COLLECTIVE AGREEMENT

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)

And its Local 1281

CUPE | Canadian Union of Public Employees

and

CARLETON UNIVERSITY GRADUATE STUDENTS' ASSOCIATION

Effective: August 1, 2025

Expiry: July 31, 2027

DEFINITIONS 4
ARTICLE 1 – PURPOSE 5
ARTICLE 2 – MANAGEMENT FUNCTIONS 5
ARTICLE 3 – RECOGNITION AND SCOPE 6
ARTICLE 4 – NO DISCRIMINATION/HARASSMENT 8
ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT 11
ARTICLE 6 – CHECK-OFF OF UNION DUES 12
ARTICLE 7 – EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES 12
ARTICLE 8 – RESOLUTIONS AND REPORTS OF THE EMPLOYER 13
ARTICLE 9 – CORRESPONDENCE 13
ARTICLE 10 – LABOUR/MANAGEMENT COMMITTEE 14
ARTICLE 11 – GRIEVANCE PROCEDURE 15
ARTICLE 12 – ARBITRATION 17
ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE 19
ARTICLE 14 – SENIORITY 23
ARTICLE 15 – HIRING AND STAFF CHANGES 24
ARTICLE 16 – SHIFT WORK 26
ARTICLE 17 – LAYOFFS AND RECALLS 26
ARTICLE 18 – LEAVE OF ABSENCE 28
ARTICLE 19 – PREGNANCY AND PARENTAL LEAVE 29
ARTICLE 20 – SICK LEAVE PROVISIONS 33
ARTICLE 21 – HOURS OF WORK 35
ARTICLE 22 – WORKLOAD REVIEW 37
ARTICLE 23 – OVERTIME 38
ARTICLE 24 – HOLIDAYS 39
ARTICLE 25 – VACATION 40
ARTICLE 26 – JOB CLASSIFICATION AND RECLASSIFICATION 42
ARTICLE 27 – JOB SECURITY 43
ARTICLE 28 – PAYMENT OF WAGES AND ALLOWANCES 43
ARTICLE 29 – HEALTH AND SAFETY 45
ARTICLE 30 – GENERAL CONDITIONS 46
ARTICLE 31 – SURVEILLANCE CAMERAS 50
ARTICLE 32 – EMPLOYEE BENEFIT PLANS 50

ARTICLE 33 – STATUS OF EMPLOYEES 51
ARTICLE 34 – TERM OF AGREEMENT 52
SCHEDULE "A" – WAGE AND SALARY SCALE 53
APPENDIX A – Job Descriptions 56
LETTER OF UNDERSTANDING #1 - Re: Letters of Understanding 62
LETTER OF UNDERSTANDING #2 – Mike's Place Job Postings 63

DEFINITIONS

Employer: GSA Inc. (The Carleton University Graduate Students' Association)

Association: GSA Inc.

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.

Staff Relations Officers: Appointed members of the GSA Executive and/or the Executive Coordinator, who have the responsibility to be the liaison between the Employees and the Employer.

GSA Grievance Committee: A standing committee of the Employer with a maximum of three (3) members 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 authorized by the bargaining unit members to represent workers with the Employer in any matter pertaining to the Collective Agreement.

Gender: The pronoun "they" has been used in the present document to refer to the singular or the plural, and to provide gender-neutral language.

Non-Shift Employee: Those Employees whose classification normally does not require reporting to work for a regularly scheduled fixed period of time. The positions of Financial Administrator, Outreach Coordinator, and Sexual Assault Outreach Coordinator are non-shift classifications.

Shift Employee: Those Employees whose classification normally requires reporting to work for a regularly scheduled fixed period of time. The positions of Bar Supervisor, Bar Staff, and Office Administrator are shift classifications.

Term Employee: Those Employees whose employment has a specified end date.

ARTICLE 1 – PURPOSE

1.01 Purpose

The purpose of this Collective Agreement (the "Agreement") between the Employer and the Union is to establish and maintain rates of pay, other working conditions and conditions of employment, and to provide appropriate procedures for the resolution of grievances 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 FUNCTIONS

2.01 Management Functions

The Union agrees that subject to the terms of the Agreement, it is the exclusive function of the Association to:

- manage its businesses;
- direct the working forces (including, but not limited to, determining schedules, shifts, hours, and the contents of jobs) in a fair and equitable manner;
- suspend, discharge or discipline Employees for just cause; hire, promote, demote, transfer, and layoff Employees; and
- establish, maintain, enforce, and alter rules and regulations covering the operation of the business.

The Employer agrees that such functions shall be exercised in accordance with the provisions of the Agreement.

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 Staff Relations Officers

The Employer agrees to appoint two (2) Staff Relations Officers, 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 Staff Relations Officers.

ARTICLE 3 – RECOGNITION AND SCOPE

3.01 Scope of the 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 persons employed by GSA Carleton Inc. in the City of Ottawa, save and except the Hospitality and Operations Manager, Executive Director, and persons above the rank of Supervisor" and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Indigenous Land Acknowledgement

The Union and the Association acknowledge that the Carleton University 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.

3.03 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, except in cases of emergency, training, or other situations that are mutually agreed upon in writing by the parties.

3.04 No Other Agreements

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.

3.05 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 Agreement.

3.06 Representatives

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 and staff. Likewise, the Employer shall supply the Union with a list of its appointed Staff Relations Officers (Employer'srepresentative and alternate) with whom the Union may be required to transact business.

3.07 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, and participation in negotiations and arbitration. Permission to leave work for such purposes shall first be obtained from the Staff Relations Officer or designate.

Where required, Union officers and committee members may also request permission to conduct their functions outside of work hours, which shall be considered as time worked. 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. 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 18 and 30.01.

3.08 Unit Steward

On an annual basis, the Union shall appoint one Unit 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 Unit 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 Unit Steward elected or where the Unit Steward requires representation, or a member requests, a member of theUnion Executive or designated Union representative will be appointed to act as the point of contact with the Employer.

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 the Employees, the Union, and the Employer.

4.02 Violence and Harassment in the Workplace

(a) Definition of Workplace Harassment

Workplace harassment shall be defined as a course of vexatious comment or conduct against an Employee that is known or ought reasonably to be known to be unwelcome. The definition of workplace harassment includes workplace sexual harassment. Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, threatening, embarrassing, or humiliating to the individual and adversely affects the working environment.

(b) 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 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 Definition of Disability

In this Article, the term "disability" shall be defined as follows:

(a) Any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and without limiting the generality of the foregoing, including diabetes mellitus, epilepsy, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or on a wheelchair or other remedial appliance or device, or

(b) A condition of mental impairment or a developmental disability; or

(c) A learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language, or

(d) A mental disorder; or

(e) An injury or disability for which benefits were claimed or received under the insurance plan established under the *Workplace Safety and Insurance Act, 1997.*

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 agrees that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practised with respect to an Employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise, by reason of age, race, ancestry, place of origin, creed, colour, ethnic origin, origin, citizenship, political or religious affiliation or beliefs, political activity, sex, sexual preference, sexual orientation, gender identity, gender expression, marital status, family status, number of dependents, place of residence, record of offences, medical records, physical and/or psychological disability where it does not prevent the performance of the duties of the position, their activity or lack of activity in the Union, or by reason of the exercise of any of the rights contained in this Agreement. 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 workplace/personal harassment, sexual harassment, gender 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.

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, lifestyle or mode of dress will be admissible during the grievance or arbitration process.

4.07 Gender Harassment

Gender harassment shall include offensive comments and/or actions, and/or exclusion from that to which a persons(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 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 Employment Equity Plan

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

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT

5.01 All Employees to be Members

All Employees that are within the scope of this Agreement, as a condition of employment, will 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 an electronic list of the names of all bargaining unit members including the bargaining unit member's first and last names, home address, job classification, wage, home phone number and email address. This list will be forwarded to the Local's office quarterly.

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.01 Check-Off of Union Dues

The Employer shall deduct from every Employee, except Work Study Students, any dues, initiation fees, or assessments levied by the Union on its members.

