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No. OF EMPLOYEES	600		
NOMBRE D'EMPLOYÉS	A.B.		

Collective Agr

between

Carleton University

and

Canadian Union of
Public Employees
and its Local 2424

(Known as the
Carleton University Support
Staff Association)

for the period

July 1, 1987 to June 30, 1989

OCT - 8 1987

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This Agreement made this 1st day of September, 1987.

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Between:

Carleton University

(hereinafter called the "Employer")

OF THE FIRST PART

And:

Canadian Union of Public Employees
and its Local 2424 (*known as the*
Carleton University Support Staff Association)

(hereinafter called the "Union")

OF THE SECOND PART

The parties agree as follows:

ARTICLE 1

RECOGNITION

1.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees included in the Union's bargaining unit, as described in the certificate issued by the O.L.R.B. dated March 4, 1976.

1.02 This **Collective** Agreement is fully applicable to all full-time and part-time employees in the bargaining unit unless otherwise specified.

1.03 The application of a new title to or the reorganization of duties of a position excluded from the bargaining unit shall not result in its inclusion in the bargaining unit. It is recognized, however, that changing methods of operation or new functions may result in the creation of new classifications or positions. Such new classifications or positions shall be included in the bargaining unit if such classifications or positions comprise the significant functions normally performed by the bargaining unit employees.

1.04 No Other Agreements

No employees shall be required or permitted to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this Collective Agreement.

1.05 The Employer and the Union agree that ~~the~~ exclusion number (iv) in the agreed to description of the Canadian Union of Public Employees, Local 2424 is **not** intended to apply to full-time members of the bargaining unit.

1.06 The Employer and the Union agree that students hired during the summer vacation period will be excluded from the bargaining unit, ~~as~~ per the intent of Exclusion number (iv) in the Union's Certification Certificate.

1.07 The Employer shall notify the Union ~~of~~ each proposed exclusion from the bargaining unit and the basis for such exclusion. If the Union objects to the exclusion the parties shall meet within a period of ten (10) days and if no agreement is reached the Union may appeal to the Ontario Labour Relations Board for a review and decision of ~~the~~ position in question.

ARTICLE 2

PREAMBLE

2.01 The purpose of this Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and employees represented by the Union and to establish terms and conditions of employment relating to remuneration, hours of work, employee benefits and working conditions, and to provide a method of **settling** any differences which may arise between the parties hereto.

ARTICLE 3

DEFINITIONS

Part-Time - Employees appointed to work less than thirty-five (35) hours in a week **but** more than ~~twenty-four~~ (24). 88 A/1

Full-Time - Employees appointed to work thirty-five (35) hours in a week.

Continuing Employee - An employee whose appointment is **confirmed** by a letter from the Vice-president (Administration) or **her/his** designate and one in which **no** termination date is stated.

Term Employee - An employee appointed by the Employer to a term position for **which a beginning** and termination date **is** specified. The term shall **be** not less than four (4) months and not more ~~than~~ twelve (12) months, except that extensions **may** be granted by the Joint Committee to **Administer** the Collective Agreement. Such positions shall be posted in accordance with Article 12 and shall be classified for salary administration purposes. Employees filling these positions shall be included ~~in~~ the bargaining unit from date of appointment.

The following articles do not apply to these employees and will be noted in each **article**: Article ~~12*~~, 13, 22.03 (i), and 27 - except **as** noted.

Replacement Employee - An employee appointed by the employer to replace continuing or term employees on leaves of absence of not less than four (4) months and not more ~~than~~ twelve (12) months, or to fill vacancies **as a result** of approved assignments of not less than **four** (4) months and not more than **twelve** (12) months. In both cases **extensions** **may be** granted by the Joint **Committee** to Administer the Collective Agreement. These employees are included in **the** bargaining unit from date of **hire**.

The following articles do not apply to these employees and **will be** noted in each **article**: Article ~~12*~~, 13, 22.03 (i), 22.05 (b), 27- except **as** noted, ~~28~~, 42 - except **as** noted and ~~43~~.

Temporary Employee - An employee appointed by the Employer to a position of a temporary nature of no more than twelve (12) months except that extensions may be granted by the Joint Committee to Administer the Collective Agreement, with no guarantee on a continuing basis. These employees are included in the bargaining unit after three (3) months of continuous employment.

The following articles do not apply to these employees and will be noted in each article. Articles 12, 13, 22.03 (i), 22.05 (b), 27 - except as noted, 28, 42 - except as noted, and 43.

NOTE

Employees in the bargaining unit are defined in one of these 4 categories. Full-time or part-time is a qualifier for each category indicating the number of hours per week the employee is appointed to work.

"Term, replacement and temporary employees shall be treated as internal candidates under Article 12 after one year of continuous employment

Call-Back - Call-back shall be defined as an occurrence whereby an employee who has left the Employer's premises is called back to work with less than sixteen (16) hours notice, except that it shall not apply to scheduled overtime work commencing before and extending into the employee's regularly scheduled work day.

Employee - Is a person hired by the Employer who is included in the bargaining unit as defined by the Ontario Labour Relations Board Certificate, dated March 4, 1976, which may be amended from time to time by the Ontario Labour Relations Board or by agreement of the parties.

Spouse - Designates a husband or wife in law or in common law.

Designated Bulletin Boards - Shall include those Bulletin Boards referred to in Article 31.

Personnel Department - Refers to Carleton University's Personnel Department

Pronouns - Where the singular she/he or her/him is used in this Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require.

Lay-Off - The termination of an employees's employment due to lack of work.

Internal Promotion - Shall be defined as the advancement of an employee from a lower classification to a higher classification level through internal job

Discharge - shall be defined as dismissal of an employee for just cause.

ARTICLE 4

MANAGEMENT RIGHTS

4.01 Subject to the provisions of this Agreement, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) establish and enforce **reasonable** rules and regulations covering the conduct, duties and methods of operation of the employees;
- (c) hire, retire, direct, assign, classify, **transfer**, promote, demote, lay-off, and to discipline, suspend or discharge employees for **just cause**;
- (d) generally to manage and operate **Carleton University**.

ARTICLE 5

NO DISCRIMINATION

5.01 It is agreed that there will be **no discrimination by either party on the basis of age** (except for retirement as provided for in the Carleton University Pension Plan), **face, national origin, political or religious affiliation or belief, sex, sexual orientation, or marital status**, in relation to **salaries, fringe benefits, appointments, promotion, suspension, confirmation of appointment, or dismissal, or any other terms and conditions of employment.**

5.02 The Union agrees **that there will be no intimidation, interference, or coercion** exercised on employees of the Employer by members or representatives of the Union.

5.03 It is the intent of the Employer not to **restrict** the employment or assignment of:

- (a) **persons who are physically handicapped or disabled, provided that such disability does not interfere with their ability to meet the necessary job requirements;**

- (b) members of the bargaining unit with respect to their place of residence, except where the duties of the position require call-in, as outlined in the job description; and
- (c) members of the same family except where internal control problems or conflict of interest situations are created.

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5.04 Employees shall receive equal pay for work of equal value, regardless of their sex.

5.05 The Employer agrees that there will be no discrimination or coercion exercised or practiced by it or any of its representatives with respect to any employee because of her/his participation in the Union.

ARTICLE 6

UNION SECURITY AND DUES CHECK-OFF

6.01 Check-Off Payments

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The Employer will, so long as this Agreement continues to operate, as a condition of employment, deduct from the salaries of all employees at the commencement of the first full month of employment, and monthly thereafter, an amount equal to the Union monthly dues and uniformly levied as notified in writing by the Union to the Employer.

6.02 Dues - Rates and Remittance

The Union shall advise the Employer one month in advance in writing of any changes in the monthly dues. It is agreed that the rate structure of the monthly dues requested shall not require deductions which are incompatible with the Employer payroll system.

The Employer agrees to remit the monthly deductions to the Union not later than the fifteenth day of the following month.

6.03 Information Concerning Employees

The Employer shall make available monthly to the Union a list stating name, job title, sex, classification, amount of dues deducted, department, date of appointment and level date of each employee in the bargaining unit, and the total number of employees in each classification. Employees shall respond to Employer requests for information relating to the administration of the Collective Agreement.

6.04 Dues Receipts

The Employer will list on each employee's Income Tax (T-4) slip the amount of deductions levied for the Union during the previous calendar year.

6.05 The Union agrees to indemnify and save the Employer harmless from any claims or any liability arising from or as a result of the deduction or non-deduction of such dues.

6.06 An employee who is a member of a religious group which by official policy prohibits union membership may apply in writing to the Union, including a suitable affidavit of objection, to have such dues remitted to her/his religious group.

ARTICLE 7

STRIKES, LOCK-OUTS

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

7.02 In the event that any employees of Carleton University, other than those covered by this Agreement, engage in a lawful strike and maintain picket lines, employees covered by this Agreement shall not be required to perform work normally done by those employees.

ARTICLE 8

UNION USE OF EMPLOYER FACILITIES

8.01 The Employer agrees to provide two furnished offices to the Union at the standard rate established from time to time.

8.02 The Union will be provided with a telephone in each office and will reimburse the Employer for all associated costs.

8.03 The Employer will allow the Union to make use of the following facilities at the internal fee which presently exists or which may be established from time to time:

1. Reproduction Facilities
2. Internal Postal Service
3. Audio Visual Equipment (subject to availability)
4. Computer Facilities (for internal use only, subject to availability)

8.04 Room Bookings

The Employer shall permit the Union to book University rooms for meetings of the Union Executive and Union Contract Committee and General Membership meetings, subject to the prevailing internal regulations.

ARTICLE 9

COMPLAINTS, GRIEVANCE AND ARBITRATION

9.01 Grievance

For the purpose of this Agreement, grievance shall mean any difference or dispute between the Employer and any employee covered by this Collective Agreement or between the Employer and the Union concerning the interpretation, application, administration, or alleged violation of this Collective Agreement including any question as to whether a matter is grievable.

9.02 Individual Grievance

Any dispute affecting one employee constitutes an individual grievance.

9.03 Union Grievance

Any dispute affecting a group of employees which is taken up on their behalf by the Union constitutes a Union grievance.

9.04 Policy Grievance

Any dispute arising between the Employer and the Union on matters which involve the interpretation, application or administration of the Collective Agreement in whole or in part shall be termed a policy grievance.

9.05 Union Grievance committee

The Union shall maintain a Grievance Committee not to exceed five (5) members. One member shall be designated as Chairperson. The Union shall at all times keep the Employer informed as to the individual membership of the Committee.

The Union Grievance Committee shall not initiate any action on an employee's behalf without the consent of the employee, and all grievances by members of the bargaining unit shall be delivered to the Union Grievance Committee.

Members of the Grievance Committee, and/or Zone Representatives or designated alternates, authorized by the Union to attend to the adjustment of grievances shall be permitted such reasonable time off without loss of normal pay or benefits.

9.06 Time Limits and Officers

The time limits prescribed for the performance of any act in the Grievance or Arbitration Procedures may be extended by mutual consent of the Employer and the Union. Requests for extension must be made in writing to the President of the Union if requested by the Employer, ~~or~~ the Director of Personnel if requested by the Union. In the event of a request for extension of time at any step of the grievance procedure, the grievance shall remain static from the time of receipt of such request until the request has been replied to,

In the event the Employer fails to reply to a grievance within the prescribed time limits at any step, the Union may submit the grievance to the ~~next~~ higher step of the Grievance Procedure.

