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COLLECTIVE AGREEMENT

Between

CARLETON UNIVERSITY

And

**CANADIAN UNION OF
PUBLIC EMPLOYEES
AND ITS LOCAL 2424
(KNOWN AS THE
CARLETON UNIVERSITY SUPPORT
STAFF ASSOCIATION)**

For the Period

April 1, 1996 to June 30, 1997

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This Agreement made this ninth day of October 1996

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 amended from time to time by agreement of the parties and as set out in Appendix A.

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 comprises 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) plus continuing employees and replacement employees replacing continuing employees who work less than thirty-five (35) hours in a week but seventeen and a half (17½) hours or more.

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 (Finance and Administration) or her/his designate and on 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.

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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 not be treated as internal candidates under Article 12 after one year of continuous employment, until July 1, 2001.

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. For the purposes of the Supplementary Medical Insurance and Dental Plans, for special and bereavement leave, and for waiver of tuition fees, spouse shall include a person of the same sex as the employee with whom the employee has been cohabiting in a common-law relationship for a period of at least one (1) year.

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 he/she 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 employee's employment due to lack of work.

Promotion

Shall be defined as the advancement of an employee from a lower classification level to a higher classification level through internal job competition.

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), race, national origin, political or religious affiliation or belief, sex, sexual orientation, or marital or family status, in relation to salaries, fringe benefits, appointments, promotion, suspension, confirmation of appointment, 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 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.

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**

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 --

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

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

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 lock-outs 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 view 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 failing 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

10.01 The probationary period for new continuing, term, and replacement 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.

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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

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.

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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.

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.

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.

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11.05 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) 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 he/she attained such status. In addition, he/she shall be credited with seniority accumulated as a part-time employee.

ARTICLE 12

PROMOTIONS, TRANSFERS AND STAFF CHANGES

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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.

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 internal applications for such posted vacancy shall be considered. All qualified internal applicants shall be interviewed before external candidates are considered.

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; and skill. Where these factors among two or more competitors for the vacancy are equivalent, relative length of service with the Employer (seniority) shall govern. The above factors shall be considered and applied fairly.
- (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.

12.07 When promoted or transferred, the employee shall be on a training period of three (3) months, except that this training period may be reduced to a period of not less than one (1) month. If the employee finds the job unsatisfactory or is unable to meet the basic job requirements, he/she 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 he/she 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 extended 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 he/she 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 not apply to temporary, replacement and term employees after one year of continuous employment, until July 1, 2001.

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 her/his supervisor and the appropriate Dean or Director.

13.03 The formal notice of redundancy from the Vice-President (Finance & 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 he/she was at the same level as the redundant position for as long as he/she 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 he/she 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 he/she is qualified to perform the work.

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:

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| (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; |
| (9) 4 years service or less: | 1 month 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, he/she 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 he/she 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 he/she 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.

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.

13.19 Laid-off employees shall remain on lay-off status for 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

DISCIPLINE, SUSPENSION AND DISCHARGE

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

14.02 An employee shall have the right to have a **Union Representative or Zone Representative** present at any meeting between a **representative** of the Employer and the employee called expressly to **impose discipline**. Where such a meeting is to be called, the supervisor shall **so notify** the employee **in advance** of the purpose of the meeting **in order** that the employee may contact her/his **Union Representative or Zone Representative**. Where exceptional circumstances may **require** immediate imposition of discipline, the Employer undertakes to **advise the Union as soon thereafter** as possible, but **in any case** within two days.

14.03 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.

14.04 An employee, in the event of suspension or discharge, may with the support of the Union initiate a grievance at **Step 3** of the grievance procedure. Such grievance must be filed within five (5) **working** days after the suspension or discharge takes place.

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) (or 17½ hours or more for continuing employees and replacement employees replacing continuing employees) 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:

- (a) Official Employer office hours (winter 9:00 a.m. to 5:00 p.m., summer 8:30 a.m. 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.
- (b) No form of flexible hours under this Article shall be implemented without the approval of the majority of union employees in the unit.
- (c) Constraints imposed because of maintenance or building repair and construction shall be observed.
- (d) Constraints imposed by the Employer's policies of energy conservation, safety and security shall be observed.
- (e) 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. 40
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. 3/

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.