6.02 Deductions

Deductions shall be forwarded in one (1) cheque to the Secretary-Treasurer of the Union not later than the 10th 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

(a) Potential Employees
The Employer agrees to acquaint potential Employees with the fact that a Union agreement is in effect.

(b) New Employees
All new Employees will be provided with a copy of the current Agreement on or before the first day of work.

7.02 Meeting Opportunity

On commencing employment, the Staff Relations Officer 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 forty-five (45) minutes 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 significantly affects Employees within this bargaining unit shall be communicated to the Union in advance of the meeting.

ARTICLE 9 – CORRESPONDENCE

9.01 Correspondence

Where notice or reply to the Union is required by any Article of this Agreement, such notice shall be in writing to the sub local Steward, with a copy sent to the President of the CUPE Local 1281 via email at president@cupe1281.ca and to the Administrative Coordinator at admin@cupe1281.ca Any notice which does not meet this requirement shall be deemed to be null and void.

Where notice or reply to the Employer is required by any Article of this Agreement, such notice shall be in writing to the Staff Relations Officers via email with a copy sent to the Executive Director via email at ed@gsacarleton.ca. Any notice which does not meet this requirement shall be deemed to be null and void.

9.02 In Writing

For the purposes of this Agreement the term "in writing" shall refer to a letter drafted on company or Union letterhead, which may be delivered by email or by postal mail and include signatures. If the letter is not signed, it shall be deemed void.

ARTICLE 10 – LABOUR/MANAGEMENT COMMITTEE

10.01 Establishment of the Labour/Management Committee

At the request of either party, and no less than three (3) times annually unless both parties agree there is no need to meet, meetings shall be held between equal numbers of representatives of the Employer and of the Union to discuss any questions, excluding grievances and disciplines and collective bargaining, 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 Agreement. It is understood that the Union representatives on the committee shall consult with the Union prior to reaching any agreement. The committee does not have the jurisdiction to amend, add to, or delete the provisions of this Agreement. The committee does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

10.02 Meetings of all Committees

Labour/management and bargaining committees shall be comprised of two (2) or three (3) representatives of both parties, one of whom shall be an authorized representative of the Union. Labour/management committee shall meet 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.

10.03 Chairperson of the Meeting

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

10.04 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 Local 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 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 Agreement.

11.02 Recognition of Unit Steward

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Unit Steward. The Steward may, as required or requested by the Union, assist any Employee in preparing and presenting their grievance in accordance with the grievance procedure.

11.03 Name of Steward

The Union will notify the Employer in writing of the name of the Unit Steward before the Employer shall be required to recognize them.

11.04 Grievance Process

The following procedures shall be adhered to in processing grievances:

(a) Step One: Complaint Stage

A complaint shall not be considered a grievance, unless the Employee has first given the Staff Relations Officer or their designate 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. If the complaint cannot be settled at this level, it shall be processed in the following manner.

(b) Step Two: Filing of Grievance

All grievances shall be filed by the Union and submitted to the Employer. The Local of the Union shall have carriage of the grievance, and only its authorized designates from the Executive or the Service Coordinator.

(i) The Union will file a written Grievance with the Employer's representative within ten (10) business days of the Employer's response provided to the initial complaint at Step One, except for a grievance filed under Article 29 (Health and Safety) in which case the Union will have fifteen (15) business days or Article 4 (No Discrimination/Harassment), in which case the Union will have thirty (30) business days. The statement of grievance shall indicate the name(s) of the grievor(s) where applicable, the facts giving rise to the grievance, and indication by specific reference to the provision or provisions of this Agreement alleged to be violated and shall indicate the relief sought.

(ii) The Employer's representative shall reply in writing to the Union, within ten (10) business days, after receipt of the grievance.

(iii) The Union will seek to settle the dispute with the Employer's representative to the satisfaction of the Union and the Grievor.

(iv) Failing resolution of the grievance to the mutual satisfaction of the Union and the Employer, either may request an escalation of the resolution process to Step Three within ten (10) business days of the issuance of the Employer's response.

(v) Should no further request or response be brought forward by the Union within the ten (10) business days of the Employer's response being issued or a meeting taking place, the matter will be considered to be resolved to the mutual satisfaction of the parties, and no further action will be expected or required.

(c) Step Three: Meeting

If the grievance is not settled at Step Two, the Union may, within ten (10) business days of receiving the Employer's response at Step Two, request a meeting with the Employer. The Employer shall meet with the Union and the grievor, where applicable, within ten (10) business days following receipt of such request. The Employer will submit their answer in writing to the Union and the grievor, where applicable, within ten (10) business days of such meeting.

(d) Step Four: Referral to Arbitration

Failing satisfactory settlement being reached at Step Three, the Union may, within ten (10) business days of the Employer's decision at Step Three, notify the Employer in writing of its intention to refer the dispute to arbitration in accordance with the process as defined under Article 12 (Arbitration).

(e) Mediation

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding Step Four (4) above, 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.

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's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved Employees, without the consent of the authorized representative of the Union Executive or the Service Coordinator. Violation of this section shall result in the grievance being allowed.

11.07 Bypassing Step 1 Policy Grievance

Where a dispute involving a policy grievance occurs, in which there is a question of the general application or interpretation of the Agreement, or where a group of Employees or the Union has a grievance, Step 1 of this Article will be bypassed.

ARTICLE 12 – ARBITRATION

12.01 Composition of the Board of Arbitration

When a dispute or grievance has been properly carried through all steps of the grievance procedure outlined in Article 11, the request to proceed to arbitration shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within ten (10) business days thereafter, the other party shall answer by registered mail indicating the name

and address of its appointee to the arbitration board. The two appointees shall select an impartial chairperson who will hear the case within ninety (90) days.

In the event that postal service is disrupted or unavailable, any notice required to be sent by registered mail under this Article may be provided by electronic mail, courier, or personal delivery to the Steward and/or the Union representative. Notice shall be deemed received on the date of transmission or delivery.

12.02 Single Arbitrator

The parties may mutually agree to the appointment of a single arbitrator within the same time frame as in Article 12.01.

12.03 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within ten (10) business days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

12.04 Decision of Arbitrator or Board of Arbitration

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

12.05 Disagreement on Decision

Should the parties disagree as to the meaning of the single Arbitrator or the Board's decision, either party may apply to the single Arbitrator or Chairperson of the Board of Arbitration to reconvene for a clarification of the decision.

12.06 Expenses of the Board or Single Arbitrator

Each party shall:

Jointly bear the fees and expenses of the single Arbitrator; or

The fees and expenses of the nominee to the Board it appoints, and one half of the fees and expenses of the Chairperson.

12.07 Amending of Time Limits

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

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, written 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 or notification of discipline or disciplinary action. 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 Article shall render the discipline or discharge null and void.

13.03 Discipline Procedure

(a) Step 1 – Meeting

Prior to any 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 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. At the meeting, the Employer shall outline the complaint and subsequently provide an opportunity for the Employee to respond to the allegation. A Union representative, which may include the Unit Steward, 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.

(b) Step 2A – Written Warning

If the complaint is not dismissed, or otherwise resolved, as a result of the meeting in Step 1, or where the Employee waives explicitly, or implicitly by not attending, their opportunity for such meeting the Employer, within fifteen (15) business days, may issue a Written Warning. The Written 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 Written Warning. No act, omission, or failure to conform to a required standard shall appear in a Written Warning, which did not appear in the Notice of Meeting issued at Step 1.

Step 2B

An Employee receiving a Written 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.

(c) Step 3 – Notification of Disciplinary Action

The Employer may implement disciplinary action after issuing the Written Warning if the problem is not corrected by the date specified in the Written Warning. The Employer shall advise the Employee and the Union, in writing, of the disciplinary action to be taken.

Suspension and then discharge shall only be imposed following the issuance of Notification of Disciplinary Action and only in accordance with the terms defined in such document. Employees will be notified in writing of the grounds for suspension or discharge with a copy immediately provided in writing to the Unit Steward and 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 of Meeting as set out in Step 1, except in cases of extreme misconduct.