In the event that a grievance is not presented to the next higher step of the Grievance Procedure within the prescribed time limits, ~~the~~ grievance shall be deemed to have been abandoned, unless the time limits have been extended by mutual agreement.

Officers, members of the Grievance ~~Committee~~ or Zone Representatives involved in the grievance procedure may be ~~substituted~~ for by designated alternates provided such alternates are officers of ~~the~~ Union.

9.07 Time Off

By arrangement with her/his supervisor, an employee shall be permitted the required time off without loss of normal pay, benefits or seniority to attend to the adjustment of her/his grievance.

9.08 Documentation

The Employer agrees not to introduce any document involving disciplinary action such as written censures, letters of reprimand, adverse reports of performance evaluation into the Grievance ~~or~~ Arbitration Procedure of which ~~the~~ employee was unaware at the time of ~~the~~ filing of the grievance. An employee shall initial and be given a copy of ~~any~~ such document which is used as a basis for discipline and which is placed on an employee's file.

9.09 Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties may have the assistance of ~~the~~ employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to ~~any~~ part of the Employer's premises to dew any working condition(s) which may be relevant to the settlement of the grievance.

9.10 Agreement

When a grievance has been settled, written documentation shall be made of any agreement reached and shall be signed by representatives of both parties. Copies shall be circulated to the grievor, the Union Grievance Committee and to the Personnel Department.

9.11 Awards

Any award made by the Employer as a result of a settlement of a grievance shall normally take effect as of the date the incident giving rise to the grievance occurred.

9.12 General

(a) A Union or policy grievance shall proceed directly to the third (3rd) step of the Grievance Procedure and shall be delivered to the Director of Personnel within fifteen (15) working days of when the incident giving rise to the grievance would reasonably have been known to the Union.

(b) In the case of suspension or discharge, a grievance shall be introduced at Step Three (3) of the Grievance Procedure within five (5) working days after receipt of written notification of the suspension or discharge.

(c) (i) When an employee grieves an internal job competition within her/his present department, the employee shall follow the Grievance Procedure as outlined in Clause 9.13.

(ii) When an employee grieves an internal job competition outside her/his present department, the grievance shall be introduced at Step Three (3) of the Grievance Procedure within five (5) working days after receipt of written notification of the successful applicant. A copy of the grievance shall be submitted to the employee's immediate supervisor.

9.13 Grievance Procedure

Step 1

The employee shall, with the consent of the Zone Representative or the Grievance Committee, file a written grievance with her/his immediate supervisor and the Personnel Department within five (5) working days of when the incident giving rise to the complaint would reasonably have been known to the employee. The grievor and a Union representative shall meet with the supervisor within five (5) working days to discuss the grievance and seek a settlement. If the grievance is not resolved, the supervisor shall provide a written response to the grievor and the Grievance Committee within three (3) working days of that meeting, with a copy to the Director of Personnel.

Step 2

If the written reply of the supervisor is not satisfactory to the grievor, or if no response has been received within the time limit, then, with the consent of the Grievance Committee, the grievor shall submit the grievance to the head of the department within five (5) working days of the receipt of that reply. If the department head is in fact the supervisor, Step 2 shall be omitted and the appeal made directly to the Director of Personnel at Step 3. The grievor, the department head, and a representative of the Union, shall meet within five (5) working days to discuss the grievance and seek a settlement. If the grievance is not resolved, the written reply of the department head shall be sent to the grievor and the Grievance Committee within three (3) working days of the meeting, with a copy to the Director of Personnel.

Step 3

If the written reply of the department head is not satisfactory to the grievor, or if no response has been received within the time limit, then, with the consent of the Grievance Committee, the grievance shall be submitted to the Director of Personnel within five (5) working days of receipt of the decision of the department head. The Grievance Committee shall meet with a representative of the Personnel Department and the Director of Personnel within five (5) working days to discuss the grievance and seek a settlement. The grievor and/or the supervisor may be present at this meeting at the request of either party. If the grievance is not resolved, the written reply of the Director of Personnel shall be sent to the Grievance Committee within three (3) working days of the meeting.

Step 4

If the grievor is not satisfied with the reply in writing of the Director of Personnel then, with the approval of the Union, the matter may be submitted to arbitration and, within ten (10) working days of receipt of the decision, the Union shall notify the Employer in writing of its intention to refer the grievance to arbitration.

9.14 Arbitration Procedure

Notice of Intention to invoke the Arbitration Procedure by the Union shall be given in writing within ten (10) working days of the outcome of Step 4 of the grievance procedure. The Notice of Intention to invoke the Arbitration Procedure shall contain the name of the Union's Nominee to the Arbitration Board. The Employer shall within five (5) working days inform the Union Grievance Committee of the name of its Nominee to the Arbitration Board.

Appointees

(a) The two Nominees so selected shall within ten (10) working days of the appointment of the second of them appoint a third person who shall be the Chairperson, provided that the person so selected is able to serve within a period of sixty (60) days. If the Employer fails to name a nominee or if the two (2) nominees fail to agree upon a Chairperson within the time limit, the appointment of the Chairperson shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and that decision shall be final and binding upon the parties and upon any employee(s) affected by it. The decision of a majority is the decision of the Arbitration Board and falling a majority, the decision of the Chairperson shall be final and binding upon the parties and any employee(s) affected by it.

(b) No person shall be selected as Chairperson of an Arbitration Board who:

- (i) is acting, or has within a period of six (6) months preceding the date of her/his appointment acted in the capacity of solicitor, legal advisor, or counsel to either of the Parties; or who
- (ii) has any pecuniary interest in the matters referred to the Board.

(c) No person shall be selected as a Nominee or Chairperson who has been involved in an attempt to negotiate or settle the grievance in process.

(d) In no event shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect.

(e) Each party shall pay the fees and expenses of the Nominee it appoints, and one-half (1/2) of the fees and all other expenses of the Chairperson.

9.15 No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure.

9.16 The Employer and the Union may by mutual consent, substantiated in writing, elect to appoint a named umpire in lieu of the Board of Arbitration provided for herein. This election may be made whether or not an Arbitration Board has been constituted under the provisions of this Agreement, provided such election is made prior to the Arbitration Board Hearing. Such named umpire shall possess the same powers and be subject to the same limitations as a Board of Arbitration appointed under the Agreement.

The President of the Union and the Director of Personnel shall choose the umpire.

9.17 No grievance shall be deemed to be lost due to minor technical irregularities.

ARTICLE 10

PROBATION PERIOD

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10.01 The probationary period for new employees in the bargaining unit shall be three (3) calendar months worked for levels 2 to 4 inclusive and six (6) calendar months worked for all other levels as established in Article 42 of this Agreement. The applicable period will be stated in the job bulletin. Extensions may be granted by mutual consent of the Joint Committee for the Administration of the Agreement.

10.02 During the probationary period employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probation period and they shall not have recourse to the grievance procedure regarding this termination. The Personnel Department will advise the Union when a probationary employee is terminated.

10.03 When a probationary employee is discharged, the reasons therefore will be confirmed in writing to the employee with a copy to the Union within two (2) days.

ARTICLE 11

SENIORITY FOR FULL-TIME EMPLOYEES

11.01 Seniority, as referred to in this Agreement, shall mean the length of continuous service an employee has with the Employer. Seniority shall operate on a bargaining unit-wide basis.

11.02 Seniority for all employees shall commence from the first day of continuous employment provided that the employee has successfully completed the probationary period and shall cease when an employee's employment with the Employer is terminated. 27A8/1

11.03 In cases of appointment, transfer, promotion, and in the advancement of employees to higher classifications where qualifications such as skill, experience, training and the capacity to perform the required task relating to the position applied for are deemed relatively equal, seniority shall be the determining factor. 27C/1

Seniority rights shall apply to reduction of staff and to allocation of vacations, and to such other matters as set forth in this Agreement.

11.04 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union on August 1 of each year.

II.05 Seniority for Part-Time Employees

Seniority for part-time employees shall be determined as follows:

(a) Hours worked as a part-time employee divided by 7 = seniority in days rounded upwards.

(b) Such seniority shall commence on the date the employee becomes a member of the bargaining unit.

When a part-time employee's status is changed to that of a full-time employee, her/his seniority shall commence as of the date she/he attained such status. In addition, she/he shall be credited with seniority **accumulated** as a part-time employee.

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ARTICLE 12

PROMOTIONS, TRANSFERS AND STAFF CHANGES

12.01 Where a vacancy occurs in a classification within the bargaining unit, notice of such vacancy shall be posted on designated bulletin boards in the University for a minimum period of five working days.

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12.02 Such notice of vacancy shall state the nature of the position in the classification, the basic qualifications required, salary range and length of probationary period. A position description will be made available for review to any prospective applicant.

12.03 All applications for such posted vacancy shall be considered, including those from outside the bargaining unit. All qualified internal applicants will be interviewed before external candidates.

12.04 (a) Among competing applicants for such posted vacancy the following factors shall be considered: the ability to perform in an efficient manner the required duties of the position; previous work record including job conduct and work performance; qualifications; knowledge, training and skill. Where these factors among two or more competitors for the vacancy are equal, relative length of service with the Employer (seniority) shall govern.

(b) An external applicant will not be selected as the successful candidate except in cases where there are no qualified bargaining unit applicants.

12.05 Within five (5) working days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant.

12.06 While an employee will not be restricted in the number of applications made, the Employer will be under no obligation to consider application from a person who has been hired or promoted within the previous six months.

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12.07 When promoted or transferred, the employee shall be on a training period of one (1) month, except where, by mutual consent, it is agreed that this period may be extended to a term not exceeding three (3) months. If the employee finds the job unsatisfactory or is unable to meet the basic job requirements, she/he shall be returned to her/his former position, or to one of equal classification and salary range. The successful candidate must be released from her/his former position within thirty (30) calendar days of notification of her/his selection.

12.08 a) When an employee is on an approved assignment in a higher classification level for a period of at least ten (10) consecutive working days, which assignment has the prior approval of the Personnel Department, her/his salary shall be increased to the greater of:

- (i) step one of the higher classification;
- (ii) an amount equal to her/his existing salary plus 5%; or
- (iii) where a 5% salary increase results in a salary between range steps, the next higher step in the salary range.

This clause does not apply to vacation replacement.

b) When an employee on an approved assignment in a higher classification level returns to her/his former classification level, the employee shall receive the same salary as she/he did prior to the approved assignment except that any salary increase which would have been applied to that salary during the period in which the employee was on an approved assignment will then be applied.

Any annual increment which is applied to the salary of a member of the bargaining unit during the period in which an employee is on an approved assignment shall be applied to the employee's salary according to the level in which the employee is on approved assignment.

c) No position will be filled on an acting basis for a period of more than one (1) year. Where the employee who normally fills the position is on approved leave of absence or long term disability, the term of the acting assignment will be wended to cover the leave of absence and/or the term of disability.

12.09 An employee who transfers to a different position at the request of the Employer shall not suffer a reduction in salary. Future salary adjustments will be determined by the position of the employee's salary in the salary range for the new position. When an employee transfers to a lower level position at her/his own request she/he will be paid at her/his present salary or the step closest to the midpoint of the salary range of the lower position, whichever is less.

When an employee transfers to another position at the same level as a result of a job competition there will be no change in the employee's salary as a result of that transfer.

12.10 When an employee is promoted to a higher level her/his salary will be increased to the greater of:

- (i) step one of the higher classification:
- (ii) an amount equal to her/his existing salary plus 5%; or
- (iii) where a 5% salary increase results in a salary between range steps, the next higher step in the salary range.