16.07 When an employee is required to work overtime for two and one-half (2½) hours or more, following the normal day's work, the Employer shall pay a meal allowance according to the rates set by the Employer, 39 09

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 to 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.

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17.02

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 \$0.70 per hour when the 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 \$1.00 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, the employee.

17.06 Employees required to work a regular shift on Saturday or Sunday will receive a shift premium of \$2.25 per hour for all hours worked.

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ARTICLE 18

CALL-BACK

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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, he/she shall continue to be paid at the overtime rate, until the commencement of her/his normal work day, when he/she shall revert to her/his normal rate of pay.

18.03 Employees in Levels 8 to 12 inclusive, unless authorized in advance by the Dean or Director, 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.

ARTICLE 19

STATUTORY AND PAID HOLIDAYS

19.01 The Employer recognizes the following days as paid holidays:
New Year's Day, Heritage Day (if proclaimed), Good Friday, *Easter Monday, Victoria Day, Dominion Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, 1/2 day before Christmas (see Article 19.06), 1/2 day before New Year's (see Article 19.06)

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19.02 When a **statutory** holiday falls on the regular day off of an employee, he/she 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.

19.03 Overtime on Statutory Holiday

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, he/she will receive a mutually convenient **alternate** day off with pay.

19.06 For the **Chrismas** 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 **½ day** before **Chrismas** and **the ½ 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**.

When **Chrismas** and New Year's **fall on the** following days the **Premium** Days and **Designated** Days will **be**:

Day	Premium	Designated
Saturday	December 27, 28, 29, 31	30
Sunday	December 26, 27, 28, 30	29
Monday	December 25, 26, 27, January 1	28, 29
Tuesday	December 24, 25, 26, January 1	27, 28, 31
Wednesday	December 25, 26, 27, January 1	30, 31
Thursday	December 25, 26, 29, January 1	30, 31, Jan. 2
Friday	December 25, 28, 29, January 1	30, 31

Please see Appendix B.

ARTICLE 20

VACATIONS

20.01 Vacation Year

For the purpose of this Agreement, the vacation year shall mean the twelve (12) month period inclusive from the date of hire.

20.02 Vacation Schedule for First Year of Service

Each employee shall receive the following annual leave with the right to take days as they are accumulated.

Levels two (2) to seven (7)1.25 days per month
Levels eight (8) and higher1.83 days per month

20.03 Annual vacation shall be earned at the rate of 1/12 of the employee's annual vacation entitlement: such vacation entitlement will be calculated, according to number of years service from date of hire, as follows:

1-4 years service	15 working days	1.25 days per month
5 years service	16 working days	1.33 days per month
6 years service	17 working days	1.42 days per month
7 years service	18 working days	1.50 days per month
8 years service	19 working days	1.58 days per month
9 years service	20 working days	1.66 days per month
10 years service	21 working days	1.75 days per month
14 years service	22 working days	1.83 days per month
15 years service	23 working days	1.92 days per month
16 years service	24 working days	2.00 days per month
17 or more years service	25 working days	2.08 days per month

On an employee's 25th anniversary date, he/she shall be granted an additional 10 working days leave with pay that year only.

20.04 Employees in levels 8 to 12 inclusive shall receive twenty-two working days vacation up to 14 years of service and shall receive twenty-five working days vacation after 14 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 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.

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

20.08 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.

20.09 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.

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

20.11 Accrual of Vacation Leave

1. While an employee is **on** leave without pay, he/she will **not** accrue annual leave.
2. **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**.

20.12 **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.

20.13 Vacation Flexibility

After the first year of **service**, each employee may **have** advanced **to her/him** such amount of vacation as would accrue until **the** next 30 June.