13.05 Burden of Proof

In cases of discipline, suspension, and discharge, the burden of proof of just cause shall rest with the Employer.

13.06 Probationary Employee

Newly hired part-time Employees shall be considered to be on a probationary status for a period of three (3) months from the date of hiring. Newly hired Full-time Employees shall be considered to be on a probationary status for six (6) months from the date of hiring. The probationary period may be extended by the Employer after a consultation meeting with the Employee and their Union representative has occurred to discuss the reasons for the extension. During the probationary period, such Employees shall be entitled to all applicable rights and privileges of this Agreement except with respect to discharge, unless the Union identifies a discrimination claim (as noted in Article 4) as the basis of the termination. Furthermore, in assessing the discharge of a probationary Employee, an arbitrator shall take 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.

13.07 Right to Have Steward and Authorized CUPE Representative Present

An Employee shall have the right to have their Steward present at any disciplinary meeting as agreed to in the Discipline Procedure. The Unit Steward or local Union officer will have the right to consult with a CUPE Staff Representative and to have them present at any discussion with supervisory personnel.

13.08 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.

13.09 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.

(e) The Employer will keep all personnel records for a period of twelve (12) months after Step One. All files are to be shredded after this twelve (12) month period.

13.10 Justification for Immediate Disciplinary Action

Notwithstanding the above, where an Employee's misconduct is of an extreme nature, the Employer reserves the right to discipline an Employee for just cause, without first having such Meeting, or issuing a Written Warning or Notification of Discipline. The onus of just cause is on the Employer and if the Employer cannot prove just cause, the Employee shall be reinstated with full pay and benefits retroactive to the date of termination without any seniority change.

13.11 Business Day

For the purposes of Article 13 only, the definition of Business Day shall not include vacation time and/or sick days taken by the Employee, the Staff Relations Officer, and/or the authorized Union representative.

13.12 Amending of Time Limits

The time limits fixed in the discipline procedure may only be extended by mutual agreement.

ARTICLE 14 – SENIORITY

14.01 Seniority Defined

Seniority is defined as the length of service with the Employer measured in years and months and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining unit-wide basis.

14.02 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 and posted on all bulletin boards in January and July of each year and where layoffs occur.

14.03 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 their current address on file with the Employer.

(d) The Employee who has been absent from work for three (3) consecutively scheduled shifts without notifying the Employer or designate, except in the event of an emergency for which the Employee can provide documentation or evidence. 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; or

(f) The Employee fails to return to work as scheduled after the expiration of any leave granted, unless due to illness or just cause.

14.04 Accumulation of Seniority

Seniority shall not accumulate (will be suspended) in the months of May to August when on summer leave (as outlined in 18.03). 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.

14.05 Transfer/Promotion Outside the Bargaining Unit.

No Employee shall be transferred/promoted to a position outside the bargaining unit without their consent. If an Employee is transferred/promoted to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such Employee shall have the right to return to their previous classification in the bargaining unit within a maximum of twelve (12) months, unless mutually extended and agreed to by the parties.

ARTICLE 15 – HIRING AND STAFF CHANGES

15.01 Job Postings

When the Employer intends to fill a vacant position or a new position is created, permanently or temporarily, the Employer shall notify the Union in writing, at least two (2) business days prior to posting, email notices to all bargaining unit Employees a minimum of five (5) business days prior to the deadline for written applications, and post notices in prominent places on campus for a minimum of five (5) business days so that Employees may be able to make written applications. The Employer will ensure postings are provided to the Union for posting on Union bulletin boards.

During the hiring process at least one Mike's Place Employee or one Office Administrator shall be present during the interview portion of the hiring. In periods when Mike's Place has no active Employees, the Employer may designate an alternate staff member to participate in the interview process.

15.02 Information in Postings

Such notice shall contain the following information:

(a) nature of position (a summary of Job Description from Appendix A, as agreed by the parties);

(b) qualifications;

(c) required knowledge or educational skills;

(d) wage or salary rate;

(e) hours of work;

(f) a statement of non-discrimination; and

(g) statement that the Association is a unionized workplace with CUPE 1281.

15.03 Union Notification

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

15.04 Graduate Student Employees

Both parties agree that a necessary qualification for hiring into the bargaining unit for part-time positions shall be that they are a member of the Association. A necessary qualification for continued employment with the Association will be that they remain a member of the Association for at least two (2) out of three (3) academic terms. Should no Association member be deemed qualified for the Financial Administrator or Sexual Assault Outreach Coordinator position, both parties agree that this Article does not apply. A person who is not a member of the Association may be hired for that position.

ARTICLE 16 – SHIFT WORK

16.01 Notification of Availability

The parties agree that many of the positions in the bargaining unit entail shift work. Each Employee shall be responsible for informing the Supervisor of their availability.

16.02 Call-in Pay

An Employee who reports to work at the request of the Employer shall be paid for a minimum of three (3) hours.

16.03 Shift Cancellation

The Employer shall provide the Employee with a minimum of four (4) weekdays' notice for the cancellation of a shift. If four (4) weekdays' notice is not provided, and where an Employee reports for a scheduled shift where work is not available, they shall be paid for a minimum of four (4) hours.

In the event that an Employee cancels a scheduled shift, they must provide the Employer with four (4) weekdays' notice, except in the case of an emergency.

ARTICLE 17 – LAYOFFS AND RECALLS

17.01 Definition of Layoff

A layoff shall be defined as a reduction in the workforce or a reduction of more than thirty percent (30%) in the regular hours of work in any four (4)-week period caused by a lack of work or lack of funds.

17.02 Benefits of Layoff

Seniority shall continue to accumulate during the first twenty-four (24) months of layoff, after which it shall remain frozen until such time as the Employee is recalled.

17.03 Layoff

When the Employer decides that circumstances require a temporary or permanent layoff for the purpose of reducing the workforce within a job classification, layoffs will be in reverse order of seniority. The Employer will notify Employees who are to be laid off at least four (4) weeks prior to the effective date of layoff, or award pay in lieu thereof for any days that the Employee(s) would normally have worked if notification is less than four (4) weeks. This Article does not apply to reductions of personnel necessitated by events beyond the control of the Employer, such as an Act of God.

17.04 Recalls

Where a vacancy occurs in a classification following a reduction of personnel as a result of which an Employee has been laid off, an Employee shall have an opportunity of recall from a layoff to an available opening in the bargaining unit in order of seniority, provided they have the qualifications and/or relevant experience required to perform the work.

(a) Employees being recalled shall be notified in writing by registered mail three (3) weeks in advance of recall;

(b) To be eligible for recall, a laidoff Employee must keep the Employer informed of their current home and email address.

(c) A laidoff Employee who fails to report for duty within seven (7) business days of receiving notification by a registered letter shall forfeit the right to be recalled, unless prevented from responding due to medical reason or other just cause. 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.

17.05 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 18 – LEAVE OF ABSENCE

18.01 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.

18.02 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.

18.03 Summer Leave

Part-time Employees will be entitled to an unpaid leave of absence during the summer period, provided such leave is requested four (4) weeks prior to the commencement of the summer leave. Requests for summer leave made within four (4) weeks prior to the commencement of the leave shall not be unreasonably withheld.

18.04 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 unpaid leave of absence for those Employees who are elected or appointed to represent the Union at a conference, convention or other Union business (including grievances) to a maximum of four (4) days per year to be distributed at the Union's discretion. However, the Union shall reimburse the Employer for any pay over and above these stipulated amounts during the period of absence.

18.05 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 a request shall not be unreasonably withheld, subject to operational requirements. Any such request must be made at least four (4) weeks prior to the commencement of the leave being requested. No request for leave, made within four (4) weeks prior to the commencement of the leave, will be unreasonably denied. The Employer will not grant a leave of absence for positions within the Association.

18.06 Paid Bereavement Leave (Full-time Employees Only)

Full-time Employees shall be granted a maximum of five (5) regularly scheduled consecutive paid work days' leave in the case of the 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, parent-in-law. Where the burial takes place more than two hundred and fifty kilometres (250 km) away, such leave shall include, as well, reasonable travelling time, the combination of both not to exceed six (6) days. In exceptional circumstances, paid bereavement leave may be extended at the discretion of the Employer in negotiation with the Employee and the Union.