12.11 The Employer will continue its existing practice of posting job openings so as to ensure that promotional opportunities will be made known and available to all segments of the University population. While it is the Employer's declared intent to post job openings, it is not to be construed as an all encompassing commitment as there may be some vacancies such as senior positions subject to search committees, part-time incidental positions and positions not under the Employer's jurisdiction which will not be posted.

12.12 Wherever practicable successful external candidates will be hired at step one of the range.

12.13 Article 12 will apply to temporary, replacement and term employees after one year of continuous employment.

ARTICLE 13

REDUNDANCY, LAY-OFF AND RECALL

13.01 There shall be no lay-off from the bargaining unit until a reasonable attempt has been made to make the necessary reductions in the work force through attrition subject to the exigencies of the operation.

13.02 The Employer may declare a position redundant when there is no longer a need for that position due to a lack of work, a reorganization of duties, or a reduction of services. When a position is declared redundant, the decision and the reason for it shall be explained to the incumbent at a meeting with his/her supervisor and the appropriate Dean or Director.

13.03 The formal notice of redundancy from the Vice-president (Administration) shall indicate the date the position must be vacated and shall be given to the employee at a second meeting to be held within 5 working days of the initial meeting. A copy of this formal notice shall be sent to the Union. A representative of the Union shall be present at this second meeting.

13.04 The employee in the redundant position shall be transferred to a vacant position at the same, higher or lower classification level, providing the employee can reasonably be expected to meet the normal job requirements during a 120 day training period. Such vacant position shall not be posted, as provided for in Article 12 of this Agreement. In the event the employee finds the job unsatisfactory or is unable to meet the basic job requirements within 120 days, the employee shall be transferred to another vacant position or, if there is no vacancy, notice of lay-off may be given. An employee shall not be transferred to a position more than two (2) levels lower than her/his redundant position, without the agreement of the employee.

13.05 Where there are two (2) or more vacant positions for which the employee is qualified, the Employer shall consider the employee's preference as well as operational requirements when placing the employee.

13.06 Where there are more than one employee whose positions are redundant, the qualified employee with greatest seniority shall be transferred first.

13.07 An employee may be transferred to a position at a different level from her/his redundant position. When the new position is at a lower level, the employee's salary shall not be reduced and the employee shall be treated as if she/he was at the same level as the redundant position for as long as she/he occupies the new position.

13.08 Where the new position is at a higher level, the employee shall receive the greater of:

- (a) step one of the higher classification;
- (b) an amount equal to her/his existing salary plus 5%;
or
- (c) where a 5% salary increase results in a salary between range steps the next higher step in the salary range.

13.09 Where an employee in a redundant position refuses to accept a transfer for which she/he is qualified, the employee shall be terminated with the appropriate severance pay as stated in Article 13.12 below.

13.10 Where no vacancy for which the employee is qualified occurs, notice of lay-off may be given.

13.11 When it has been determined that lay-offs are to take Place, the Employer and the Union shall meet to discuss the lay-off and to identify those employees to be laid off following the principle that employees shall be laid off in inverse order of seniority. Employees so displaced shall be allowed to replace an employee with less seniority in a position in which she/he is qualified to perform the work.

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Employees who are identified for lay-off based on bargaining unit wide seniority shall have the option of displacing an employee with less seniority as stated above or accepting lay-off. Failure to exercise such option within five (5) working days from notice of lay-off will result in lay-off of the employee concerned.

13.12 Employees who are released under the lay-off provisions of this Article shall be eligible for the following:

- 28
7.3.2
- (a) More than 12 years service - 6 months formal notice, or pay in lieu of
 - (b) More than 10 years service - 5 months formal notice, or pay in lieu of
 - (c) More than 8 years service - 4 months formal notice, or pay in lieu of
 - (d) More than 6 years service - 3 months formal notice, or pay in lieu of
 - (e) More than 4 years service - 2 months formal notice, or pay in lieu of
 - (f) More than 2 years service - 1 month formal notice, or pay in lieu of
 - (g) Two years or less - 2 weeks formal notice, or pay in lieu of

During the period of notice of release, an employee may choose to remain in the service of the Employer. During this period the employee shall be afforded the necessary time off to pursue alternate employment. Upon finding alternate employment outside the University, she/he shall receive pay in lieu for the balance of her/his formal notice.

13.13 The period of notice shall begin from the date on which an employee received written notice (with a copy to the Union) that she/he has been designated for lay-off.

13.14 Any laid-off employee and her/his spouse and dependent(s) eligible for free tuition at the time of lay-off shall continue to be entitled to free tuition benefits until the end of the academic year.

13.15 An employee on lay-off shall be entitled to recall for any vacant position provided she/he is qualified to perform the duties of the position, or can reasonably be expected to meet the qualifications during a 120 day training period, before the position is posted internally.

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13.16 Employees shall be recalled in order of seniority.

13.17 New employees shall not be hired for a vacant bargaining unit position until all qualified employees on lay-off have the opportunity to accept recall to the vacant position.

13.18 Notice of recall shall be by registered letter to the last address supplied to the Personnel Department. The laid-off employee shall have five (5) working days in which to advise the Employer of acceptance of such offer of recall. Failure to respond to a notice of recall within the ~~time~~ ^{limit} will be deemed to be a rejection of the recall.

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13.19 Laid-off employees shall remain on lay-off status for ~~one~~ ^{one} year or until a recall notice is accepted, whichever occurs first.

13.20 This article does not apply to term, replacement ~~or~~ temporary employees.

ARTICLE 14

SUSPENSION AND DISCHARGE

14.01 The Employer shall not suspend or discharge any employee except for ~~just~~ cause.

14.02 When an employee is suspended or discharged after the completion of ~~her/his~~ probationary period, such suspension or discharge, and the reasons therefore, will be confirmed in writing to the employee with a copy to the Union within ~~two~~ (2) days. In cases of suspension the ~~length~~ of the suspension shall be stated.

14.03 An employee, in the event of ~~suspension~~ or discharge, may with the support of the Union initiate a grievance at Step 4 of ~~the~~ grievance procedure. Such grievance must be filed within ~~five~~ (5) working days after the suspension ~~or~~ discharge takes place.

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ARTICLE 15

HOURS OF WORK

15.01 The normal work week for full-time ~~employees~~ shall be thirty-five (35) ~~hours~~ (exclusive of lunch periods) from Saturday midnight to midnight the following Saturday. Regular hours of work for part-time employees covered by this Agreement shall be more than twenty-four (24) but ~~less~~ than thirty-five (35) hours per week (exclusive of lunch periods). The ~~normal~~ hours of work for full-time employees shall be seven (7) hours per day ~~or~~ shift with ~~two~~ (2) consecutive days ~~off~~.

15.02 The Employer and the members of the Union agree that flexible hours are desirable and can be implemented in individual work units if the goals of each work unit, the distribution of duties within the units and the interrelationships of various units necessary to meet these goals are taken into consideration.

15.03 Guidelines which shall be followed by all **units** of the Employer wishing to implement flexible hours:

(1) Official Employer office hours (winter 9:00 am. to 5:00 p.m., summer 8:30 am. to 4:30 p.m., or whatever service hours are set) shall be **observed** in all areas where student, faculty or general public contact is required. If circumstances allow, some form of flexible hours may be considered as **long** as the service objectives are met.

(2) No form of flexible hours under this Article shall be **implemented** without the approval of the majority of Union and Non-Union employees in the unit.

(3) Constraints imposed because of maintenance or building repair and construction shall be observed.

(4) Constraints imposed by the Employer's policies of energy conservation, safety and security shall be observed.

(5) Employees who are on a training period or probation in a group which observes flexible hours may have a **different** work schedule until that period is completed.

15.04 The final form of flexible hours will be implemented after agreement between the employees in the designated **sub-unit** and the appropriate University officer. If no agreement is possible, either party may present its position to the Joint Committee which will consider the case and make **recommendations** based on the stated objectives of the work unit and the above guidelines.

ARTICLE 16

OVERTIME

16.01 Authorized work performed by all employees except those in Levels 8 to 12 inclusive and part-time employees, in excess of the hours in an employee's normal work week, shall be considered to be overtime and such employees shall be paid at the overtime rate. Employees in Levels 8 to 12 inclusive, except those who have exercised an option and are covered by a grandfather status do not qualify for overtime except as specified in 16.09. Part-time employees shall qualify for overtime **after** thirty-five (35) hours work per week.

16.02 Overtime shall be paid at the rate of one and one-half times the regular hourly rate.

16.03 Where an employee requests time off in lieu of overtime, the Employer shall make every effort to provide such time off at the time selected by the employee. Where the time off accumulated between February 1 and January 31 of the following year has not been taken, then the employee and her/his supervisor must arrange for the employee to take the time off by August 31 of that year. The calculation of time off shall be based on the overtime rate for hours worked in the same week. An employee shall receive payment in all overtime situations, unless otherwise requested by her/him prior to the overtime being performed.

16.04 All employees must accept a reasonable amount of overtime when requested to do so. Overtime will be offered on an equal basis where two or more employees in a department perform the required work during normal working hours. The Employer will provide an employee with as much advance notice of a requirement to work overtime as possible.

16.05 Compensation for overtime worked on regularly scheduled days off shall be paid at the overtime rate.

16.06 No employee shall be required to work more than sixteen (16) continuous hours without at least eight (8) hours break between that and another period of overtime, call-back or normal duty shift. 39A/999

16.07 When an employee is required to work overtime for two and one-half (2-E) hours or more, following the normal day's work, the Employer shall pay a meal allowance according to the rates set by the Employer.

16.08 Employees may, by mutual agreement with their supervisors, be allowed to make up time missed from work which would otherwise be deducted from their pay. Such time may be worked in excess of the regular work day or regular work week and shall not be computed as overtime.

16.09 Where employees in Levels 8 - 12 are authorized in advance by the Dean or Director to work overtime, compensation shall be arranged with the employee's supervisor at the time the overtime is assigned. Compensation shall be in the form of equivalent time off or pay at the straight time rate at the discretion of the supervisor.

ARTICLE 17

SHIFT WORK

17.01 For the purpose of this Agreement, shifts shall be defined as follows:

(a) Day shifts shall be those shifts in which the major portion of hours worked occurs between 7:00 a.m. and 6:00 p.m.

(b) Evening shifts shall be those shifts in which the major portion of hours worked occurs between 3:00 p.m. and 12 midnight.

(c) Night shifts shall be those shifts in which the major portion of hours worked occurs between 11:00 p.m. and 8:00 a.m.

17.02 Shift Differential

The Employer shall pay a shift premium when the major number of hours worked in a day falls between 3:00 p.m. and 8:00 a.m.

This premium shall not be paid where overtime rates apply. Nor shall this premium apply to authorized changes in shift mutually agreed upon by members of the bargaining unit.

17.03 The Employer shall pay a shift premium of \$0.50 per hour when Ute major number of hours worked in a day fall between 3:00 p.m. and 12 midnight.

17.04 The Employer shall pay a shift premium of \$0.60 per hour when the major number of hours worked in a day fall between 11:00 p.m. and 8:00 a.m.

17.05 When an employee is given less than five (5) working days notice of a change in shift, overtime rates will be paid for the first shift in the new schedule, unless the change is made at the request of, or to accommodate, Ute employee.