ARTICLE 21

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 **injured** 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-half (1 1/2) days for **every** full

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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 half (1½) 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 year's 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 Upon return to work following sick leave or long term disability leave the employee is again eligible for the sick leave bank of 130 days. In the case of a recurrence of the same illness or injury which required the original sick leave or long term disability leave, the employee shall be entitled to the lesser of 130 days or the period of time required to serve the waiting period for long term disability benefits.

21.05 The employee must satisfy the Employer that he/she is ill and unable to work. An employee may be required to bring in a medical certificate from a physician for an illness in excess of five (5) consecutive working days or after seven (7) days of uncertified sick leave during the period 1 July and 30 June.

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 five days or less, employees may be required to keep their supervisor informed on a daily basis. In a case of anticipated absence of more than five (5) days, employees may be required to keep their supervisors informed on a weekly basis. Failure to comply with this provision may result in disciplinary action.

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**OTHERLEAVE****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

(a) The Employer will allow up to five (5) 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, grandparent of the employee. ~~father-in-law~~, mother-in-law.

(b) ~~The~~ Employer will allow up to ~~three~~ (3) working days off without ~~loss~~ of pay in the case of the death of an employee's sister-in-law, ~~brother-in-law~~, son-in-law, or daughter-in-law.

(c) If, during her/his vacation period, an employee ~~is~~ bereaved in circumstances under which he/she would have been eligible for leave under this Article, he/she 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

(a) The Employer shall grant ~~seventeen weeks~~ parental leave on ~~request~~ for the care of a newly born or adopted child.

A Continuing Employee who ~~returns~~ to work from parental leave shall be returned to the position held prior to the leave. A Term Employee who ~~returns~~ to work from parental leave shall ~~be returned~~ to the position held prior to ~~the~~ leave provided the expiry date of the leave does ~~not~~ exceed ~~the~~ specified termination date of the term appointment. A Replacement Employee who ~~returns to work from parental~~ leave shall be ~~returned to the~~ position held prior to ~~the~~ leave provided that ~~the~~ Continuing or Term Employee who was being replaced ~~has~~ not returned to ~~the~~ position. A Temporary Employee who returns to work from parental leave shall ~~be returned~~ to the position held prior to the leave provided that ~~the work of the~~ position still exists.

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

(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.

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- (2) for each of the fifteen (15) weeks where the employee receives E.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 E.I. benefits, supplementary University payments and other employment earnings) exceeds 95% of normal weekly earnings.
- (d) Supplementary parental leave payments shall not be made by the University,
- (1) beyond an employment termination date;
 - (2) should Human Resources Development Canada disqualify the employee from receiving E.I. parental leave benefits; or
 - (3) unless the employee is a continuing or term employee who has at least six (6) months service.
- (e) Should Human Resources Development Canada eliminate or reduce the payment of E.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 E.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 he/she is on parental leave. The employee shall not accrue vacation leave credits for the period of parental leave.
- (h) An employee on approved parental leave shall accrue seniority.
- (i) Upon request, an employee on maternity or adoption leave shall be granted a further leave of up to 35 weeks without pay. 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 her/his former position. 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

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 E.I. adoption leave payments. Adoption leave is available to men and women who have at least twenty weeks of continuous employment prior to the date of adoption.

22.05 Special Leave

(a) Special leave with pay to a maximum of six (6) working days per year will be granted to employees as follows:

Illness in the employee's household and/or immediate family Up to 5 days per occasion

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

Medical, dental and legal appointments for the employee or her/his immediate family requiring absence from work 1/2 day per occasion

Moving of a household 1 day per occasion

Preparation for or writing an examination for a credit course 1/2 day per occasion

Marriage up to 4 days at the employee's discretion

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Birth of a child (for spouse) up to 5 days per occasion

6/3/08

Immediate family for this article is defined as the employee's spouse, parents, grandparents 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 for the employee or for her/his immediate family 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

An employee may apply for a leave of absence without pay for personal reasons other than illness, providing he/she 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.

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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 he/she 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

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.

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.