18.07 Preventive Medical Leave (Full-time Employees Only)

Full-time Employees shall be allowed up to four (4) days per annum paid leave of absence in order to engage in personal preventive medical health and dental care.

ARTICLE 19 – PREGNANCY AND PARENTAL LEAVE

19.01 Pregnancy Leave

The Employer shall not deny the pregnant Employee the right to continue to work until their date of delivery.

(a) An Employee who is pregnant shall be entitled to an unpaid leave of absence of up to seventeen (17) weeks. Seniority, vacation and sick leave credits shall continue to accumulate during this leave of absence.

(b) 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.

(c) Pregnancy Supplemental Unemployment Benefit (SUB) Plan

The Employee who applies for and is declared to be eligible to receive Employment Pregnancy 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 ninety-five percent (95%) of their weekly gross salary; and

(ii) for each of the weeks where the Employee receives Employment Insurance Pregnancy Benefits, supplementary payments equal to the difference between ninety-five percent (95%) of their weekly gross salary and the Employment Insurance payment.

(d) Such payments will be made provided that the sum total of all earnings and payments received weekly by the Employee (including Employment Insurance Benefits, SUB payments and all other employment earnings) does not exceed ninety-five percent (95%) of their normal weekly earnings.

(e) SUB payments shall not be made by the Association,

(i) beyond an employment termination date; or

(ii) should Employment and Social Development Canada disqualify the Employee from receiving Employment Insurance Pregnancy Benefits.

(f) Should Employment and Social Development Canada eliminate or reduce the payment of Employment Insurance Pregnancy Benefits, the Employee shall be entitled to receive from the Employer payments equivalent to those which would have been made under the SUB plan at the time immediately prior to the elimination or reduction.

(g) While on Pregnancy Leave, the Employee shall continue to have access to all Health and Welfare benefits as provided for under Article 32 in this Agreement.

(h) Where an Employee wishes to return from a pregnancy leave of absence on a date earlier than indicated at the time of the request for such leave, the Employee shall provide at least two (2) weeks' notice of their intent to return.

(i) 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 the 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.

19.02 Parental Leave

(a) An Employee with thirteen (13) weeks' service who is eligible to take parental leave shall be entitled to one (1) of the following:

(i) employees 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.

(b) Employees who have taken a pregnancy leave and who also wish 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 the Employee for the first time.

(c) The Employee who applies for and is declared to be eligible to receive Employment Insurance Parental Benefits is entitled to receive from the Employer, while on parental leave:

(i) for the one (1) week waiting period provided for in the Employment Insurance Plan, a payment equal to ninety-five percent (95%) of their weekly gross salary; and

(ii) for each of the weeks where the Employee receives Employment Insurance Parental Benefits, supplementary payments equal to the difference between ninety-five percent (95%) of their weekly gross salary and the Employment Insurance payment received.

(d) Such payments will be made provided that the sum total of all earnings and payments received weekly by the Employee (including Employment Insurance Benefits, Employer SUB payments and all other employment earnings) does not exceed ninety-five (95%) of their normal weekly earnings.

(e) SUB payments shall not be made by the Association,

(i) beyond an employment termination date; or

(ii) should Employment and Social Development Canada disqualify the Employee from receiving Employment Insurance Pregnancy benefits.

(f) Should Employment and Social Development Canada eliminate or reduce the payment of Employment Insurance Parental Benefits, the Employee shall be entitled to receive from the Employer payments equivalent to those which would have been made under the SUB plan at the time prior to the 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 Article 32 in this Agreement.

(h) Seniority, sick leave and annual vacation leave credits continue to accrue while an Employee in on parental leave.

(i) Where an Employee wishes to return from a parental leave of absence on a date earlier than indicated at the time of the request for such leave, the Employee shall provide at least four (4) weeks' notice of their intent to return.

(j) Where an Employee opts for the extended parental leave, the payments made in accordance with the Parental SUB Plan will be prorated accordingly. For clarity, the total amount of Parental SUB payments made in accordance with the SUB 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: Per the *Employment Standards Act, 2000* (as amended):

(i) standard parental leave is twelve (12) months;

(ii) extended parental leave is eighteen (18) months.

19.03 Continuation of Benefits

Employees are entitled during pregnancy and parental leave to continue participation in all benefit plans.

19.04 Reinstatement

Employees shall be reinstated following the return from a pregnancy and/or 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 20 – SICK LEAVE PROVISIONS

20.01 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, being under compulsory quarantine when certified by a medical officer, or because of an accident for which compensation is not payable under the Workplace Safety Insurance Board (WSIB).

20.02 Amount of Paid Sick Leave

Full-time Employees shall earn sick leave shall at the rate of one and one half (1½) days for every month a full-time Employee is employed. Part-time Employees shall be entitled to a maximum of eight (8) hours of paid sick leave per term, as follows: if the Part-time Employee is scheduled for an on-site shift but unable to work due to illness, injury, or disability, and the Part-time Employee has sufficient paid sick leave available, the Employer shall provide the Part-time Employee with paid sick leave for the scheduled shift. Paid sick leave may only be taken in a minimum of four (4)-hour increments. For clarity, any unused sick leave shall neither accrue nor be paid out to the Part-time Employee.

20.03 Accumulation of Sick Leave

Full-time Employees may accumulate sick leave up to a maximum of sixty (60) days at any time. Sick leave that is unused will not be compensated for on termination of the Employee's employment.

20.04 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one half day.

20.05 Proof of Illness

An Employee may be required to produce a certificate from a medical practitioner for any illness or injury in excess of five (5) working days or three (3) scheduled shifts, certifying that they were unable to carry out their duties due to illness or injury. The Employer shall reimburse Employees for any required medical certificates.

20.06 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 ten (10) working days. Upon return to duty, the Employee shall repay the extension of sick leave in full at the rate of one half (1/2) of the monthly accumulation.

20.07 Illness in the Family

In the case of an 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 accumulated sick leave for this purpose. In order for the Employee to qualify for this use of sick leave, the Employer may require the Employee to provide a doctor's certificate of the family member's medical condition, at the expense of the Employer. The Employee will be required to maintain credits in their sick leave bank at a minimum of seven (7) days.

20.08 Sick Leave Bank

Immediately after the close of each semester, the Employer shall advise each full-time Employee in writing of the amount of sick leave accrued in their sick leave bank.

20.09 Accommodation/Return to Work

The parties endorse the joint responsibility and importance of early intervention and a safe return to work. When identified, an accommodation for the Employee due to illness and or injury will be considered and when possible alternate/modified work will be assigned in accordance with the restrictions/capabilities (i.e., FAF – Functional Assessment Form or similar assessments provided by a qualified medical professional), whether the disability is permanent or temporary.

When it is determined that an Employee is unable to perform the full duties of their position due to medical restrictions, the Employer and Employee will meet to discuss the restrictions/capabilities surrounding the Employee's return to work/accommodation. The Employer will notify the Employee of their right to be accompanied by a Union representative prior to the meeting.

With the Employee's consent, the Employer shall share with the Union information relevant to the accommodation of the affected Employee and information regarding the requirements/duties of the Employee's position.

Notwithstanding the above, the Employer agrees to provide the Union with copies of workplace accommodation arrangements made for any Employee.

20.10 Notification of Illness

Employees must notify their immediate supervisor or designate directly, where possible, at least four (4) hours prior to the commencement of their scheduled shift in order to advise of any need to use sick leave.

ARTICLE 21 – HOURS OF WORK

21.01 Full-time Employees

The normal work week will be from Monday through Friday and the normal day shall not commence before 9:00 a.m. nor finish later than 6:30 p.m.

Monthly inventory or events may be scheduled on weekends as part of the regular work week. Any overtime shall be paid in accordance with Article 22.