17.06 Employees required to work a regular shift on Saturday or Sunday will receive a shift premium of \$2.00 per hour for all hours worked.

ARTICLE 18

CALL-BACK

18.01 An employee called back to work outside her/his normal working hours shall be paid a minimum of four (4) hours pay at straight time rates, or overtime rate for all hours worked, whichever is greater.

18.02 If an employee on call-back is required to remain on the job, she/he shall continue to be paid at the overtime rate, until the commencement of her/his normal work day, when she/he shall revert to her/his normal rate of pay.

18.03 All employees in Levels 8 to 12 inclusive do not qualify for call-back pay as set out in 18.01 and 18.02 above. This section does not apply to those employees in Levels 8 to 12 inclusive who are covered by the grandfather status referred to in 16.01 of this Agreement.

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ARTICLE 19**STATUTORY AND PAID HOLIDAYS**

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19.01 The Employer recognizes the following days as paid holidays:

New Year's Day	August Civic Holiday
Heritage Day (if proclaimed)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
	1/2 Day before Christmas (see Article 19.06)
Dominion Day	1/2 Day before New Year's (see Article 19.06)

19.02 When a statutory holiday falls on the regular day off of an employee, she/he shall be granted equivalent time off without loss of pay or be paid at regular straight time. The time at which the time off is taken is to be determined by mutual agreement between the department head and the individual employee.

Overtime on Statutory Holiday

19.03 An employee who works on a Statutory Holiday shall receive pay at the overtime rate for hours worked in addition to any applicable holiday pay unless such employee elects to take time off with pay in an amount equal to the overtime rate for hours worked and any applicable holiday pay.

19.04 Employees shall work the scheduled work day before and the scheduled work day following these holidays to qualify for pay for the above holidays, except when they are absent on vacation or approved paid leave.

19.05 *The University is open on Easter Monday each year and some employees will be scheduled to work on that day. If an employee is required to work on Easter Monday, she/he will receive a mutually convenient alternate day off with pay.

19.06 For the Christmas period each year there will be Premium Days and Designated Days off with pay. Employees scheduled to work on those days identified as Premium Days will be paid in accordance with Article 19.03. The 1/2 day before Christmas and the 1/2 day before New Year's are now taken as one of the four (4) premium days.

Employees scheduled to work on those days identified as Designated Days will be granted days off with pay at some other time. The time at which the time off is taken is to be determined by mutual agreement between the department head and the individual employee.

20.04 Employees in Levels 8 to 12 inclusive shall receive twenty-two working days vacation up to 15 years of service and shall receive twenty-five working days vacation after 15 years of service. This section does not apply to those employees in Levels 8 to 12 inclusive who are covered by the grandfather status referred to in 16.01 of this Agreement.

20.05 The Employer reserves the right to schedule annual vacations to meet its operational requirements, but agrees to consider the wishes of employees, and to resolve conflicts between employees' wishes on a seniority basis within their organizational unit. An employee will not be allowed to exercise seniority rights to make a second selection of vacation period after the vacation schedule for her/his group has been agreed upon.

20.06 Employees who wish to receive any cheques which would normally fall due during the period of their vacation shall notify the Personnel Department in writing at least fifteen (15) calendar days prior to their last working day. Pay cheques will be available in the afternoon of the last working day prior to the start of annual vacation.

20.07 When a statutory holiday is observed during an employee's annual vacation, the employee will not record it as a day of annual leave but will observe it as a regular statutory holiday.

20.08 Where an employee on vacation can prove that she/he was incapacitated due to serious illness or accident, she/he shall be allowed to claim sick leave for the period she/he is incapacitated or to the extent that she/he has sick leave accumulated and shall not lose vacation time.

550 **20.09** An employee may not accumulate annual leave in excess of thirty (30) days. In special circumstances and upon written application to the employee's supervisor, with a copy to the Director of Personnel, an employee may be permitted to accumulate earned annual leave up to a maximum of forty (40) days for a special extended vacation.

20.10 By May 31st each year all employees will be advised in writing by the Personnel Department of the amount of annual vacation standing to their credit at April 30th each year. Employees may request and obtain information regarding annual vacation credits from their supervisor on an as required basis.

20.11 An employee is required to report annual leave taken, by completing a monthly leave report and submitting it to her/his supervisor.

20.12 While an employee is on leave without pay, she/he will not accrue annual leave. In the case of an incomplete month of service, the employee will be credited with the annual leave for the month only if the employee has worked one-half (1/2) or more of the working days in the month.

20.13 When an employee terminates her/his employment, her/his final pay cheque will be credited or debited in accordance with the current rate of pay to adjust for annual leave accumulated or owed up to the date of termination.

20.14 Vacation Flexibility

After the first year of service, each employee shall have one (1) full years entitlement available to her/him to take anytime within that year.

ARTICLE 2

SICK LEAVE

21.01 Sick leave means the period of time an employee is entitled to be absent from work with full pay by virtue of being sick or disabled, or because of an accident which is not compensable under the Workers' Compensation Act.

21.02 During the first year from date of hire into a continuing or term appointment an employee will be granted sick leave on the basis of one and one-quarter (1-1/4) days for every full calendar month of service, which will be cumulative to the end of that year. A full calendar month of service is defined as more than half the normal working days of the month. If an employee requires more sick leave than is accumulated, annual leave credits or overtime credits may be applied, or leave without pay will be granted. Temporary and replacement employees will be granted sick leave on the basis of one and one quarter (1-1/4) days for every full calendar month of service for the period of their employment.

21.03 After the completion of one year of service, employees in continuing or term appointments are eligible to receive full salary while absent from work on sick leave to a maximum of one hundred and thirty (130) working days, which represents the waiting period for LTDI benefits for any one illness. If an employee is absent from work due to illness on the date of completion of one years service the sick leave bank of 130 days will not be available until the employee resumes full time employment following the illness in question.

21.04 Employees are again eligible for the full 130 day period of sick leave upon their return to work from sick leave or leave with LTDI benefits.

21.05 In respect of all cases of absence from work due to illness during each leave year employees are required to complete a sick leave application in accordance with Appendix B and the Notes to the Collective Agreement.

Falsification of any information required on the sick leave application will result in disciplinary action.

21.06 Employees are required to notify their supervisors (or designates) as soon as possible on the first day of their absence. Thereafter, in a case of an anticipated absence of less than five (5) days, employees will keep their supervisor informed on a daily basis. In a case of anticipated absence of more than five (5) days, employees will keep their supervisors informed on a weekly basis. Failure to comply with this provision may result in denial of sick leave pay.

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21.07 The 130 day entitlement will be prorated according to the hours of work for employees who work less than 35 hours per week.

21.08 At the date of signing of this Agreement, employees who have in excess of 130 days sick leave credits will have their credit balance reduced to 130 days except for employees who do not have Long Term Disability Insurance coverage. Such employees will retain their credits in excess of 130 days. The credits will be subject to reduction for absences due to illness but will not be reduced below 130 days.

21.09 No payment of any sick leave credit will be made to an employee on termination, discharge or retirement.

ARTICLE 22

OTHER LEAVE

22.01 Absence from Work

(a) No payment of salary shall be made in respect of any period during which an employee is absent from her/his duties except as expressly provided in this Agreement.

(b) When an employee is unable, for any reason, to report for work, it is her/his responsibility to notify her/his department head or supervisor on the first day of unscheduled absence.

22.02 Bereavement Leave

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(a) The Employer will allow up to three (3) working days off without loss of pay in order to make the necessary arrangements and to attend the funeral of a member of her/his immediate family.

Immediate family is defined as: father, mother, stepfather, stepmother, foster parent, brother, sister, spouse, child, stepchild, ward of the employee, foster child, grandchild of the employee, father-in-law, mother-in-law and grandparents.

(b) In the case of the death of an employee's sister-in-law, brother-in-law, son-in-law, or daughter-in-law, the Employer shall grant a day off with pay to attend the funeral.

(c) If, during her/his vacation period, an employee is bereaved in circumstances under which she/he would have been eligible for leave under this Article, she/he shall be granted leave and her/his vacation pay credits shall be restored to the extent of any concurrent leave granted.

22.03

Parental Leave

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(a) The Employer shall grant seventeen weeks parental leave on request in accordance with the provisions of the Employment Standards Act of Ontario.

(b) The employee who applies for and is declared to be eligible to receive U.I. parental leave benefits, is entitled to receive from the Employer while on parental leave,

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(1) for each of *the two* (2) weeks of waiting period provided for in the unemployment insurance plan, a payment equal to 95% of weekly gross salary.

(2) for each of the fifteen (15) weeks where the employee receives U.I. parental leave benefits, complementary payments equal to the difference between 95% of weekly gross salary and the unemployment insurance payment received.

(c) Such payments will be made providing that the employee is not receiving other earnings or payments such that the combined weekly payment (including U.I. benefits, supplementary University payments and other employment earnings) does not exceed 95% of normal weekly earnings.

(d) Supplementary parental leave payments shall not be made by the University,

(1) beyond an employment termination date; or

(2) should Employment and Immigration Canada disqualify the employee from receiving U.I. parental leave benefits.

(e) Should Employment and Immigration Canada eliminate or reduce the payment of U.I. parental leave benefits, the employee shall be entitled to receive from the Employer payments equivalent to those which would have been made under the U.I. SUB plan at the time immediately prior to its elimination or reduction.

(f) While on parental leave, the employee receiving supplementary leave benefits shall continue to participate in the University benefit plans on a normal cost-sharing arrangement. Benefits and benefit plan premiums will be based on the nominal salary. For those employees not receiving supplementary parental leave benefits, the Employer shall continue to pay the employer share of staff benefit plans if the employee agrees to continue paying the employee share of the premiums.

(g) The Employer will maintain the employee's annual and sick leave credits while she/he is on parental leave. The employee shall not accrue vacation leave credits for the period of parental leave.

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(h) An employee on approved parental leave shall accrue seniority.

(i) Upon request, an employee on maternity or adoption leave may be granted a further leave of up to 35 weeks without pay. Permission shall not be unreasonably withheld. Parents who are not on or eligible for maternity or adoption leave but who have at least one year of service shall be granted up to one year of leave without pay to care for their newly born or adopted children. Upon return to work from such leave, the employee shall be reinstated in his/her former position, or in a job of at least equal position, salary and seniority. An employee who is granted leave of absence under this section will be required to pay the full premiums of the staff benefit plans during such leave of absence. This paragraph does not apply to replacement, term or temporary employees.

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22.04

Adoption Leave

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The terms and conditions that apply to supplementary parental leave benefits as outlined in 22.03 will also apply for the legal adoption of a child providing that the claimant is eligible and approved for U.I. adoption leave payments. Adoption leave is available to men and women who have at least one year and eleven weeks of continuous employment prior to the date of adoption.

22.05

Special Leave

(a) Special leave with pay to a maximum of five (5) days per year will be granted to employees as follows:

Emergency illness in the employee's household and/or immediate family 636/1 - Up to 5 days per occasion

Fire or other disaster resulting in property damage in the employee's residence • 2 days per occasion

Medical, Dental and Legal Appointments requiring absence from work • 1/2 day per occasion

Moving of a household • 1 day per occasion

Writing an examination • 1/2 day in each case

Marriage 637/1 • up to 4 days at the employee's discretion.

Parental Leave - Fathers for birth of hi child 638/1 • up to 2 days per occasion

Immediate family for this article is defined as the employee's parents and children only, to include step parent, foster parent, step child, ward or foster child.

