

# **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*

*July 1, 2007 to June 30, 2010*

**05304 (12)**

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**RE: Parity Committee to Discuss Sick Leave for Employees Age 65 and Over**

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This Agreement made this 20th day of September 2007

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 engaged by the respondent in the City of Ottawa in clerical, technical, administrative and service duties, save and except:

- (i) all persons presently in bargaining units for which any trade union holds bargaining rights including the Carleton University Academic Staff Association, the Canadian Union of Public Employees, the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, the Industrial Workers of the World and their respective successors;
- (ii) all employees on appointments not paid from Employer operating or ancillary funds including grant appointees, persons employed by student associations, faculty club staff, and persons employed by other third parties who provide contract services for the Employer;
- (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, Human Resources 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, 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.

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

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

**1.04 No Other Agreements**

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

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

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

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

**ARTICLE 2**

**PREAMBLE**

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

**ARTICLE 3**

**DEFINITIONS**

**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,

**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 **(17%)** 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 one in which no termination date is stated.

**Term Employee**

An employee appointed by the Employer to a term position to perform work which has been designated by the Employer as non-continuing in nature, 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 for the Administration of the 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 13 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 for the Administration of the 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 13, 22.05(b), 27 -- except as noted, 28, 42 -- except as noted and 43.

**Casual 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 for the Administration of the 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 13, 22.05(b), 27 -- except as noted, 28, 42 -- except as noted and 43.

**NOTE:**

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

**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.

**Spouse**

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

**Designated Bulletin Boards**

Shall include those bulletin boards referred to in Article 31.

**Human Resources**

Refers to Carleton University's Human Resources Office.

**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 and responsibility 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, colour, place of origin, 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 Check-Off Payments**

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

#### **6.02 Dues -- Rates and Remittance**

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

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

**6.03 Information Concerning Employees**

The Employer shall make available monthly to the Union an electronic 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. The official version of the electronic list will be the one supplied by the Employer to the Union.

**6.04 Dues Receipts**

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

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

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

**ARTICLE 7**

**STRIKES, LOCK-OUTS**

**7.01** There shall be no strikes or 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 and network connection 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 Group Grievance**

Any dispute affecting a group of employees which is taken up on their behalf by the Union constitutes a Group 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. The Union shall at all times keep the Employer informed as to the individual membership of the Committee and the name of the Chair 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, provided no more than five (5) employees are absent from their normal duties at any time.

**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 Human Resources 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 manager, an employee shall be permitted the 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 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 Human Resources.

**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 Policy grievance shall proceed directly to the third (3rd) step of the grievance procedure and shall be delivered to the Director of Human Resources 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 Article 9.13.

(ii) When an employee grieves an internal job competition outside her/his present department, the grievance shall be introduced at Step Two (2) of the grievance procedure to the hiring Department Head 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.

(d) A Group grievance shall proceed directly to the second (2<sup>nd</sup>) step of the grievance procedure and shall be delivered to the Department Head within fifteen (15) working days of when the incident giving rise to the grievance would reasonably have been known to the Union. A copy of the grievance shall be submitted to the Director of Human Resources. In the case of a Group grievance involving employees from more than one department, the grievance shall proceed directly to the third (3<sup>rd</sup>) step of the grievance procedure and shall be delivered to the Director of Human Resources within fifteen (15) working days of when the incident giving rise to the grievance would reasonably have been known to the Union.

**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 Human Resources within five (5) working days of when the incident giving rise to the complaint would reasonably have been known to the employee. If the immediate supervisor is in the bargaining unit, the grievance shall be made to the manager, or if the manager of the supervisor is the head of the department, step 1 shall be omitted and the grievance shall proceed directly to the head of the

department at step 2. The grievor and a Union representative shall meet with the supervisor within five (5) working days to discuss the grievance and seek a settlement. The supervisor/manager may arrange for an Employer representative to be present at the meeting. 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 Human Resources.