21.02 Part-time Employees

Unless the Employee agrees to leave work early, Bar Staff will be guaranteed a minimum of one (1) five (5) hour shift per week. Office Administrators will be guaranteed a minimum of twelve (12) hours, made up of one (1) eight (8) hour shift and one (1) four (4) hour shift per week, unless the Office Administrator requests otherwise. Outreach Coordinators will be guaranteed a minimum of ten (10) hours of work per week. Sexual Assault Outreach Coordinators will be guaranteed a minimum of fifteen (15) hours per calendar month. Extra work, if available, shall be distributed equally amongst Employees within the respective job classifications (as outlined in this Agreement) on a rotating basis.

Employees are not guaranteed hours during Reading Weeks and the December-January holiday break when the office and Mike's Place are closed, or when the University is closed.

Employees will endeavour to provide their shift preferences and availability at least two (2) weeks prior to the commencement of the new schedule for the term, and this will be used as a guide to create the schedule. The Employer will consult with the Employees prior to posting any schedule.

21.03 Turn Around Time

No Employee shall be required to work with less than twelve (12) hours free from performing work between shifts with the exception of attending scheduled staff meetings. Employees who wish to work with less than twelve (12) hours free from performing work between shifts must indicate this in writing to the Hospitality and Operations Manager. It is agreed that all shifts must be in compliance with the Employment Standards Act R.S.O. 2000, as amended.

21.04 Rest Periods

All Employees shall have a fifteen (15) minute rest period, considered time worked, for every shift that is less than five (5) hours in length.

(a) Bar Staff have a total of thirty (30) minutes of paid breaks for every five (5) hours worked, with no single break exceeding fifteen (15) minutes and the timing of breaks subject to operational requirements.

(b) Office staff shall have a thirty (30) minute uninterrupted paid break during any shift that is between five (5) and six (6) hours in length. Office staff shall have a thirty (30) minute continuous paid break and two fifteen (15) minute paid breaks during any shift over six (6) hours in length.

21.05 Scheduling (Full-time Employees)

(a) The Employee will work a five (5)-day work week (in accordance with Article 21.01;

(b) The Employee will take a one half (½) hour paid lunch break within a three (3)-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 Employee to have worked one half (½) hour extra (over and above the scheduled hours) and the Employee shall be paid accordingly.

21.05.1 Subject to Articles 16 and 21, scheduling shall be done in consultation with the Employees, and a schedule shall be posted if possible two (2) weeks ahead, but no later than five (5) weekdays ahead of the week for which the schedule is posted. Employees shall provide their availability to the Hospitality and Operations Manager a minimum of two (2) weeks prior to the first day for which the new schedule is to be implemented.

ARTICLE 22 – WORKLOAD REVIEW

1. Right to a Review

An Employee who believes their workload is unreasonable or exceeds what can be completed within assigned hours may request a workload review without fear of reprisal.

2. Initial Discussion

The Employee will first discuss the concern with their immediate supervisor.

3. Interim Measures

Pending the outcome of the review, temporary adjustments may be made where necessary to prevent excessive workload.

4. Assessment Criteria

The supervisor shall consider:

- Assigned duties and responsibilities
- Number of hours allocated to this workload across staff
- Unpredictable nature of student support work
- Time required to complete tasks
- Available resources and supports
- Comparable workloads within the workplace
- Any relevant health and safety considerations

5. Dispute Resolution

If the matter remains unresolved, it may be advanced through the grievance procedure.

ARTICLE 23 – OVERTIME

23.01 Overtime Defined

(a) All time worked in excess of thirty-seven and one half (37.5) hours per week shall be considered overtime.

(b) The Employer shall be required to keep track of all overtime hours worked by staff in accordance with the Employer's established guidelines for approved overtime.

When possible, overtime requests must be submitted to the board for approval.

(c) Overtime work shall be on a voluntary basis.

(d) The regular hourly rate shall be calculated as the annual salary of the Employee, divided by the product of fifty (50) and the hours normally worked per week (37.5 hours). Overtime shall be calculated as one and a half (1.5) times the regular hourly rate.

(e) All authorized time worked over and above a nine (9) hour shift in any given day shall be compensated at the rate of time and one half (1.5) for every hour so worked.

23.02 Time Off in Lieu of Overtime (Full-time Employees Only)

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

23.03 Weekend Special Events Premium

When a special event or group booking is planned, a premium of twenty-five percent (25%) above regular pay shall apply for all work performed on Saturdays and Sundays.

ARTICLE 24 – HOLIDAYS

24.01 Paid Holidays

The Employer recognizes the following paid holidays:

New Year's Day	Civic Holiday (August)
Family Day	Labour Day
International Women's Day	
Good Friday	National Day for Truth and Reconciliation (Sept. 30th)
Easter Monday	Thanksgiving Day
Victoria Day	December 25th
Canada Day	December 26th

Employees will not be required to work during unforeseen University closures and will be paid for missed scheduled shifts at the regular rate of pay for a period of not more than five (5) days.

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

*Any part-time Employee who would have normally been scheduled to work on a recognized holiday will be paid their normal scheduled hours plus public holiday pay.

24.02 Religious Holidays

The Employer recognizes that an Employee may, for religious reasons, wish to observe holidays other than those listed in Article 24.01. 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.

24.03 Provisions for Year End Holidays

Full-time Employees will be paid their normal weekly wage over the Christmas period when the University is closed.

ARTICLE 25 – VACATION

25.01 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 service:	shall accrue .84 working days for each month
One year to two years service:	11 working days
In the calendar year of the third (3rd) anniversary and each year thereafter until the ninth (9th) year:	15 working days
In the calendar year of the tenth (10th) anniversary and each year thereafter:	20 working days

(a) Vacation pay for each week of vacation shall be at the Employee's regular rate of pay. The vacation year shall be from January 1 to December 31 of each year.

(b) Once an Employee has completed their first year of service, on January 1st, the Employer will credit each Employee with available anticipated vacation days. These may be used through the vacation year.

(c) 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, within thirty (30) days of termination. An Employee terminating employment, who has been advanced vacation leave credits and who has taken advanced vacation leave with pay not yet earned, shall reimburse the Employer for the full amount of advanced vacation leave taken and not earned within sixty (60) days.

(d) Requests for vacation will be approved on a seniority basis.

(e) To encourage the use of vacation during the year it is earned, Employees may not carry over accrued vacation leave to the following year. All accrued vacation leave shall be paid out on the Employee's first pay cheque in January.

(f) Notwithstanding (e), if an Employee is not able to have vacation approved due to operational requirements they shall be able to carry forward five (5) days to

the next year. Any more than five (5) days accrued shall be paid out on the Employee's first pay cheque in January.

25.02 Banking Vacation

Vacation must be taken within eighteen (18) months of the date of entitlement.

25.03 Compensation for Holidays Falling within Vacation Schedule

If a paid holiday falls or is observed during an Employee's vacation period, they shall be allowed an additional vacation day with pay at a time designated by the Employee.

25.04 Vacation Pay for Part-Time Employees – Percentage (%) in Lieu

Part-time Employees shall receive four percent (4%) of their gross income in lieu of annual vacation. Employees with three (3) or more years of seniority shall receive six percent (6%) of their gross income in lieu of annual vacation.

25.05 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.

25.06 Vacation on Retirement

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

25.07 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 their 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.

25.08 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 at double the regular rate of pay plus one (1) vacation lieu day off for each day in which work was performed.

25.09 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 with respect to that vacation.

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.

ARTICLE 26 – JOB CLASSIFICATION AND RECLASSIFICATION

26.01 No Elimination of Present Classifications without Notification to the Union

Existing classifications will not be eliminated until a consultation meeting with the Union has taken place to discuss the rational for the proposed elimination of a classification. The Employer shall notify the Union in writing and schedule a meeting at least thirty (30) days in advance of any action to be taken.

26.02 Job Classifications

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

ARTICLE 27 – JOB SECURITY

27.01 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 subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other person, company, or non-unit Employee.