22.11 A new continuing employee shall, within four weeks of her/his appointment date, be allowed, with appropriate notice to her/his supervisor, up to one hour with pay to meet with Union representatives, as part of her/his orientation.

ARTICLE 23

COURT LEAVE

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 he/she will be required to attend court and present proof of service requiring her/his attendance.

ARTICLE 24**WORKERS' COMPENSATION**

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, after consultation with the employee, shall decide the appropriate CSA level of safety for the work to be done. The employee may select the style of footwear. When the Employer arranges for a display of footwear to assist in the selection, it will endeavour to provide a wide selection of styles to choose from.

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.

6x 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.

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:

	Employee	Employer
Employees' Retirement Plan	6% of base salary	6% of base salary
Supplementary Medical Insurance (v)*	25%	75%
OHIP (c)		100%
Group Life Insurance Plan (c)	100%**	
Long Term Disability Insurance (c)	100%	100%
University Dental Plan (c)***		100%

* Effective October 9, 1996, the Supplementary Medical Insurance Plan will provide for a maximum dispensing fee, and compulsory generic drugs if available and if their use is not countermanded (Letter of Understanding #2).

Effective July 1, 1997, new retirees will share the cost of the premium for Supplementary Medical Insurance with the Employer, at the same rate as employees.

** Effective October 9, 1996

*** Effective 1 March, 1990, the Dental Plan will be improved to include 80% reimbursement of expenses of eligible major restorative treatment to a maximum of \$1,000 per insured person per calendar year, plus 50% reimbursement of expenses of eligible orthodontic treatment to a lifetime maximum of \$1,000 per insured person.

Effective October 9, 1996, based on the preceding years ODA schedule of fees. The Dental Plan will provide for check-up every nine months.

- (c) compulsory
- (v) voluntary

Plan	Eligible 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
Supplementary Medical Insurance	Full time and part time continuing employees Term employees -- full and part time
OHIP	All employees
Dental Plan	All employees
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, he/she 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 coverage of the Group Life, Supplementary Medical Insurance, Long Term Disability and Dental 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 Athletic 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 a continuing employee dies in service, the individual who is designated as the employee's beneficiary under the Group Life Insurance Plan shall receive a cheque in the amount of two months gross salary from the Employer. Should the employee have designated her/his estate as the beneficiary, the next of kin shall receive the cheque.

27.10 Retirement

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 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 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 development needs and proposed or contemplated programs.

28.03 Time Off to attend Credit Courses

Employees may make application to the department head with a copy to the Personnel Department Staffing and Staff 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.

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

28.05 Career Development

(a) Career Development is defined as:

- (i) those activities designed to prepare an employee for another position within the University; or
 - (ii) those activities which may increase the ability of an employee to meet potential requirements of the Employer.
- (b) Career development is the responsibility of the employee. The Employer will endeavour to support the training and development needs of the employee to meet her/his career goals within the University.

An employee may apply for financial assistance for career development. Employees must make application and receive approval for funding of the course from the Personnel Department prior to registration.

- (c) The Employer shall contribute to the Union Career Development Fund the amount of \$15,000 as of 1 July 1990, \$18,000 as of 1 July 1991 and \$20,000 as of 1 July 1992, for employees who request financial assistance for career development. The Fund shall be administered by the University Personnel Department under the guidelines which are appended to this Agreement.

The Employer will provide the Union with quarterly statement.. These statements will include the names, classifications, departments and activities requested for all applicants. Amounts allocated for all selected applicants shall also be included.

- (d) If the employee requests time away from normal work hours to attend the course, he/she must obtain approval for absence from work of the department head in advance. The department head will take into account operational requirements. Approval will not be unreasonably withheld.

28.06 This Article does not apply to job-related training, which is the responsibility of the Employer through the individual departments.

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 he/she registers, he/she 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 he/she 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 he/she 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.

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.

