld.

- 1) An Employee shall be granted Leave of Absence without pay for any Statutory Leaves under the *ESA* or Employment Insurance Benefits, and shall retain seniority and vacation accrued to the date the leave commences.

19.02 **Bereavement Leave:** An Employee will be granted up to three (3) scheduled consecutive shifts leave within a period of five (5) calendar days immediately following the death of a parent, spouse, common-law partner, brother, sister, child or grandchild without loss of salary.

19.03 **Grievances and Arbitration:** Representatives of the bargaining unit shall not lose any pay when required to leave their employment temporarily in order to deal with a grievance or to participate in arbitration.

19.04 Paid Leave of Absence shall be granted, upon request to the Employer, to Employees elected or appointed to represent the bargaining unit at Union conventions, the Union shall then reimburse the Employer for lost wages based on the Employee's scheduled shifts during the requested period.

19.05 Leave of Absence for Full-Time Union or Public Duties

- 1) An Employee may request an unpaid Leave of Absence from the Employer so that the Employee may run in federal, provincial or municipal elections.
- 2) An Employee who is elected or selected for a full-time position with the Union or anybody with which the bargaining unit is affiliated, shall be granted an unpaid leave of absence during their term without loss of seniority. Such leave may be extended by the Employer's and the Employee's mutual consent.

19.06 Time Off for Elections: During any federal, provincial or municipal election or referendum, Employees shall be granted time off to ensure a consecutive four (4) hour period during the hours that polls are open. No deduction from an Employee's pay shall be made.

19.07 Returning from Leave of Absence: An Employee on a Leave of Absence shall notify the Employer in writing not later than two (2) weeks prior to the termination of such leave whether they will be returning. The Employer shall notify in writing every Employee on a leave of absence of the Employee's responsibility and of the date notice is due.

## **ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES**

20.01 Remuneration shall be paid on a semi-monthly basis on the tenth (10<sup>th</sup>) day and the twenty-fifth (25<sup>th</sup>) day of each month. On each pay day, each Employee shall be provided with an itemized statement of their pay and deductions.

20.02 Uniform Allowance: Where the Employer requires Employees to wear clothing bearing the Employer's name or logo, such clothing shall be provided at the sole cost of the Employer.

20.03 Boot Allowance: The Employer shall reimburse Employees up to two hundred (\$200.00) per academic year (September 1 to August 31) for work boots where they are a requirement of the job. Receipts shall be provided and reimbursement shall be issued by the last pay in the month that the receipts are submitted.

## **ARTICLE 21 - BENEFITS**

Part-time student members of Local 1281-44 shall be eligible to be enrolled in the Student Health Plan at the University.

## **ARTICLE 22 - TERMINATION NOTICE**

22.01 Where applicable, pay in lieu of notice shall be paid in a lump sum at the time of termination.

## **ARTICLE 23 - JOB CLASSIFICATION AND RECLASSIFICATION**

23.01 Job Description: The Employer agrees to draw up Job Descriptions for all positions for which the Union represents. The description shall be presented to the bargaining unit and shall become the

## **CUPE and Its Local 1281.44**

### **Collective Agreement – September 1, 2025 – August 31, 2028**

---

recognized job description.

23.02 No Elimination of Existing Classifications: Existing classifications shall not be eliminated without the written consent of the Union.

23.03 New classifications: Regarding any newly established classification which, in the opinion of either party, should be included or excluded from the bargaining unit, the question as to its inclusion or exclusion shall be determined by mutual agreement or failing agreement, be referred to the Grievance Procedure.

## **ARTICLE 24 - JOB SECURITY**

24.01 No Contracting Out: No Employee shall be laid off or no bargaining unit reduction shall occur, as direct or indirect result of the contracting out of work normally performed by the bargaining unit.

## **ARTICLE 25 - GENERAL CONDITIONS**

25.01 Bulletin Boards: The Employer shall provide bulletin boards which shall be placed so that all Employees will have access to them and upon which the bargaining unit shall have the right to post notices of meetings and such other notices as may be of interest to the Employees. The Employer shall provide a lunchroom/staff room for part-time Employees of the Productions Department in order that they have somewhere to eat their meals and leave their bags and where the Union Board will be located.

25.02 Supplying of Legal Counsel: Where coverage supplied through its comprehensive liability policy does not apply, the Employer shall supply legal counsel where necessary for any action initiated against any Employee by virtue of performance of their assigned duties.

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

25.04 Copies of Agreement: The Union and the Employer desire that every Employee become familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Employer shall provide electronic copies of the Collective Agreement and, print sufficient copies of the Agreement for those that request paper copies. The above shall occur within thirty (30) days of executing this Agreement.

25.05 The Parties recognize their rights and responsibilities under the Ontario Human Rights Code, R.S.O. 1990, c. H.19. with regard to the duty to accommodate/return to work and all Employees shall have the right to be accompanied by a Union representative in any such accommodation/return to work meeting.

25.06 Occupational Health and Safety

(a) No shifts will be scheduled where a Manager or full-time Employee is not present or readily available on campus.

(b) The parties shall cooperate in providing a safe and healthy work environment for all Employees in the bargaining unit. The Employer, the Union and the Employees shall comply with their respective obligations under the *Occupational Health and Safety Act*.

**ARTICLE 26 - TERM OF AGREEMENT**

- 26.01 Duration: This Agreement shall be binding and effective from **September 1, 2025 and shall remain in force until August 31, 2028**. This Agreement shall automatically continue year to year thereafter, unless either party notifies the other in writing within the period of ninety (90) days prior to its expiry that it desires to amend or terminate this Agreement.
- 26.02 Agreement to Continue in Force: Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining. If negotiations extend beyond the anniversary date of the Agreement, any revision of terms mutually agreed upon shall, unless otherwise specified apply retroactively to that date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers who are duly authorized, as at the day and year written above.

**SIGNED, SEALED AND DELIVERED in the presence of:**

**UNIVERSITY STUDENTS' COUNCIL  
OF THE UNIVERSITY OF WESTERN**



Jeff Armour (2025-09-09 14:02:158 EDT)

Jeff Armour, Chief Operating Officer



Karla Pacheco (2025-09-10 10:23:59 EDT)

Karla Pacheco, Senior Manager, People & Development



Jason Brown, HR Coordinator, People & Development

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL ONTARIO  
1281.44**



Heather Murray (2025-09-09 14:02:31 EDT)

Heather Murray, CUPE National Rep



Prav Saki, Local 1281-44 Steward



Chris Swyer (2025-09-10 12:01:16 EDT)

Chris Swyer, Bargaining Committee Member

**SCHEDULE A - Wages**

	<b>September 1, 2025</b>	<b>September 1, 2026</b>	<b>September 1, 2027</b>
<b>Productions Crew (regular)</b>	\$18.13 (min wage + 3%)	Min wage + 3%	Min wage + 3%
<b>Returning Employees</b>	+\$0.25	+\$0.25	+\$0.25

For the purpose of the above wage rates, Returning Employees are defined as those who have completed their probationary period and who have attended the mandatory training session in September of the preceding year.

Employees above wage grid to be red circled until wage rate catches up.