ARTICLE 28 – PAYMENT OF WAGES AND ALLOWANCES

28.01 Pay Days

For part-time Employees, the Employer shall pay wages on alternate Fridays and full-time Employees shall be paid wages bi-monthly, in accordance with Schedule A. Employees shall be provided with an itemized statement of their salary and deductions (including Union fees and dues) on each payday.

28.02 Surcharge for Private Parties

The Employer agrees to enforce that the organizers or patrons of private parties that run tabs will have a fifteen percent (15%) surcharge added for gratuities. Surcharge gratuities shall be paid out in a separate cheque or direct deposit to the Employees by the Employer no later than the Employee's subsequent pay cheque/direct deposit.

28.03 Taxis

When an Employee is required to work when public transportation is not available or if the Employee is concerned about their personal safety, the Employee will endeavour to use campus resources available (including Foot Patrol and Safe Walk). If the campus resources do not satisfy the Employee's safety concerns, then the cost of a taxi service, up to a maximum of forty dollars ($40.00), will be made available to the Employee. All requests for reimbursements must be submitted to the Hospitality and Operations Manager for approval.

28.04 Car Allowance (Full-time Employees Only)

A car allowance of $0.58/km shall be paid to the full-time Employee when the Employer authorizes the use of the Employee's own car to conduct the Employer's

business. The car allowance shall not be allowed for travel from the Employee's place of residence to the normal place of business.

28.05 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.

28.06 Meal Allowance (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 allowance shall be for the cost of the meals, up to the following limits:

Breakfast	$15.00
Lunch	$20.00
Dinner	$35.00

28.07 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 receive their regular salary and benefits during the closure.

28.08 Childcare Benefits

Where no other member of the Employee's household is available to provide childcare, the Employer shall pay an Employee's childcare costs for children aged zero to twelve (0-12) years in the following situations:

(a) Where the Employer requires an Employee to attend a meeting or other work-related event outside the Employee's regular working hours.

(b) Where the Employer requires an Employee to work outside of the Employee's regular working hours with less than six (6) hours of notice.

Such childcare costs shall be paid at the rate of up to fifteen dollars ($15) per hour to a maximum of up to ninety dollars ($90) per day accompanied by an appropriate receipt.

ARTICLE 29 – HEALTH AND SAFETY

29.01 A Safe Working Environment

The Employer has the responsibility for ensuring that safe conditions prevail within the workplace, and for taking 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.

The Employer shall request that Foot Patrol increase their visits to the Association after business hours.

The Union may, from time to time, bring to the attention of the Employer any suggestions in this regard.

29.02 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 at least every three (3) months, in accordance with the *Occupational Health and Safety Act,* or more frequently, if necessary, or jointly considering monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices in the workplace. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

(a) Where possible, the Union and Employer shall take all reasonable efforts to ensure that Committee Representatives include at least one (1) member from an equity-seeking group.

(b) Time off for Health and Safety Training

Union members of the joint Health and Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend educational courses and seminars sponsored by government agencies, the Employer

and/or the Union for instruction and upgrading on health and safety matters. Attendance at such courses or seminars shall require prior Employer approval, which shall not be unreasonably withheld. Paid time off under this Article shall not exceed three (3) days per year unless otherwise approved by the Employer.

(c) Certified Worker Training

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

29.03 First Aid Kits

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

29.04 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 under Carleton Benefits.

29.05 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, 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.

ARTICLE 30 – GENERAL CONDITIONS

30.01 Negotiation Pay Provisions for Union Representatives

Representatives of the Union shall not suffer any loss of pay or benefits for their total time involved in negotiations with the Employer, including but not limited to time spent in bargaining proposal preparation and meetings with members and the Union to consult around proposals, reporting between negotiation meetings and ratification of the Agreement. Time spent for such duties will be considered time

worked, and all efforts will be made to have such work occur during regular work hours.

30.02 Cash Advances

Cash advances will be in accordance with the Employer's operating policies as of the date of signing of this Agreement.

30.03 Cash Shortages

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

30.04 Crossing of Picket Lines During Strike

Failure to cross a legal picket line at the Employee's place of work (Carleton University) shall not be considered grounds for disciplinary action. If the Employee is honouring 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 honouring 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.

30.05 Union Label

In order that the general public and students shall be aware of the benefits of a unionized workplace, the CUPE Union label shall be displayed as prominently as possible throughout the premises/workplace.

30.06 Letter of Reference

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

30.07 Uniforms

Bargaining unit members will not be required to wear uniforms with the exception of bar staff who will wear uniforms mutually agreed to with the Union. The Employer will provide the Union with a description of the uniform and the uniform will be recognized as an official uniform unless the Union presents a written objection, if any, within five (5) working days.

Agreement by the Union will not be unreasonably withheld. The Union's written objection will be dealt with in accordance with Article 11 Grievance Procedure. Uniforms will be supplied by the Employer as follows, for each member of the bar staff:

(i) A supply of two (2) shirts per regular weekly shift;

(ii) Shirts must have "staff" clearly written on the back;

(iii) Uniforms must be reasonably comfortable; and

(iv) Uniforms will be replaced when necessary, by the Employer.

30.08 Bulletin Boards

The Employer shall provide the Union with Bulletin Board space at both work sites at an appropriate location upon which the Union will have the right to post notices relating to Union matters. All notices and materials will be in keeping with the spirit and intent of this Agreement and will be non-discriminatory and non-harassing.

30.09 Copies of Agreement

The Union and the Employer desire that every Employee become familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Employer will print sufficient copies of the Agreement within thirty (30) days of signing the final Agreement. In addition to the printed copies, the Employer shall provide an electronic copy of the Agreement to Employees and also upon request, an Employee may also request a printed copy of this Agreement in a larger font size for ease of reading.

30.10 Professional Development Fund

The Employer shall provide a professional development fund of four hundred dollars ($400.00) per year, per Employee to support professional development activities for Employees. To access the fund, Employees will be required to:

(a) Submit a proposal including a stated rationale to access the fund. Proposals must be approved by the Employer. First priority will be given to first-time applicants to the fund. Unused funds will not be rolled over to the next year. This will be open only to professional development that directly benefit the Association.

(b) Provide evidence satisfactory to the Employer that they have either applied to and had their application denied by the Professional Development Support Program, or that the Professional Development Support Program is not available to them.

30.11 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 and emergency staff meetings will be regarded as time worked and paid at the appropriate rate of pay. At the discretion of the Employer, mandatory staff meetings may be held separately for Employees working in the office and Mike's Place. The date and time of the meeting shall be posted a minimum of two (2) weeks in advance. In the event the Employer, due to unforeseen circumstances, needs to call an emergency meeting with less than two (2) weeks' notice, the Employer shall send no less than forty-eight (48) hours' notice to its Employees. Employees will be required to present a valid reason for non-attendance at mandatory staff meetings.

30.12 Confidentiality and Privacy

The Employer will provide all Employees with a copy of its policies regarding privacy and the protection of personal information.

While employed by the Employer, Employees may acquire confidential and/or sensitive information about staff, members, financial information, operating procedures, plans, reports, proposals, contracts and/or other similar matters that are confidential to the Employer. Such information is the exclusive property of the Employer and it is critical that this information is kept in the strictest confidence.

30.13 Training

The Employer shall ensure opportunities for proper training are provided to the Employee at no cost to the Employee. Employees will be compensated for time spent in mandatory training. Such training may include requirements established by law, the policies of the Employer, and the policies of Carleton University.

30.14 Supplies and Equipment

All Employees will be supplied with the necessary tools, equipment and supplies to carry out their job functions. If an Employee is required to work from home, the Employer will provide the necessary supplies and equipment to the Employee.

ARTICLE 31 – SURVEILLANCE CAMERAS

31.01 Installation

Surveillance cameras and related equipment may be installed by the Employer to protect critical areas of the Employer's premises from theft, and/or to enhance the personal safety of members of the Carleton University community.

31.02 Employee Knowledge

Surveillance cameras and related equipment shall not be used in Employee-occupied areas during normal working hours without the knowledge of the Employees in the area and of the Union.

31.03 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.