20/1/21

ARTICLE 31

BULLETINBOARDS

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 Committees:

- Employee Assistance Program Committee
- Food Services Committee
- Occupational Health and Safety Committee
- Parking Committee
- Pension Committee
- Presidential Advisory Committee on Personal Safety
- Presidential Advisory Committee for the Status of Women
- Union Management Employment Equity 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.

37.02 An employee shall have the right to examine her/his Personnel File during normal business hours, with the provision that any confidential letters of recommendation received prior to ratification of the 1989 Collective Agreement 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 documents 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. Documents of censure, reprimand, or criticism which are two or more years old shall be removed from the employee's Personnel File and shall not be considered in connection with any disciplinary action or promotional opportunity.

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.

ARTICLE 39

TECHNICAL INFORMATION

39.01 Notwithstanding Article 37, Clause 37.01, 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 may reasonably be required, which is necessary for the collective bargaining process and/or the administration of the Collective Agreement.

ARTICLE 40

OFFICIAL UNIVERSITY CLOSURE

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. (These 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 Resident 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+

Salary Ranges as of July 1, 1992:

Rate

Level	Increm.	Step 1	Step 2	Step 3	Step 4	Job Rate
2R	524	20686	21210	21734	22258	22782
3R	570	22518	23088	23658	24228	24798
4R	620	24466	25086	25706	26326	26946
5R	672	26536	27208	27880	28552	29224
6R	753	29721	30474	31227	31980	32733
7R	813	32101	32914	33727	34540	35353
8R	913	36035	36948	37861	38774	39687
9R	1021	40329	41350	42371	43392	44413
10R	1147	45272	46419	47566	48713	49860
11R	1271	50158	51429	52700	53971	55242
12R	1361	53738	55099	56460	57821	59182

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, E.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 Direct deposit of pay will be mandatory for all employees.

42.05 For the purposes of calculating overtime, the straight time hourly rate is computed by dividing 1820 into the annual salary; e.g. \$20,686 divided by 1820 = \$11.37 per hour. The rate for part-time employees shall be based on the employee's expressed hourly rate.

42.06 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.

42.07

- (a) Employees will be eligible for a step increase on the anniversary of their appointment to the level, unless denied as per 42.07(b) to the point where the employee's salary is at the range maximum.
- (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.

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

ARTICLE 43

JOB CLASSIFICATION

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, he/she 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, he/she 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, he/she 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 thirty (30) working days (and 40 days as of 1 July, 1991) 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 (Finance & Administration)
Carleton University
1125 Colonel By Drive
Ottawa, Ontario
K1S 5B6

and a copy to:

The Director of Personnel
Carleton University
1125 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, 1125 Colonel By Dr.
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 addressee 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 salary ranges effective July 1, 1992 will be maintained for the duration of the contract.

ARTICLE 48**HARASSMENT**

48.01 Harassment of any employee is recognized as a form of discrimination and may be the subject of grievance using the procedures set out in Article 9.

For purposes of this Article, harassment is defined under two headings, sexual harassment and personal harassment.

48.02 Sexual Harassment

(a) *Sexual Harassment by an Individual:* Sexual harassment may occur irrespective of gender and is:

- (1) unwanted attention of a sexually oriented nature, made by a person who knows or ought reasonably to know that such attention is unwanted; and/or
- (2) an implied or expressed promise of reward for complying with or submitting to a sexually oriented request or advance; and/or
- (3) an implied or expressed threat of reprisal for not complying with or submitting to a sexually oriented request or advance.

(b) *Hostile Environment:* Sexual harassment may also be engaging in a course of sexual comment or conduct that is known or ought reasonably to be known to be unwelcome. This form of sexual harassment may affect individuals or groups. It may be based on gender or sexual orientation. It may take the form of excluding an individual or a group from rights and/or privileges to which they are otherwise entitled.

48.03 Personal Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

48.04 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.



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

48.06 Any employee who ~~chooses~~ to make use of any or all of ~~the~~ Employer's sexual harassment policy shall not, by such ~~use~~, be prevented ~~from~~ filing a grievance at any time prior to ~~agreeing to~~ any mediated ~~settlement~~ under that policy. ~~The time~~ limit for ~~filing~~ such a grievance under Article 9 will ~~be~~ extended by whatever amount of time is required to process the complaint ~~and~~ reach a ~~decision~~ under the Employer's policy.