(b) Employees, with the permission of their supervisor, may be allowed an early departure or a late arrival at work to attend medical, dental, and legal appointments not requiring a half day's absence. Such permission shall not be unreasonably withheld. This paragraph does not apply to temporary or replacement employees.

Late arrival is intended to be not more than one hour after the normal starting time, and early departure is intended to be not more than one hour before the normal quitting time.

22.06 Leave of Absence - Without Pay 63N/3

An employee may apply for a leave of absence without pay for personal reasons other than illness, providing she/he makes a written request stating reasons to the department head and subject to the approval of the Director of Personnel. Permission for such leave of absence shall not be unreasonably withheld.

Such leave shall not affect seniority entitlements or sick leave credits which have been accumulated. Nor shall sick leave or seniority entitlements be accrued during such periods of leave of absence without pay. The employee shall also be allowed to continue with all benefit plans provided she/he pays all premiums. The employee shall be reinstated in her/his former position or a job of at least equal position and salary.

22.07 Leave of Absence - Union Business 63J/3

A leave of absence without pay of up to one (1) year will be granted upon request to an employee who has been elected to a full-time office or position in the Union. The employee so elected must give two (2) months' notice to the Employer. Further leave may be granted by mutual consent. Seniority shall accrue during the employee's leave of absence of up to one (1) year, but no longer. The employee shall also be allowed to continue with all the Employer Benefit Plans.

22.08 Leave of absence with pay and without loss of seniority may be granted upon request to the department head and the Director of Personnel, to employees elected or appointed to represent the Union at Union-related conferences, workshops and educational seminars. Such permission shall not be unreasonably withheld. Such time shall not exceed a total of thirty (30) days in any one calendar year for the entire bargaining unit. 63K/1

22.09 Union Meetings

The Employer agrees to allow employees a two hour lunch break to attend one meeting for the ratification of the Collective Agreement.

22.10 Meetings

The President of the Union, the Union's designated representatives on joint Employer-Union committees, and members of the Union's Committees specified in this Agreement, shall suffer ~~no~~ loss of normal salary while attending meetings with the Employer where their presence is required or permitted under the terms of this Agreement, or requested by the Employer.

Section 22.03 (i) does not apply to term, temporary or replacement employees.

Section 22.05 (b) does not apply to replacement or temporary employees.

ARTICLE 23COURT LEAVE 6300/1

23.01 Paid leave shall be granted to any employee required to be a witness or juror by any body in Canada with powers of subpoena. The employee shall notify her/his immediate supervisor immediately upon her/his notification that she/he will be required to attend court and present proof of service requiring her/his attendance.

ARTICLE 24WORKERS' COMPENSATION 760/1

24.01 All employees shall be covered by the Workers' Compensation Act. An employee prevented from performing her/his regular work with the Employer, due to an occupational accident that is covered by Workers' Compensation and which occurred while employed by the Employer, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and her/his regular salary. The eligibility of an employee for receipt of full salary will be determined only by the employee's eligibility for Workers' Compensation and will not be prejudiced by any previous accidents which occurred while not employed by the Employer. The employee will continue to receive full pay for a period not to exceed six (6) months at which time the Employer will review the claim and determine if the employee is to continue on full salary or receive the Workers' Compensation Board benefits only.

24.02 An employee shall not be required to draw on her/his sick leave credits while eligible for Workers' Compensation.

ARTICLE 25

REST PERIODS

25.01 The Employer shall grant two (2) paid rest periods of fifteen minutes per day, one in the first and one in the second half of each normal work day or shift.

25.02 Rest period schedules shall be mutually agreed to by the parties concerned and shall normally be taken approximately at the midpoint of each half day or half shift.

ARTICLE 26

SAFETY AND HEALTH

26.01 Co-operation on Safety

The Union and the Employer shall co-operate in making every reasonable provision for the safety and health of employees.

26.02 Safety Measures

Employees required to work in shops or in dangerous and/or adverse conditions will be supplied with all tools, equipment, protective clothing, and safety glasses to meet those conditions.

In addition, the Employer will supply one pair of safety shoes/boots every year providing the employee, by the nature of her/his work, is required to wear this type of footwear to prevent or minimize possible injury.

The Employer shall choose the style of footwear, which must meet CSA approval and carry the Green Seal or be of equivalent quality.

26.03 Protective Clothing

In cases where laundering of protective clothing is required, it shall be provided free of charge to the employees.

26.04 The Employer agrees to comply with all regulations made pursuant to the Occupational Health and Safety Act, 1978.

26.05 No employee shall be disciplined for refusal to perform work where the employee has acted in compliance with the Occupational Health and Safety Act, 1978 for the Province of Ontario.

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ARTICLE 27

EMPLOYEE BENEFIT PLANS

27.01 The Supplementary Medical Insurance, Ontario Health Insurance Plan (OHIP), Group Life Insurance, Long Term Disability Insurance, University Dental Plan and Retirement Plan shall be voluntary or compulsory for employees according to the terms of the Plans during the period of this Agreement. The cost-sharing arrangements will be as follows:

Effective July 1, 1987 Effective July 1, 1988

	<u>EMPLOYEE</u>	<u>EMPLOYER</u>	<u>EMPLOYEE</u>	<u>EMPLOYER</u>
Employees' Retirement Plan	6% of base salary	6% of base salary*	6% of base salary	6% of base salary*
Supplementary (v) Medical Insurance	25%	75% <i>70H</i> <i>8707</i>	25%	75% <i>705/075</i> <i>766/1</i>
OHIP (c)	20%	80% <i>080</i>	100%	100% <i>8807 - 70H/100</i>
Group Life Insurance Plan	(c) 25%	75% <i>700/075</i>	25%	75%
Long Term Disability Insurance	(c)** 25%	75% <i>700/075</i>	25%	75%
University Dental Plan	(c)	100%**	100%**	100% <i>70E/100</i>

- * Plus at least 2.4% to the Minimum Guarantee Fund
- ** Compulsory for all new employees effective 1 July, 1987
- Based on the current ODA scale of fees

(c) compulsory (v) voluntary

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PLANELIGIBLE EMPLOYEES

Employee's Retirement Plan

Full Time Continuing employees,
 Part Time Continuing employees,
 Term employees - full and part
 time with appointments of not
 less than 12 months.

88F/11

Supplementary Medical Insurance

Full Time and Part Time Continuing
 employees, Term employees - full
 and part time

OHIP

All employees

Dental Plan

All employees

88E/11

Group Life Insurance

Full and Part Time Continuing
 Employees. Full and Part Time
 Term Employees

Long Term Disability Insurance

Full and Part Time Continuing
 employees. Full and Part Time
 Term employees after 12 months.

27.02 The Employer will provide premium assistance for the Quebec Medicare program, in December of each year. If an employee becomes a resident in Quebec during a calendar year, she/he will receive premium assistance on a pro-rata basis.

27.03 For those employees who are residents of Quebec, the Employer will pay premium assistance for the Quebec Medical Program the amount that the Employer would have contributed on the employee's behalf to the Ontario Health Insurance Plan.

27.04 No changes shall be made to the Group Life, Supplementary Medical Insurance, and Long Term Disability plans except as a result of negotiations between the Employer and the Union or as may be required by law.

27.05 The Employer shall report to the Union (in such a way as not to breach confidentiality of individuals) all problems arising with respect to the application of the above-noted plans to members of the bargaining unit.

27.06 A copy of the Master Policies shall be provided to the Union.

27.07 Dividends, performance rebates, penalties or assessments, determined by the carriers in respect to the policies, shall be reported to the Union. Such costs or funds shall be allocated between the Employer and the Union bargaining unit in accordance with the premium-sharing arrangement which exists at the time of such determination. The utilization or distribution of the bargaining unit share shall be subject to consultation between the Union and the Employer.

27.08 Athletics Fees

All members of the Bargaining Unit shall have free access to the facilities of Carleton University's Athletic and Physical Recreation Centre.

27.09 Death of an Employee

When an employee dies in service, the immediate next of kin shall receive a cheque in the amount of two months gross salary from the Employer.

27.10 Retirement

30/1 31/1 32/10 33/15

Employees with fourteen (14) or more years of continuous employment who retire from Carleton University and receive a pension from the Carleton University Retirement Plan, shall be paid a retirement allowance equal to one week of pay for each year of continuous service to a maximum of fifteen (15).

Effective July 1, 1988 employees with thirteen (13) or more years of continuous employment who retire from Carleton University and receive a pension from the Carleton University Retirement Plan, shall be paid a retirement allowance equal to one week of pay for each year of continuous service to a maximum of fifteen (15).

ARTICLE 28

STAFF TRAINING, DEVELOPMENT AND CAREER PLANNING

28.01 The Union and the Employer recognize the principle of human resource development and to this end the Employer commits to implement a Staff Training and Development Program.

28.02 The Employer and the Union agree that there is a mutuality of interest in this area. The Employer agrees to consult with the Union to discuss training and development needs and proposed or contemplated programs.

28.03 An employee may apply for financial assistance for courses directly related to her/his job. Employees must make application on the proper form CUP-1 and receive approval to take the course from the department head and the Personnel Department prior to registration. Upon successful completion of the course, the Employer will reimburse the employee for 100% of the tuition cost. Permission for such courses will not be unreasonably withheld.

28.04 Time Off to Attend Credit Courses

Employees may make application to the Personnel Department Staff Training and Career Development Section to take time off, subject to the needs of the office, department and library division, to take credit courses which are only offered during the day. Such time taken shall be made up at the straight time rate, except that an employee will not be required to make up such time absent in cases where the course is directly job related. Permission shall not be unreasonably withheld.

28.05 The Employer shall re-establish a Union Staff Training Fund in the amount of \$1,400 each month for employees who request financial assistance for staff training and/or career development which is approved by their department head. The Fund and programme shall be administered by the University Personnel Department under the guidelines which are appended to this Agreement.

The Employer will provide the Union with an annual financial statement giving the names, classification and departments of the employees who used the fund, and the amount used by each employee.

28.06 This article does not apply to replacement or temporary employees.

ARTICLE 29

WAIVER OF TUITION FEES

(a) All members of the bargaining unit shall be entitled to register for credit courses free of tuition from the date of employment with the Employer, but will be required to pay all supplementary fees.

(b) From date of appointment, the employee's spouse and dependent children will be entitled to register for credit courses free of tuition, but will be required to pay all supplementary fees.

(c) If an employee, her/his spouse, or dependent is unsuccessful in the course(s) for which she/he registers, she/he must successfully complete the next course at her/his own expense in order to re-establish this privilege.

(d) Should the Ministry of Colleges and Universities discontinue to fund students covered by this Article during the term of this Agreement, those persons who are registered in courses at the time of such discontinuance shall be eligible to continue in the course until the end of the academic year in which the discontinuance of funding mentioned above occurs. Academic year for purposes of this Article shall be September 1 to August 31.

(e) For the purpose of this Article, a **dependent** is defined as a spouse, or a **natural/adopted** child of the employee who qualifies for dependent status under the Income Tax Act, or would have qualified if she/he had not earned in excess of the amount which would allow her/him dependent status under the Income Tax Act in the years in which the free tuition is requested.

(f) Employees receiving benefits under the Long Term Disability Plan, their eligible spouses and dependents, the **eligible spouses and dependents** of employees who died in service, and employees who retire under the terms of the Carleton University Retirement Plan and their eligible spouses and dependents shall also continue to enjoy the benefit of free tuition.