ARTICLE 32 – EMPLOYEE BENEFIT PLANS

32.01 Benefit Plans (Full-time Employees and Finance Office Administrator)

The Employer shall pay one hundred per cent (100%) of the costs of the following benefit plans made available through the payroll office of Carleton University, subject to the provision of the carrier: Basic Group Life Insurance, Extended Health Care, Long-Term Disability, and Dental.

32.02 The Association agrees to pay the single member rate for the Association Health and Dental Plan at its current value for all part-time Employees. The amount is paid by the Employer to the Employee annually on or about September 30, of each subsequent year.

32.03 The Association agrees to reimburse the full UHIP premium amount for Employees who are also International students registered at Carleton University.

The Association agrees to reimburse the UHIP premium cost up to a maximum of three hundred and fifty dollars ($350.00) for Employees who are also registered

International students and who hold a Teaching Assistant (TA's) position at Carleton University.

32.04 Change in Health Benefits Provider

The Employer may substitute another insurance carrier for any of the insured benefit plans, provided that an equivalent or better coverage level of benefits are maintained, and proof of such coverage is provided to the Union. The Employer agrees that in any benefits plan/carrier decision, including a change in benefits provider, that the Union will be notified at least thirty (30) days in advance and a reasonable period of consultation with the Union and its members will occur before a final decision to proceed will be taken.

32.05 The Employer's sole obligation with respect to Employee benefit plans pursuant to this Agreement is to pay the amount of premiums as set out in the applicable Article(s), above. The insurance carrier(s) shall decide on any matter of eligibility, entitlement, coverage, or right to benefits under the terms of the applicable plan(s), and the insurance carriers' decisions in this regard are not subject to the grievance or arbitration procedures provided for in this Agreement.

ARTICLE 33 – STATUS OF EMPLOYEES

33.01 Part-time Employees

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

Area of Employment	**Job Classification**
Association Front Office	Office Administrator
Association Office Finance	Office Administrator
Association Office/Various	Outreach Coordinator
Association Office/Various	Garden Coordinator
Association Office/Various	Sexual Assault Outreach
Coordinator Mike's Place	Bar Staff

33.02 Full-time Employees

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

Area of Employment	Job Classification
Mike's Place	Bar Supervisor

ARTICLE 34 – TERM OF AGREEMENT

34.01 Duration

This Agreement shall take effect from the date of August 1, 2025, and remain in effect until July 31, 2027.

Either party to this Agreement may, not more than ninety (90) days prior to the expiration of this Agreement present to the other party, in writing, proposed terms of a renewal of this Agreement and/or amendments to the Agreement. Where notice to renew or 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.

DATED in Ottawa, this 5th day of October, 2026.

FOR THE UNION

Heather Murray (2026-10-05 17:28:41 EDT)

Heather Murray
National Rep of CUPE Local 1281

Darren Puscas
Darren Puscas (2026-10-06 09:54:31 EDT)

Darren Puscas
Staff Rep for CUPE Local 1281

Fateme Ahmadi Harchegani
Fateme Ahmadi Harchegani (2026-10-13 02:41:31 EDT)

Fateme Ahmadi

Isabel Ojeda

Isabel Ojeda

tt/COPE491

FOR THE EMPLOYER

Diana Tutkishbayeva (2026-10-05 17:20:58 EDT)

Diana Tutkishbayeva
President

Oladapo Odumosu
Oladapo Odumosu (2026-10-09 09:17:10 EDT)

Oladapo Odumosu

Zeina Al Attar

SCHEDULE "A" – WAGE AND SALARY SCALE

Hourly wage rates for Bar Staff, Office Administrator and Financial Administrator.

Yearly wages for Bar Supervisor.

(1) The *current salaries of all members of the bargaining unit will be increased by COLA or two and one half percent (2.5%), whichever percentage is greater, on August 1st for each year of the Agreement.

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

(3) 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.

*The current salaries are as follows:

Cupe 1281 Payroll Increase for August 1, 2025 and August 1, 2026

Hourly		**August 1, 2024**	**2.5 % August 1, 2025**	**2.5 % August 1, 2026**
Office Administrator	Regular Hourly	26.12	26.77	27.44
Finance Co-ordinator	Regular Hourly	45.93	47.08	48.26
Bar Staff	Regular Hourly	19.85	20.35	20.86
Outreach Coordinator	Regular Hourly	34.62	35.49	36.38
Sexual Assault Outreach Coordinator	Regular Hourly	34.62	35.49	36.38
Garden Coodinator	Regular Hourly	26.69	27.36	28.04

Bar Supervisor	**Annual**				
August 1, 2022	August 1, 2023 **6.5%**	August 1, 2024 **6.5%**	**August 1, 2025 2.5 %**	**August 1, 2026 2.5 %**
$ 53,551.93	$ 57,032.81	$ 60,739.94	$ 62,258.44	$ 63,814.90

Yearly wage rates for the Bar Supervisor are based on a thirty-seven and one half (37.5)-hour work week.

NOTE: Each year the wage grid will be updated to reflect the increase applied by September 1st of each year.

Bar Staff

The Bar Staff rate is the standard rate for performing duties excluding those outlined below. Tips are not included in the base salary.

Any retroactivity owing will be paid out to all present Employees within six (6) weeks of the Union's ratification and the signing of this settlement.

Retroactivity

Any retroactivity owing will be paid out to all present Employees within six (6) weeks of Union's ratification and the signing of this settlement.

The Employer will supply the Employee with a detailed explanation of the retroactive pay calculations. The Agreement will have no retroactive application, with the exception of salaries/wages, which are retroactive to their respective dates for all eligible Employees on the payroll as of the expiry date of the previous Agreement and to all new Employees hired since that date. All other monetary items shall be effective upon the date of ratification.

In the event an eligible Employee shall have terminated their employment since the expiry date of the previous Agreement, 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 notice to claim any payment due to them. Retroactivity will be paid within six (6) weeks of the Employee making such claim.

APPENDIX A – Job Descriptions

Unionized Staff of the Association

Finance Administrator

The position of Finance Administrator includes:

- Bookkeeping and data entry.
- Tracking accounts, receivable and payable.
- Reconciling daily sales, inventory, and accounts.
- Administering payroll and remittances.
- General office administration and support.
- Preparing reports to the Executive.
- Helping with the yearly audit.
- Assist with training new Employees as directed.
- Assist the Employer in preventing theft and fraud and informing the Employer of any fraud, theft, or other criminal act.
- Other duties that are relevant to the position.

Garden Coordinator

The position of Garden Coordinator includes:

- Coordinate the operations of Kitigànensag, the Association-Carleton Community Garden.
- Assist in the development of policies and procedures relating to the garden.
- Manage the distribution of plots, and the horticultural development of the site.
- Oversee a budget and organize events.
- Coordinate volunteers, and ensure rules are followed.
- Organize Workshops and Garden related events.
- Remove weeds from the garden plots or clear plots to get them ready for seeding.
- Ensure the garden space in its entirety is clean and safe to use and accessible for everyone.
- Attend regular meetings, maintain close communication with the Association's Executives and staff.
- Report all biologically hazardous materials that you see lying around and needs immediate removal.
- Ensure the watering system is well maintained and fully operational.
- Any seasonal terminology shall reference the period from May to October in any given year.
- Other duties as required.

The Association's Office Administrator

The position of Office Administrator includes:

- Front desk reception.
- Record keeping as directed.
- General office administration and support.
- Grants and award duties as assigned by the Employer.
- General maintenance of the offices and the Grad Lounge.
- Assist with training new Employees as directed.
- Other duties that are relevant to the position.

Mike's Place Bar Staff

The position of Bar Staff at Mike's Place includes:

- Working the cash register.
- Balancing daily cash.
- Assisting with performing monthly inventory counts.
- Performing daily inventory counts as directed.
- Restocking inventory.
- General maintenance as directed.
- Clearing tables.
- Taking out the garbage and recycling.
- Washing dishes.
- Preparing food as directed.
- Pouring drinks as directed.
- Assist with special events and programming as directed.
- Maintain communication with Hospitality and Operations Manager with regards to scheduling.
- Communicating any problems or concerns to the Hospitality and Operations Manager.
- Ensuring a comfortable and safe environment for clients.
- Assist with opening duties as directed.
- Assist with training new Employees as directed.
- Other duties that are relevant to the position.
- Ensuring all operations and service complies with applicable laws and the Association's policies.