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

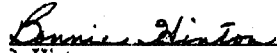
50.01 All provisions of this Agreement shall become ~~effective~~ on April 1, 1996 and shall remain in full force and effect until June 30, 1997.

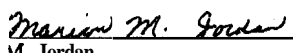
50.02 If either party desires to bargain with a view to ~~renewal with~~ or without modification of this Agreement, or to the ~~making~~ of a new Agreement, such party shall, 90 days before June 30, 1997, give written ~~notice~~ to the other party of ~~such~~ desire.

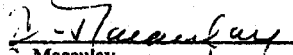
50.03 Such notice shall, as far ~~as~~ possible, list ~~the~~ ~~subject~~ matter of ~~the~~ proposed changes or modification. ~~Both~~ parties shall have ~~the~~ right to alter the said list ~~before~~ and during bargaining.

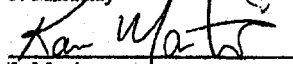
50.04 In Witness Therefore the Parties hereto have this 3rd day of March, 1997 executed this Agreement by the hands of their proper signing officers.

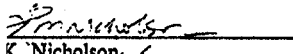
for CUPE 2424

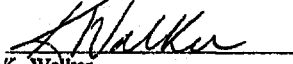

B. Hinton


M. Jordan


C. Macaulay



K. Martin

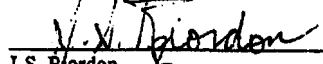

K. Nicholson



K. Walker



W. Thomas

for Carleton University


R. Van Loon


J.S. Gordon


D. Sterritt


C. Bartley


V. Chapman

LETTER OF INTENT #1**R E 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.

LETTER OF INTENT #2

R E AMENDMENTS TO PENSION BENEFITS

The parties agree that early retirement is mutually beneficial and they shall therefore refer the matter of improvements to the benefits of the Carleton University Pension Plan to the University Pension Plan Committee, through the Union's Representative on that Committee and the Director of Personnel.

For Carleton University

For Canadian Union of Public Employees
and its Local 2424

Robin H. Farquhar

W.A. Long

C. Watt

A. Lepine

C. Bartley

Francine Mailhot

M. Marshall

Karen Martin

R. Lahey

S. Richer

L. Rossman

B. Hinton

26 September, 1990

LETTER OF INTENT #3

The Employer commits to abide by the decision of the Employment Standards Branch in the matter of overtime for levels 8 to 12, and to make any payment necessary retroactive to 1 July, 1990.

For Carleton University

For Canadian Union of Public Employees
and its Local 2424

Robin H. Farquhar

W.A. Long

C. Watt

A. Lepine

C. Bartley

Francine Mailhot

M. Marshall

Karen Martin

R. Lahey

S. Richer

L. Rossman

B. Hinton

26 September, 1990

LETTER OF UNDERSTANDING #1

The Employer agrees to include in the bargaining unit all continuing part time employees who work 17.5 hours or more 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.

LETTER OF UNDERSTANDING #2

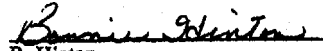
BETWEEN

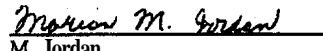
CARLETON UNIVERSITY AND CUPE 2424

The parties agree to set up a committee to establish an appropriate ~~maximum~~ for the dispensing fee and to work together to identify other possible cost containment initiatives in the area of benefits.