(g) Temporary and replacement employees will be entitled to register for credit courses and will be reimbursed as follows. If the individual is still an employee of the University on the last day of classes for the course she/he is enrolled in, reimbursement will be made in full or, for part-time temporary employees, in proportion to the number of hours worked per week.

ARTICLE 30

TECHNOLOGICAL CHANGE

30.01 A technological change is defined as a change in process, technology or equipment. 22A/1

30.02 The Employer shall notify the Union in writing 3 months prior to the introduction of any technological change which may adversely affect employees, their wages, rights or working conditions. Such notice shall include:

- (a) the nature of the technological change;
- (b) the date on which the Employer proposes to effect the technological change;
- (c) the appropriate number, type and location of employees likely to be affected by the technological change;
- (d) the effect the technological change is likely to have on the terms and conditions of employment of the affected employees.

30.03 The Employer shall meet with the Union within 15 working days of giving notice and shall hold consultations in an effort to reach agreement on solutions to any problems arising from the intended change and on measures to be taken by the Employer to protect employees from any adverse effects.

30.04 Where the parties agree to solutions to the problems arising out of technological change, the solutions shall be prepared as a Letter of Agreement between the parties and such letters shall have the same effect as the provisions of the existing Collective Agreement.

30.05 Employees in positions that are declared redundant as a result of technological change shall be treated in accordance with the provisions outlined in Article 13 of this Agreement. 22 B0/1

ARTICLE 31

BULLETIN BOARDS

31.01 The Employer will provide reasonably sized bulletin boards in University buildings, to a maximum of thirty-five (35), to ensure reasonable availability to employees of notices regarding Union activities. All notices must be signed by an officer of the Union.

ARTICLE 32

POSTING OF PERSONNEL POLICIES

32.01 All policies and regulations of the Personnel Department of the University relating to conditions of work of employees shall be published. Forty copies shall be provided to the Union.

32.02 Amendments to such policies and regulations shall be published with forty copies to the Union.

ARTICLE 33

AMALGAMATION AND/OR MERGER PROTECTION

33.01 In the event the Employer merges or amalgamates with any other body, the Employer undertakes to take all reasonable action to ensure that:

(a) Employees shall be credited with all seniority rights with the new employer:

(b) All service credits relating to vacations with pay, sick leave credits, and all other benefits shall be recognized by the new employer.

ARTICLE 34

COPIES OF THE AGREEMENT

34.01 At the conclusion of negotiations, the Employer will prepare six (6) official copies of the Agreement to be signed by the signing officers of the Employer and the Union. Each party shall receive three official copies.

34.02 The Employer shall, as soon as possible, and in any event within sixty (60) days after the signing of this Agreement, reproduce and distribute to each employee a copy of the Collective Agreement.

34.03 Further requirements by either party will be their own responsibility and they will assume the full cost of such additional requirements.

34.04 Distribution of the copies of the Agreement to each new employee included in the Bargaining Unit shall be by the Personnel Department of the University.

ARTICLE 35

JOINT COMMITTEE FOR THE ADMINISTRATION OF THE AGREEMENT

35.01 The Joint Committee composed of a maximum of four (4) representatives of the Employer and four (4) representatives of the Union shall continue to function so long as this Agreement continues to operate.

35.02 It shall be the purpose of the Joint Committee to provide a forum for discussion of matters pertinent to the operation of the Collective Agreement or other matters of mutual interest to both parties.

35.03 The Joint Committee shall meet as necessary but normally ~~at~~ least once a month. Either party may call a meeting on five (5) days written notice. A quorum shall be five with a minimum of two representatives from either party. Minutes of meetings will be taken and signed by both parties. Such minutes shall not constitute Memoranda of Agreement.

35.04 Nothing in this Article precludes the use of the grievance procedure.

ARTICLE 36

COMMITTEES

36.01 The Union shall have the right to membership on the following University Presidential Advisory:

Advisory Committee for the Status of Women
~~Environmental Health and Safety Committee~~
 Food Services Committee
 Parking Committee
 Pension Committee

36.02 The parties agree to submit a Joint Letter to the Pension Committee requesting that the necessary changes be made in the Committee structure to allow for the appointment of one additional member to be selected by CUPE Local 2424.

ARTICLE 37

CONFIDENTIALITY AND ACCESS TO PERSONNEL FILES

37.01 It is the understanding of the parties that this Article is not inconsistent with the principles enunciated in the Senate-Board Policy on Confidentiality, approved by the Executive Committee of Senate on October 8, 1975, and approved by the Board of Governors on November 9, 1975. (Appended to this Agreement).

37.02 An employee shall have the right to examine all her/his Personnel files during normal business hours, with the provision that any confidential letters of recommendation shall be held confidential. However, members may request and shall obtain the names of the authors of such confidential letters.

37.03 Employees shall have the right to have the Employer prepare, at reasonable intervals and at the employee's expense, copies of the non-confidential portion of their Personnel files.

37.04 Requests under this Article shall be made on a reasonable basis and will be honoured within the capability of the Personnel Department.

37.05 In the case of letters of censure, reprimand, or criticism being added to an employee's file, the employee concerned shall be notified and required to read and initial such material. In the event of an alleged distortion or error, the employee shall have the right to request the inclusion of material pertinent to the alleged distortion or error. In the event of an error being established, the file shall be corrected and the erroneous material removed. Letters of censure, reprimand, or criticism which are two or more years old shall not be considered in connection with any disciplinary action or future promotional opportunity.

9/1

ARTICLE 38

CONTRACTING OF BARGAINING UNIT JOBS

38.01 The Employer agrees that work normally performed by the bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any outside source prior to a discussion of the intended action between the Union and the Employer.

38.02 For the purposes of this Article, the word discussion shall mean discussion in the Joint Committee for the Administration of the Collective Agreement. Discussion may be terminated by either party after two months from the date the Union receives notice and rationale of the contemplated action, or within two months by agreement of the parties. The contemplated action shall not be implemented until the discussion is ended.

38.03 Employees presently in the CUPE Local 2424 bargaining unit will not suffer loss of employment or of remuneration as a result of the contracting out of work presently performed by members of the bargaining unit.

5/1

ARTICLE 39

TECHNICAL INFORMATION

39.01 The Employer shall make available to the Union, upon written request and within a time period mutually agreed by the parties, information pertaining to bargaining unit employees which is necessary for the Collective Bargaining Process

~~and/or~~ the administration of the Collective Agreement, providing such information ~~does~~ not violate a confidence and is not reasonably attainable through its own resources.

ARTICLE 40

OFFICIAL UNIVERSITY CLOSURE

480/1

40.01 Should the President or her/his delegate declare that the University or an area of the University, be officially closed temporarily due to environmental conditions, utility disruptions, road conditions, 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. (Those closures shall not be considered a University holiday as in Article 19)

40.02 Cancellation of Classes and/or Change in Working Hours

(a) On rare occasions, the employer may be required to reduce its level of operations because of severe weather conditions, or because of some emergency such as fire or physical malfunction of the employer's facilities. Under these emergency conditions it may be necessary to cancel classes and to permit flexibility in arrival and/or departure times for employees.

(b) At such times when it is considered necessary to allow employees some relief from normal work attendance requirements, the President or in her/his absence the Acting President may authorize a reduction in the level of operations in the various units of the University. Under these circumstances the President or the Acting President may change the arrival and/or departure times for employees to permit them to get home or to get to work. In such cases the Employer shall inform each department and the Union of the decision and how each department is affected.

(c) No employee shall ~~suffer~~ any reduction in salary, benefits or seniority as a result of such a decision.

ARTICLE 41

LIBRARY PRIVILEGES

41.01 Employees shall continue to enjoy borrowing privileges at the University Library. All employees, upon retirement, shall continue to enjoy borrowing privileges at the University Library.

ARTICLE 42**METHOD OF PAYMENT**

42.01 (a) All employees shall be paid at or above Step 1 for their classification level. Classification levels shall be determined by the Employer's job evaluation system subject to the point score ranges below.

<u>Classification Level</u>	<u>Total Point Scores</u>
2	0 to 158
3	159 - 217
4	218 - 276
5	277 - 335
6	336 - 394
7	395 - 453
8	454 - 512
9	513 - 571
10	572 - 630
11	631 - 689
12	690 +

(b) Salary Ranges as of July 1, 1987:

	INCREMENT	STEP 1	STEP 2	STEP 3	STEP 4	JOB RATE
LEVEL 2	(400)	15800	16200	16600	17000	17400
LEVEL 3	(435)	17200	17635	18070	18505	18940
LEVEL 4	(475)	18680	19155	19630	20105	20580
LEVEL 5	(515)	20260	20775	21290	21805	22320
LEVEL 6	(575)	22700	23275	23850	24425	25000
LEVEL 7	(620)	24520	25140	25760	26380	27000
LEVEL 8	(700)	27510	28210	28910	29610	30310
LEVEL 9	(780)	30800	31580	32360	33140	33920
LEVEL 10	(875)	34580	35455	36330	37205	38080
LEVEL 11	(970)	38310	39280	40250	41220	42190
LEVEL 12	(1040)	41040	42080	43120	44160	45200

(c) Salary Ranges as of January 1, 1988:

	INCREMENT	STEP 1	STEP 2	STEP 3	STEP 4	JOB RATE
LEVEL 2	(404)	<u>15958</u>	16362	16766	17170	17574
LEVEL 3	(440)	17369	17809	18249	18689	19129
LEVEL 4	(478)	18874	19352	19830	20308	20786
LEVEL 5	(518)	20471	20989	21507	22025	22543
LEVEL 6	(581)	22926	23507	24088	24669	25250
LEVEL 7	(627)	24762	25389	26016	26643	27270
LEVEL 8	(704)	<u>27797</u>	28501	29205	29909	30613
LEVEL 9	(788)	31107	31895	32683	33471	34259
LEVEL 10	(885)	34921	35806	36691	37576	38461
LEVEL 11	(980)	38692	39672	40652	41632	42612
LEVEL 12	(1050)	<u>41452</u>	42502	43552	44602	45652

(d) Salary Ranges as of July 1, 1988:

	INCREMENT	STEP 1	STEP 2	STEP 3	STEP 4	JOB RATE
LEVEL 2	(422)	16677 16677	17099	17521	17943	18365
LEVEL 3	(460)	18150	18610	19070	19530	19990
LEVEL 4	(500)	19721	20221	20721	21221	21721
LEVEL 5	(542)	21389	21931	22473	23015	23557
LEVEL 6	(607)	23958	24565	25172	25779	26386
LEVEL 7	(655)	25877	26532	27187	27842	28497
LEVEL 8	(736)	29047 29047	29783	30519	31255	31991
LEVEL 9	(823)	32509	33332	34155	34978	35801
LEVEL 10	(924)	36496	37420	38344	39268	40192
LEVEL 11	(1024)	40434	41458	42482	43506	44530
LEVEL 12	(1097)		44415	45512	46609	47706

42.02 (a) Salaries for all continuing and term employees will be expressed in terms of an annual rate. Payment of salaries will be semi-monthly and calculated as follows:

- (i) Yearly salary divided by 12 equals monthly salary.
- (ii) Monthly salary less applicable payroll deductions: i.e. Income Tax, U.I.C., Pension Plan, Welfare Plans, etc., equals net monthly salary. Bi-monthly pay is net monthly salary divided by 2.

(b) Salaries for temporary and replacement employees will be expressed as an hourly rate. Bi-monthly pay will be based on actual hours worked as submitted to the Payroll Office on an approved Payment Authorization Form.