Outreach Coordinator

The position of Outreach Coordinator includes:

- Oversees the Association's events Planning.
- Coordinate and manage volunteers for event planning, outreach and campaign work.
- Oversees the development and implementation of the Association's campaigns including but not limited to membership outreach, advocacy, equity, academic, and other campaigns in collaboration with the Executives.
- Implement campaigns of the Canadian Federation of Students on campus, and help to build a student movement and coalitions with student groups on campus and students' unions across the province.
- Establish and maintain strong relationships with campus groups (such as: departmental societies, labour unions, social justice groups, service centres, departments, etc.) and with the broader community to work towards achieving common goals determined by the Executive.
- Assist in supporting the Association's programming including planning, implementing and monitoring logistics, recruiting volunteers, ensuring accessibility, and managing risk.
- Supports the Director of Communications when needed to help with social networking accounts.
- Supports staff and contract workers conducting outreach and campaign work, including but not limited to the Welcome Weeks Coordinator(s), the Sexual Assault Outreach Coordinator(s), and the Community Garden Coordinator.
- Responsible for other duties as assigned as time permits.

Sexual Assault Outreach Coordinator

The position of Sexual Assault Outreach Coordinator includes:

- Tabling and circulating promotional materials and conducting sexual health education.
- Variable time commitment throughout the academic term.
- Working with groups at Carleton and the broader Ottawa community.
- To assist in the education of the the Association's membership and Carleton's students at large about issues surrounding sexual assault awareness through advocacy and outreach.
- Help foster student participation in sexual assault awareness/anti-oppression campaigns through organizing and facilitating campaign meetings.
- To participate in the creation of safe spaces and provide resources to graduate students based on the vision and platform of the the Association's executive.
- Represent the Association and students by sitting on relevant Carleton University committees.
- To help conduct outreach to students and to engage in public education concerning broader sexual violence issues, consent, sexual health, and equity campaigns through events (town halls, workshops, panels) and regular tabling.
- Assist in the organization of outreach events concerning sexual assault, consent, and sexual health.
- Support the dissemination and referral process regarding sexual assault resources both on and off campus.
- Help liaise and foster relationships with other organizations with similar mandates
- Contribute content to the Grad Bulletin, the Association's website, and social media
- Support the promotion of safe spaces and sexual health during the Association Welcome Weeks activities as requested by the Executives.
- Other duties as required.

Mike's Place Bar Supervisor

GSA Carleton Inc. Proposed Bar Supervisor Job Description

The Bar Supervisor, reporting to both the Bar and Operations Manager and the Executive Coordinator, undertakes to assist in maintaining in a proper fashion the business known as Mike's Place. In addition to all of the duties associated with the Bar Staff position, the Bar Supervisor shall undertake to fulfill the following duties. These shall include but not be limited to the duties as outlined below.

(1) The Bar Supervisor is responsible for assisting in overseeing the operations of Mike's Place, including;

(a) Human resource matters excluding hiring, firing and discipline but including day-to-day supervisor of Employees, training, assisting with arranging staff meetings, informing the Bar and Operations Manager of any staff complaints or misbehaviour, and assisting with the maintenance of accurate records of all staff hours and in the provision of proper time records to the Bar and Operations Manager;

(b) Assisting with the scheduling of Mike's Place Employees;

(c) Day-to-day financial and administrative tasks, including daily sales reports, controls and recordkeeping;

(d) Being familiar with the cash register sufficient to handle daily problems and program updates if required;

(e) assisting with the monitoring of space and equipment, controls to prevent loss and damage, ensuring regular maintenance and cleaning, as well as the acquisition and replacement of equipment;

(f) Ensuring that Liquor Control Act regulations, Criminal Code laws, Health and Safety standards, Carleton University rules and regulations, City of Ottawa by-laws, and any other applicable rules and regulations are adhered to at all times;

(g) Daily and monthly inventory counts as well as assisting with the review of inventory control mechanisms and procedures;

(h) Ordering products and assisting with undertaking an ongoing review of products, as well as co-coordinating any expansion or change in suppliers;

(i) Monitoring the graduate student population to identify and implement any feasible food, beverage or entertainment services or improve efficiencies in consultation with the Bar and Operations Manager, the GSA Executive Committee, the GSA Executive Coordinator, and the GSA Board of Directors:

(j) Assistance with the marketing, promotion, and coordination of special events;

(k) Ensuring the safety and security of the establishment and its patrons at all times; and

(l) Applying the Association's philosophy of always ensuring customer satisfaction while providing a mix of quality products and services at a reasonable price.

LETTER OF UNDERSTANDING #1 - Re: Letters of Understanding

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

DATED in Ottawa, this 5th day of October, 2026.

FOR THE UNION

Heather Murray (2026-10-05 17:28:41 EDT)

Heather Murray
National Rep of CUPE Local 1281

Darren Puscas
Darren Puscas (2026-10-06 09:54:31 EDT)

Darren Puscas
Staff Rep for CUPE Local 1281

Fateme Ahmadi Harchegani
Fateme Ahmadi Harchegani (2026-10-13 02:41:31 EDT)

Fateme Ahmadi

Isabel Ojeda

Isabel Ojeda

FOR THE EMPLOYER

Diana Tutkishbayeva (2026-10-05 17:20:58 EDT)

Diana Tutkishbayeva
President

Oladapo Odumosu
Oladapo Odumosu (2026-10-09 09:17:10 EDT)

Oladapo Odumosu
Vice-President

Zeina Al Attar
Executive Director

:tt/cope491

LETTER OF UNDERSTANDING #2 – Mike's Place Job Postings

between

GRADUATE STUDENT ASSOCIATION
(the "Employer")

-and-

CUPE Local 1281-03 GSA
(the "Union")

WHEREAS, it is the purpose of this Letter of Understanding to acknowledge that there are hiring and retention issues for Bar Staff at Mike's Place;

AND WHEREAS, the Employer requires the flexibility to hire Employees rapidly to fill frequent vacancies;

AND WHEREAS, it is the purpose of this Letter of Understanding to outline a job posting process for Mike's Place bar staff in order to avoid the Employer being in contravention of Article 15.01;

AND WHEREAS, the Parties agree to discuss and amend (upon mutual agreement) this Letter of Understanding 18 months after the ratification of the Collective Agreement;

AND WHEREAS, it is the intention of the parties that the bar staff shall be subject to the hiring process in 15.01 once hiring and retention issues resolve;

NOW THEREFORE, the Parties agree that the new Job Posting process shall be as follows:

When the Employer intends to fill a vacant position at Mike's Place, permanently or temporarily, the Employer shall notify the Union in writing, at least two (2) business days prior to posting the position.

Email notices shall be sent to all bargaining unit Employees a minimum of five (5) business days prior to the deadline for written applications.

Notices will be posted in prominent places on campus for a minimum of five (5) business days so that Employees may be able to make written applications. The

Employer will ensure postings are provided to the Union for posting on Union bulletin boards.

This LOU expires July 31, 2027.

DATED in Ottawa, this 5th day of October, 2026.

FOR THE UNION		**FOR THE EMPLOYER**
Heather Murray (2026-10-05 17:28:41 EDT)		Diana Tutkishbayeva (2026-10-05 17:20:58 EDT)
Heather Murray National Rep of CUPE Local 1281		**Diana Tutkishbayeva** President
Darren Puscas (2026-10-06 09:54:31 EDT)		Oladapo Odumosu (2026-10-09 09:17:10 EDT)
Darren Puscas Staff Rep for CUPE Local 1281		**Oladapo Odumosu** Vice-President
Fateme Ahmadi Harchegani (2026-10-13 02:41:31 EDT)		
Fateme Ahmadi		**Zeina Al Attar** Executive Director
Isabel Ojeda		
Isabel Ojeda		

:tt/cope491