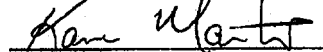
for CUPE 2424

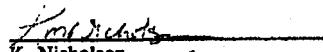
for Carleton University



B. Hinton


M. Jordan


C. Macaulay


K. Martin


K. Nicholson


K. Walker


W. Thomas


V. Chapman


D. Sterritt

March 3, 1997

APPENDIX A**CARLETON UNIVERSITY****A Description of****The Canadian Union of Public Employees, Local 2424****Bargaining 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, save and except all continuing employees and replacement employees replacing continuing employees who are employed for 17.5 hours per week or more;

(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 B

DECEMBER							JANUARY		
24	25	26	27	28	29	30	31	1	2
	Sat	Sun	P.D. (C)	P.D. (B)	D.D. (½, ½)	D.D.	P.D. (NY)	Sat	Sun
Sat	Sun	P.D. (C)	P.D. (B)	P.D. (½, ½)	D.D.	P.D. (NY)	Sat	Sun	
Sun	Mon P.D. (C)	P.D. (B)	P.D. (½, ½)	D.D.	D.D.	Sat	Sun	Mon P.D. (NY)	
P.D. (½, ½)	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. (½, ½)	Sat	Sun	D.D.	D.D.	Wed P.D. (NY)	
	Thurs P.D. (C)	P.D. (B)	Sat	Sun	P.D. (½, ½)	D.D.	D.D.	Thurs P.D. (NY)	D.D.
	Fri P.D. (C)	Sat	Sun	P.D. (B)	P.D. (½, ½)	D.D.	D.D.	Fri P.D. (NY)	Sat

(C) Christmas Day
 (B) Boxing Day
 (½, ½) ½ day before Christmas
 ½ day before New Year
 (NY) New Year's Day
 P.D. Premium Day
 D.D. Designated Day

APPENDIX C

**MEMORANDUM OF AGREEMENT RE VIDEO DISPLAY TERMINALS
IN THE WORKPLACE
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS 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. ⁶⁷²¹

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

Sylvia Gruda

Sandra Bauer

D.P. McKenna

D. Ellison

Date January 21, 1987

For the Employer

T.J. Ryan

C.A. Fleck

E.A. Gilchrist

C. Bartley

C.G. Watt

NOTE

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

APPENDIX D

MEMORANDUM OF AGREEMENT
 BETWEEN
 CARLETON UNIVERSITY
 AND
 CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2424
 RE: GUIDELINES FOR ADMINISTRATION OF THE UNION CAREER
 DEVELOPMENT 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 September 1, 1987.

GUIDELINES**LOCATION**

Courses and seminars may be held in Ottawa or in other cities during normal working hours or on weekends or evenings. Every attempt will be made to secure appropriate training in the Ottawa area.

APPLICATION PROCEDURES

1. Employee makes application to the Personnel Department Staffing and Staff Development Section for funding to attend a course or seminar intended for career development.
2. A request for funding may be made by sending a completed CUP-1 form (Request for External Training) to the Personnel Department, Staffing and Staff Development Section. The Personnel Department must approve the application prior to the start of the course or seminar.
3. (a) Requests will be reviewed with funding granted on the basis of relevance and future availability of the course or seminar and the applicant's background. Alternate initiatives may be suggested by the Personnel Department.
 (b) Where two or more applicants are eligible, and funds are limited, seniority shall be the deciding factor.

NOTES

1. Applications will be reviewed as they are received. Every effort will be made to respond to requests within ten (10) working days.

2. **At least one-quarter of the annual allocation will be reserved for disbursement in the period following January 1 of each year.**
3. **Any money not used by the end of the year will be carried over to the next year.**
4. **Employees will be required to submit a completed course evaluation form within two weeks after taking any course or seminar.**
5. **Travel expense reports must be submitted with receipts to the Personnel Department, Staffing and Staff Development Section within two weeks of the employee's return to regular duties after taking the course or seminar.**
6. **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.**
7. **Amount to be disbursed from the Career Development Fund is not to exceed one thousand dollars (\$1,000.00) per employee per year without the prior agreement of J.C.A.A. (An employee has the option to pay the difference if a more expensive course is approved by the Personnel Department.)**
8. **These guidelines may be reviewed at the request of either party.**

EXPENSES

The following expenses may be eligible for full or partial funding (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 accommodations required.**
4. **Reasonable meal allowance.**
5. **Tuition.**
6. **Compulsory textbooks.**

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

Dated this 28th day of March, 1990.