### **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 and Human Resources 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 Human Resources 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. The supervisor/manager may arrange for an Employer representative to be present at the meeting. 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 Human Resources.

### **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 Human Resources within five (5) working days of receipt of the decision of the department head. The Grievance Committee or representatives of the Grievance Committee shall meet with a representative of the Human Resources Department and the Director of Human Resources 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 Human Resources 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 Human Resources 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 Human Resources 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 and term employees in the bargaining unit shall be six (6) months of service. No sooner than 3 months from the date of appointment but no later than 6 months, the Employer will carry out a Probationary Review. The results of the probationary review will be given to the employee in writing. The Employer will confirm the employee into her/his position, terminate the employee, or, with mutual consent of the Joint Committee for the Administration of the Agreement, extend the probationary period for up to an additional 3 months.

**10.02** If the probationary period is extended, the manager will develop a remedial training plan for the employee. During, or by the end of the extended probation period, the Employer will confirm the employee into her/his position, or terminate the employee.

**10.03** 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 Human Resources Department will advise the Union when a probationary employee is terminated.

**10.04** 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. Notwithstanding the foregoing, effective June 1, 2005, seniority as referred to in this Agreement shall henceforth accumulate on the basis of continuous service within the bargaining unit.

**11.02** Seniority for all employees shall commence from the first day of continuous service within the bargaining unit provided that the employee has successfully completed the probationary period and shall cease when an employee's employment with the Employer is terminated. Term and replacement employees will be credited with seniority for time in the service of the Employer provided there are no breaks in service of greater than one (1) month duration. An employee who transfers outside the bargaining unit will retain seniority held at the time of transfer and in the event he/she returns to the bargaining unit will resume accumulation of seniority as of the date they return to the bargaining unit.

**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 seniority held by each bargaining unit employee. An up-to-date electronic seniority list shall be sent to the Union on February 01 and August 01 of each year. The official version of the electronic list will be the one supplied by the Employer to the Union.

**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.

**11.06** No employee shall be transferred outside the bargaining unit without his/her consent.

## **ARTICLE 12**

### **PROMOTIONS, TRANSFERS AND STAFF CHANGES**

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

**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** Applications for such posted vacancies shall be considered in the following order: first, continuing employees within the bargaining unit; second, non-continuing employees within the bargaining unit. All internal applications for each level of priority shall first be considered before proceeding to the next level of priority. 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 from a continuing or term position, 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 Human Resources 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%, provided such increase does not exceed the maximum of the salary range of the higher classification; or
  - (iii) where a 5% salary increase results in a salary between range steps, the next higher step in the salary range.
- (b) When an employee on an approved assignment in a position 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 at the job rate 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%, provided such increase does not exceed the maximum of the salary range of the higher classification; 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.

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

## **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, the appropriate Dean or Director and a representative of the employer and the union.

**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. The reasons for the redundancy and the plan for what will happen to the duties of the redundant position will be provided in writing to the employee and the union.

**13.04** When a position has not been identified for the employee, a redeployment committee will be established within two weeks of the position being declared redundant under Article 13.02. This committee will be made up of two representatives of the Union and the Employer.

**13.05** The purpose of the redeployment committee will be to assist the Employer and the employee in the redeployment of the employee by identifying, over a period of two months, if necessary:

- a) possible placements due to pending retirements over the next twelve (12) months;
- b) possible placements due to present and anticipated vacancies;
- c) the skills and abilities and qualifications of the employee; and
- d) retraining needs of and opportunities for the employee.

During the redeployment period, either party may convene a meeting of the committee with five (5) days written notice.

The parties agree that the decision to declare an employee redundant and to lay off an employee rests with the employer.

**13.06** 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.

**13.07** 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.

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

**13.09** 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.

**13.10** 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%, provided such increase does not exceed the maximum of the salary range of the higher classification; or



(c) where a 5% salary increase results in a salary between range steps the next higher step in the salary range.