(c) Temporary and/or replacement employees hired to fill classified positions shall be paid at least at the step one rate for that classification.

42.03 Payment of salaries will be made on the next to last working day prior to the fifteenth (15th) and the end of each month.

42.04 For the purposes of calculating overtime, the straight time hourly rate is computed by dividing 1820 into the annual salary; eg. $\$15,800 / 1820 = \8.68 per hour. The rate for part-time employees shall be based on the employee's expressed hourly rate.

42.05 Payment for overtime and shift premiums will be added to the salary for the month following the month in which the overtime or shift schedule was worked. There shall be no pyramiding in this calculation.

- 42.06 (a) (i) Effective July 1, 1987 all employees shall be paid the start rate for their classification unless their salary on June 30, 1987 was greater than the start rate, in which case they shall be paid at the rate of the next higher step from their June 30, 1987 rate.
- (ii) Effective January 1, 1988 employees will be eligible for a step increase on the anniversary of their appointment to the level, unless denied as per 42.06 (b) to the point where the employee's salary is at the range maximum.
- (iii) **An employee whose June 30, 1987 salary is beyond the salary range maximum as well as one whose increase under 42.06 (a) (i) above is less than 4.5% will receive a total salary increase of 4.5% effective July 1, 1987.**

(b) The plan contains a provision for denial of a step increase in exceptional cases for reasons of performance. Recommendations with regard to the denial of a step increase will be made by the department head through ~~the~~ Dean or Director to the Director of Personnel, who will decide with respect to the denial or award of a step increment.

(c) When a denial occurs the **employee** will be advised ~~of~~ the **reasons** for the denial, and the Union will ~~be~~ informed that a denial has occurred.

(d) In the absence of a denial recommendation from a department the step increment will be processed automatically.

42.07 This article does not apply to replacement or temporary employees, except **as** noted.

ARTICLE 43

JOB CLASSIFICATION

16/2

43.01 The Union and the Employer agree to the following treatment for the long-service employees whose positions have been evaluated at a lower relative level in the classification system implemented in 1978.

It is agreed that for as long as they continue to be employed at Carleton University in their current position, that position will remain classified at the same level as at March 1, 1978.

Progression through the salary range will be in accordance with salary administration practices which apply to other staff.

The long service employees referred to above are those employees named in the Memorandum of Agreement signed by the parties on April 17, 1978.

43.02 (a) When an employee in an existing job classification believes that her/his position is incorrectly classified, she/he may submit in writing a request for review to her/his supervisor, with a copy to the Director of Personnel. If the supervisor is in agreement with the employee's request, she/he will submit the request to the Director of Personnel within 10 working days. If the supervisor is not in agreement with the employee's request, she/he will notify the employee in writing within five (5) working days.

(b) A request for review shall include:

- (i) the employee's full name, present classification and salary;
- (ii) the name of the department and/or section and location of work;
- (iii) a job description for the position to be reviewed;
- (iv) the reasons why the present classification is considered to be inappropriate, and the justification for the job classification which is considered to be correct;
- (v) a current organization chart, highlighting the position to be reviewed.

(c) A request for review shall not be entertained on the grounds of the inadequacy of the pay scale assigned to the classification.

43.03 The Personnel Department shall consider each request and within twenty (20) working days of its receipt shall notify in writing the department head and/or supervisor, the Union and the employee(s) concerned of the results of the review.

43.04 When a new position is established which involves work of the kind performed by the Union members, the Employer shall notify the Union in writing of such position prior to making an appointment to that position.

When a new position is established which is covered by the Collective Agreement, the Employer shall determine the classification level for such position and notify in writing the department head and/or supervisor, the Union and the employee(s) concerned of such determination.

43.05 If the Union challenges the Employer's determination on a new job or on an employee request for review, it shall meet with the Employer to discuss and attempt to gain a mutually satisfactory decision. Such request to meet and discuss the Employer determination shall be made within ten (10) working days after receipt of notice from the Personnel Director to the Union.

If the parties meet and are unable to agree, the dispute concerning the job classification may be submitted directly to Arbitration as provided in the Agreement within fifteen (15) working days of such meeting. The decision of the Board of Arbitration, or Arbitrator, shall be based on the relationship established by comparison with other classifications within the bargaining unit, having regard for the requirements of such classification.

43.06 (a) Rates for newly established positions shall be retroactive to the date the rate of pay was established for the new position.

(b) Rates increased as a result of an employee's request for review shall be retroactive to the date that such request was received in the Personnel Department. The employee's salary will be increased to the greater of:

- (i) step one of the higher classification:
- (ii) an amount equal to her/his existing salary plus 5%; or
- (iii) where a 5% salary increase results in a salary between range steps the next higher step in the salary range.

43.07 When an existing position is restructured and a position assigned to a lower salary range, the incumbent's salary may be held constant, except for the annual negotiated scale increase, until the lower salary range reaches the figure at which the incumbent is being paid.

43.08 The Employer shall undertake to provide any member of the bargaining unit with a copy of her/his job description when requested.

43.09 This article does not apply to replacement or temporary employees.

ARTICLE 44

GENERAL

44.01 An employee is expected to give reasonable notice in writing of her/his intention to resign, having regard for the nature of her/his duties and responsibilities and the probable time required to secure a suitable replacement. Such notice should not, in any case, be less than two weeks.

44.02 The Employer will supply each employee in this bargaining unit with a photo identification card.

44.03 The Employer agrees to allow a reasonable period of time off with no loss of pay to employees who wish to donate blood at the Red Cross Blood Donor Clinics held from time to time on campus.

44.04 It is the obligation of the employee to notify the Employer promptly of any change in name, address, marital or dependency status. If an employee fails to do this, the Employer shall not be responsible for failure of any notice sent by mail to reach such employees.

ARTICLE 45

NOTICES

45.01 Any notice to be given by the Union to the Employer shall be addressed as follows:

The Vice-President (Administration),
Carleton University,
Colonel By Drive,
Ottawa, Ontario
K1S 5B6

and a copy to:

The Director of Personnel,
Carleton University,
Colonel By Drive,
Ottawa, Ontario
K1S 5B6

45.02 Any notice to be given by the Employer to the Union shall be as follows:

The President,
Canadian Union of Public Employees, Local 2424,
Room 510A, Unicentre
Carleton University,
Ottawa, Ontario.
K1S 5B6

It is the responsibility of the Union to keep the Employer informed as to the name and address of the Secretary of the Union and the names and addresses of the Standing Committee Chairpersons.

ARTICLE 46

UNIVERSITY GUARANTEED HOUSING LOAN PLAN

46.01 The Employer's Guaranteed Housing Loan Plan shall apply to all employees subject only to the limitations of the Plan as it now exists.

ARTICLE 47

SALARY INCREASE

47.01 The July 1, 1987 salary increases will be as per Article 42.06.

47.02 (a) Effective January 1, 1988 all employees, will receive a salary increase of 1%. The salary ranges shall also be increased by 1%.

- (b) (i) Effective July 1, 1988 all employees will receive a salary increase of 4.5%. The salary ranges shall also be increased by 4.5%.
- (ii) Employees will be eligible for a step increase on the anniversary date of their appointment to the level, unless denied as per 42.06 (b), to the point where the employee's salary is at the range maximum.

ARTICLE 48

SEXUAL HARASSMENT

48.01 Sexual harassment shall be defined as follows:

Sexist Insult: Sexual harassment can take the form of an uninvited sexually suggestive, obscene or offensive remark or gesture. Sexist insult may involve verbal advances, invitations, physical advances, undue attention, or persistent denigration of an individual because of her/his sex and/or sexual orientation.

Sexual Assault: Sexual harassment can occur as a physical assault or threat of assault of a sexual or indecent nature.

Abuse of Authority: Sexual harassment can also be an abuse of professional authority or supervisory authority. Any of the above forms of sexual harassment constitute abuse of authority when: (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (b) submission to or rejection of such conduct by an individual is used as the basis for continuing employment; or (c) such conduct has the purpose

or effect of unreasonably interfering with an individual's work performance or of creating an intimidating, hostile or offensive working environment.

48.02 Any complaint of Sexual harassment may be grieved using the procedures set out in Article 9 of the Collective Agreement.

48.03 Where the alleged harasser is the person who would normally deal with any of the steps of the grievance, the grievance shall automatically be sent forward to the next step.

48.04 At no time during or after a sexual harassment grievance shall the grievor be removed from the area of the alleged harasser unless fully and entirely voluntarily requested by the grievor and without prejudice to the validity of the grievance.

ARTICLE 49

SURVEILLANCE CAMERAS

49.01 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.

49.02 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 CUPE 2424 if the employees are members of CUPE 2424.

49.03 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 criminal acts.

ARTICLE 50

TERM OF AGREEMENT

~~50.01 All provisions of this Agreement shall become effective on July 1, 1987 and shall remain in full force and effect until June 30, 1989.~~

50.02 If either party desires to bargain with a view to renewal with or without modification of this Agreement, or to the making of a new Agreement, such party shall, 90 days before June 30, 1989, give written notice to the other party of such desire.

50.03 Such notice shall, as far as possible, list the subject matter of the proposed changes or modification. Both parties shall have the right to alter the said list before and during bargaining.

50.04 In Witness Therefore the Parties hereto have this

September 1st 1987, executed this

Agreement by the hands of their proper signing officers.

W.E. Beckel
W.E. Beckel

C.G. Watt
C.G. Watt

R.A. Brown
R.A. Brown

C. Bartley
C. Bartley

C. Fleck
C. Fleck

E.A. Gilchrist
E.A. Gilchrist

B. Tomlin
B. Tomlin

S. Gruda
S. Gruda

M. Ballantyne
M. Ballantyne

S. Bauer
S. Bauer

L. Dumbleton
L. Dumbleton

D. McKenna
D. McKenna

S. Richer
S. Richer

B. Winer
B. Winer

On Behalf of Carleton
University

On Behalf of Canadian Union of
Public Employees, Local 2424

LETTER OF INTENT #1RE: FINANCIAL STRINGENCY

The Employer is aware of the concerns of members of CUPE, Local 2424 as to the adverse effects which inadequate funding of the Institution might have on employees. In addition to confirming in writing verbal assurances already given that the Employer shares these concerns, this letter is written to assure CUPE, Local 2424:

1) that the Employer, before making a declaration of financial stringency, will provide an opportunity for CUPE, Local 2424 to present its point of view to the body making the declaration; and

2) that the Employer, in a situation where members of the bargaining unit are to be laid off after a declaration of financial stringency undertakes that such layoffs will be carried out in a fair and equitable manner consistent with its collective bargaining commitments.

A Policy on Confidentiality and the Release of
Information about Individuals Belonging to the
University Community™

I. Principles

- 1) Openness in the affairs of the University is to be encouraged.
- 2) Individuals, however, are entitled to privacy in personal matters.
- 3) Individuals are also entitled to know what information is kept on file about themselves.

II. Guidelines

- 1) The University should collect and keep only such personal information as is specifically required for the administration of **its** affairs.
- 2) No personal information classified as confidential should be released, except in cases of emergency, in any form which identifies the individual except under compulsion of law or with the consent, express or implied, of the individual to whom it relates. Information described in Section III, parts 2-6, is, except as provided in those parts, classified as confidential. All other information is considered to be open.
- 3) All personal information should be released on request to the individual to whom it relates, except in the case of information that could reasonably be considered by the person by whom the information was provided to have been provided on a confidential basis.