For Carleton University

R.H. Farquhar

C.G. Wan

J. Bartley

M. Marshall

K. McGillivray

L. Lahey

**For Canadian Union of Public Employees
and its Local 2424**

W. Long

K. Martin

S. Richer

S. Bauer

B. Hinton

B. Winer

M. McDonald

APPENDIX E

**MEMORANDUM OF AGREEMENT
BETWEEN
CARLETON UNIVERSITY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2424
RE: JOINT JOB EVALUATION**

The parties agree that they shall form a committee to discuss and examine the development of a joint job evaluation program. This committee shall report its findings and make its recommendations to its respective principals through the Joint Committee for the Administration of the Agreement.

The parties also agree that any joint job evaluation program which may be developed shall include a dispute resolution mechanism which would have, as its final measure, the intervention of a third party whose decision would be final and binding on the parties.

Dated this 26th day of September, 1990.

For Carleton University

Robin H. Farquhar
C. ~~Watt~~
C. Bartley
M. Marshall
R. Lahey
L. Rossman

**For Canadian Union of Public Employees
and its Local 2424**

W.A. Long
A. Lepine
Francine Mailhot
Karen Martin
S. Richer
B. Hinton

26 September, 1990

APPENDIX F**LETTER OF UNDERSTANDING****RE: REDUCED TIME APPOINTMENTS**

This letter of understanding is made between Carleton University and the Canadian Union of Public Employees and its Local 2424 this 26th day of September, 1990.

1. A continuing employee who has completed one year of service may request a reduced-time appointment providing he/she makes a written request to the department head, with a copy to the Union, and subject to the approval of the Director of Personnel. Permission for such leave of absence shall be subject to operational requirements provided satisfactory arrangements can be made, if necessary, under 8 below. Permission shall not be unreasonably withheld.
2. A reduced time appointment may be for less than 12 months per year, or for less than 35 hours per week, or both. It may not, however, be for less than 910 hours per year, or for less than 17.5 hours per week. The salary paid shall be prorated.
3. The reduced time appointment may be terminated at any time by the employee following twenty working days' notice or by the department head following forty working days' notice.
4. Accumulation of seniority will be the same as for regular part-time employees.
5. Overtime for reduced time employees will be the same as for regular part-time employees.
6. Eligibility for paid leave will be the same as for continuing part-time employees.
7. Provided the Employer incurs no unusual expense as a result of the reduced time appointment, the Employer will pay the normal cost sharing premium for dental premiums and EHC premiums yearround. The Employer's contribution to the retirement plan and premiums for group life and long term disability will be based on actual salary.
8. If the employee cannot carry the full workload, the matter of benefits will be discussed in the Joint Committee to Administer the Agreement. Should the Employer have to hire another employee to carry out the balance of the work, the Joint Committee to Administer the Agreement will discuss, if necessary, special arrangements concerning the status of the employee.

APPENDIX G**MEMORANDUM OF AGREEMENT**

BETWEEN

CARLETON UNIVERSITY AND CUPE 2424

RE: VOLUNTARY REDUCTION PROGRAM

This Memorandum of Agreement is without precedent or prejudice.

The parties agree that an offer for consideration under the Voluntary Reduction Program will be sent to all CUPE 2424 employees with more than 12 months service as a continuing employee, except to employees on long term disability, and that the parties will be bound by the terms of the program.

An employee who accepts either the Early Retirement or the Voluntary Separation option will give up all rights under Article 13 of the collective agreement.

The Employer will provide a copy of an employee's application under this program to the Union in a timely manner.

In the event the Employer determines that an offer of early retirement or voluntary separation can be accepted only if another employee is transferred into the work unit, no transfer will take place without the approval of CUPE 2424.

This Memorandum of Agreement will remain in effect until December 31, 1996, and may be extended by agreement of the parties, if necessary.

March 3, 1997

For the Union:

Bonnie Hinton

Maxine M. Jordan

For the Employer:

[Signature]

[Signature]

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