III. Categories of Personal Information

- 1) Information which may be released without individual permission: Information in the public domain is releasable inside or outside the University, e.g. names of faculty, staff, or students; names of winners of competitive awards; names of graduates; officially settled facts of appointment, employment, promotion, membership in professional bodies, etc.; information contained in the following publications of the University: The Calendar, Convocation programs, the University Report, the Report on Research and Studies and the President's Report. This section does not apply to information specifically referred to in Parts 2-6.
- 2) Information which may be generally released unless a written request to the contrary is received from the individual to whom it relates: home address and home telephone number.
- 3) Information which may be released to persons within the University on a "need to know" basis: age, date of birth, sex, family, marital status, and citizenship.

- 4) Information which may be released to any person or body, within the University, charged with making or adjudicating career decisions concerning faculty and staff members for the legitimate purposes of their respective offices, or, with the consent of the individual concerned, to a body outside the University: all items listed in Part 3 of this section, wages and salaries, letters of reference or assessment or similar documents, curriculum vitae, disciplinary records and other similar information.
- 5) Aside from statistical data, which does not identify any individual, information such as medical, psychological and counselling records, financial status, may be recorded, but not released, except to officials or bodies within the University authorized to receive such information but then only with the consent, expressed or implied, of the individual.
- 6) Information not to be requested, nor officially recorded unless gratuitously provided by an individual in his curriculum vitae: race, ethnic origin, place of birth, religion, colour, political affiliation, non-professional memberships, social habits.

N.B.

When information that cannot otherwise be released outside the University is released with the consent of the individual, the University or the person releasing the information is obliged to comply with any written request from the individual for a copy of the information released, except in the case of material from medical, psychological and counselling files.

**Final document as amended by Senate and the Senate Executive Committee on October 8, 1975

LETTER OF UNDERSTANDING

The Employer agrees to include in the bargaining unit all continuing part time employees who work more than 17.5 hours but not more than 24 hours a week subject to a majority vote by secret ballot at a meeting of the continuing part-time employees. Such a meeting shall be called by both parties and each party shall be allowed to be represented at the meeting by two people to make a presentation and answer questions prior to the vote.

The Union agrees to exclude the position Assistant Director of Admissions (Scheduling) from the bargaining unit.

CARLETON UNIVERSITYA Description ofThe Canadian Union of Public Employees, Local 2424Bargaining Unit

All employees engaged by the respondent in the Regional Municipality of Ottawa-Carleton in clerical, technical, administrative and service duties, save and except

- (i) all persons presently covered by subsisting Collective Agreements between the Employer, including the Carleton University Academic Staff Association, the Canadian Union of Public Employees, the Graphic Arts International Union, the International Union of Operating Engineers, and the Canadian Guards Association;
- (ii) all employees on appointments not paid from Employer operating or ancillary funds (see Note 1);
- (iii) all persons regularly employed for not more than **24** hours per week;
- (iv) all persons registered as an undergraduate or graduate student;
- (v) all employees in the Offices of the President, Vice-presidents, Director of Finance, Controller, Personnel and Secretary to the Board of Governors;
- (vi) all persons employed in positions involving managerial functions and/or in a confidential capacity in matters relating to labour relations, as attached to Appendix A of the Ontario Labour Relations Board Certificate.

NOTE 1 For purposes of clarity "all persons on appointments not paid from Employer operating and ancillary funds" includes grant appointees, persons employed by student associations, faculty club staff, and persons employed by other third parties who provide contract services for the Employer.

NOTE 2 For purposes of clarity, the parties have agreed that all persons employed on a temporary basis and who work in excess of **24** hours per week for three consecutive months or less, will be excluded from the bargaining unit.

APPENDIX C

			December				January			
24	25	26	27	28	29	30	31	1	2	
	Sat	Sun	P.D. (C)	P.D. (B)	P.D. (i,i)	D.D.	P.D. (NY)	Sat	Sun	
Sat	Sun	P.D. (C)	P.D. (B)	P.D. (i,i)	D.D.	P.D. (NY)	Sat	Sun		
Sun	Mon P.D. (C)	P.D. (B)	P.D. (i,i)	D.D.	D.D.	Sat	Sun	Mon P.D. (NY)		
P.D. (i,i)	Tues P.D. (C)	P.D. (B)	D.D.	D.D.	Sat	Sun	D.D.	Tues P.D. (NY)		
	Wed P.D. (C)	P.D. (B)	P.D. (i,i)	Sat	Sun	D.D.	D.D.	Wed P.D. (NY)		
	Thurs P.D. (C)	P.D. (B)	Sat	Sun	P.D. (i,i)	D.D.	D.D.	Thurs P.D. (NY)	D.D.	
	Fri P.D. (C)	Sat	Sun	P.D. (B)	P.D. (i,i)	D.D.	D.D.	Fri P.D. (NY)	Sat	
(C) = Christmas Day (B) = Boxing Day (i,i) = 1 day before Christmas 2 day before New Years Day (NY) = New Years Day P.D. = Premium Day D.D. = Designated Day										

APPENDIX D

MEMORANDUM OF AGREEMENT RE VIDEO DISPLAY TERMINALS IN THE WORKPLACE
 BETWEEN
 THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2424
 AND
 CARLETON UNIVERSITY

The parties agree as follows:

- 1) That there shall be Ergonomic Workstation Guidelines (Appendix A). These guidelines will be applied, in accordance with the provisions specified below to all VDT workstations used by CUPE 2424 members for the purpose of entering or viewing data for time periods exceeding 15 minutes at a time or an accumulated time of 60 minutes per day;
- 2) That the guidelines may be amended or modified by mutual agreement of the parties to this Memorandum of Agreement;
- 3) That all VDT and VDT-related equipment purchased after the date of the signing of this Memorandum of Agreement meet the guidelines;
- 4) That the Employer shall upgrade all existing workstations to meet the guidelines within five years. Should the Employer be unable to complete the upgrading within the five year period the Joint Committee to Administer the Collective Agreement shall be advised at least three months prior to the end of the 5-year period in order that a new timetable can be established.
- 5) That the upgrading of existing workstations proceed as follows:
 - a) The upgrading of existing workstations shall commence in the Business Office and the Office of Admissions. It shall be completed in these offices within twelve (12) months of the signing of this Memorandum of Agreement.
 - b) An Implementation Committee composed of two Union representatives and two Employer representatives shall be struck to monitor the implementation of the guidelines in each office. Each Committee shall include one CUPE 2424 member and one Manager from the office under review.
 - c) The Implementation Committee shall report to the Joint Committee to Administer the Collective Agreement any problems or concerns encountered in the implementation of the guidelines. The Joint Committee shall take the necessary steps to address the problems identified by the Implementation Committee.

- d) Within ten (10) months of the signing of this Memorandum of Agreement, the Joint Committee to Administer the Collective Agreement shall determine how to proceed with the implementation of the guidelines in other campus workplaces;
- 6) That the Employer shall issue a booklet on VDT's within twelve (12) months of the signing of this Memorandum of Agreement addressing the concerns of users about radiation, job stress, and other hazards. The booklet shall also include a copy of the approved guidelines, phone numbers to call for assistance, suggested physical exercises for the user, and other information to make the user knowledgeable about the equipment and what can be done to enhance user-comfort. That the contents of the booklet shall be subject to the approval of the parties of this Memorandum of Agreement. That the booklet, once approved, shall be distributed to all users at the Employer's expense.
- 7) That all VDT users be given a ten minute alternate work assignment for every hour of continuous work at the VDT. 676
/
- 8) VDT users' concerns or problems regarding overhead and/or localized workstation lighting which cannot be solved at the department level, shall be addressed by the Joint Committee to Administer the Collective Agreement as they arise.

This Memorandum of Agreement shall be binding on both parties and shall be subject to the grievance procedure outlined in the CUPE Collective Agreement.

For the Union:

Susan Richer
Lynne Gunda
Vandra Jones
OP McEneaney
D. Ellison

For the Employer

W. Ryan
Ed Smith
Earl Gilbert
Bob Key
W. V. V. V.

Date:

January 21, 1987

NOTE Copies of the Guidelines are available in the Union office, Personnel Department and Occupational Health and Safety Office.

MEMORANDUM OF AGREEMENT
 BETWEEN
 CARLETON UNIVERSITY
 AND
 CANADIAN UNION OF PUBLIC EMPLOYEES
 AND ITS LOCAL #2424

Re: Guidelines for Administration of the Union Staff Training Fund as referred to in Article 28.05.

The parties agree that the following guidelines will apply from date of signing **this** Memorandum of Agreement and will replace the former guidelines which were dated January 24, 1979.

GUIDELINES

DEFINITION Training is defined as:

- a) those activities designed to improve performance on **the job** the employee is presently doing, and
- b) those **activities** which increase the competence and **ability** of an employee to meet present or future conditions and standards of proficiency required by the Employer.

LOCATION Courses and seminars may be held in Ottawa or in other Cities during **normal** working hours or on weekends or evenings.

APPLICATION PROCEDURES

1. Employee makes application to the department head for **permission** to attend a **job-related** course or seminar.
2. The **department head** must approve **the** application **prior to** the start of the course or seminar. If funds are not **available within** the department a request for funding may be made by sending a completed CUP-1 **form** (Request for External Training) to the Manager, Staff Training and Career Development.

3. Requests will be reviewed with funding granted on the basis of need for training, relevance of the course, future availability of the course, and applicant's background. If alternate training is suggested, the approval of the department head is necessary.
4. All approved or denied requests will be reviewed on a quarterly basis by the Joint Committee to Administer the Agreement (JCAA).

NOTES

1. When applications are received for courses or seminars which would be appropriate for groups of 12 or more employees, steps will be taken to provide such a course or seminar at the University.
2. Applications will be reviewed as they are received. Every effort will be made to respond to requests within ten (10) working days.
3. Employees may be required to submit a completed Course Evaluation Form within two weeks after taking any course or seminar.

EXPENSES The following expenses will be paid from the Staff Training Fund in advance:

1. Commercial air (economy), train, or bus fare, or car rental or the established rate per mile or kilometre. ("Economy" air transportation will be the normal means of travel to destinations normally served by commercial air lines and outside a 100 mile radius of Ottawa.)
2. Ground transportation from airport to the course location and return where applicable.
3. Hotel accommodation as required.
4. Meal allowance at the current Employer rate.
5. Tuition, books and related materials

NOTES

1. Travel expense reports must be submitted with those receipts which are normally required to the Manager, Staff Training and Career Development within two weeks of the employee's return to regular duties.
2. Employees who attend approved courses or seminars as provided above shall suffer no loss of pay, benefits or seniority during such leave, except in cases where leave is requested without pay.
3. Amount to be disbursed from the fund not to exceed One Thousand Dollars (\$1,000.00) per employee per course. (Employee has the

option to pay the difference if a more expensive course is approved by the department head).

4. These guidelines may be reviewed at the request of either party after the first round of applications have been considered, and thereafter on a quarterly basis.
5. Any money not used by the end of the fiscal year will be carried over to the next fiscal year.

Any changes to these guidelines must be approved by both parties.

Dated this 1st day of September, 1987

For Carleton University

For Canadian Union of Public
Employees and Its Local 2424

77 Ryan
Co. Sec.
Ed. Hefner
C. Dancy
B. W. Babin
W. A. H.

Vanessa Xanet.
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Susan Richter

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Linda Drumblerton
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