**13.11** 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 13.14 below.

**13.12** Subject to 13.05, where no vacancy for which the employee is qualified occurs, notice of lay-off may be given.

**13.13** 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.

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

- (a) more than 12 years service: 6 months formal notice, or pay in lieu **of**;
- (b) more than 10 years service: 5 months formal notice, or pay in lieu **of**;
- (c) more than 8 years service: 4 months formal notice, or pay in lieu **of**;
- (d) more than 6 years service: 3 months formal notice, or pay in lieu **of**;
- (e) more than 4 years service: 2 months formal notice, or pay in lieu **of**;
- (f) 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.

**13.15** 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.

**13.16** 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.

**13.17** 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.

*13.18* Employees shall be recalled in order of seniority.

*13.19* 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.

*13.20* Notice of recall shall be by registered letter to the last address supplied to Human Resources. 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.

*13.21* Laid-off employees shall remain on lay-off status for one year or until a recall notice is accepted, whichever occurs first.

*13.22* This article does not apply to term, replacement or casual 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*

(a) Any discipline against a union member must be made to the employee in person, at a meeting, where practicable. 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.

(b) Where such a meeting is to be called for the express purpose of imposing discipline, 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. 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 a Union Representative or Zone Representative is not available within two working days of notification of the employee, the Employer shall be entitled to conduct the meeting in the absence of the Union Representative or Zone Representative. Permission for a Union Representative or Zone Representative to attend such a meeting shall not be unreasonably denied.

*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.

**14.05** 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 Employee File and shall not be considered in connection with any disciplinary action or promotional opportunity.

## **ARTICLE 15**

### **HOURS OF WORK**

**15.01** The normal work week 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. The normal lunch break shall be one hour between the hours of 11:30 a.m. and 2:00 p.m. or at the mid-point of a shift. Lunch breaks may span a minimum of one-half hour and a maximum of one and one-half hours, subject to the approval of the manager.

**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 (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. The employee(s) has the right to have Union representation in these discussions. If no agreement is possible, either party may present its position to the Joint Committee for the Administration of the Agreement 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 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. Part-time employees shall qualify for overtime after thirty-five (35) hours work per week.

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

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

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

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

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

**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 at the rate of \$10.00.

**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** Employees must be authorized in advance by the manager to work overtime, and compensation shall be arranged with the employee's manager at the time the overtime is assigned, in time off or pay.

## **ARTICLE 17**

### **SHIFT WORK**

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

- (a) Day shifts shall be those shifts in which the major portion of hours worked occurs between 7:00 a.m. and 6:00 p.m.
- (b) Evening shifts shall be those shifts in which the major portion of hours worked occurs between 3:00 p.m. and 12 midnight.
- (c) Night shifts shall be those shifts in which the major portion of hours worked occurs between 11:00 p.m. and 8:00 a.m.

#### **17.02 Shift Differential**

The Employer shall pay a shift premium when the major number of hours worked in a day falls between 3:00 p.m. and 8:00 a.m. Shift premiums shall not be paid where overtime rates apply nor shall more than one shift premium apply at any given time. 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 \$0.90 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 \$1.25 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.

**17.07** The Employer shall post shift schedules at least twenty-one (21) calendar days in advance.

## **ARTICLE 18**

### **CALL-BACK AND STAND BY**

**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 at time and one-half 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** An employee is considered to be on stand-by if he/she is required by the Employer to be accessible by telephone and/or pager and is available and able to report to work at all times throughout the standby period.

**18.04** An employee shall be paid 15% of her/his hourly wages for those hours when he/she is authorized in advance by the manager to be on stand-by.

**18.05** The Employer shall post the stand-by schedule a minimum of two weeks in advance of an employee's shift. Placing an employee on the posted schedule constitutes authorization for a call-back.

**18.06** Employees shall not be required to be on stand-by during scheduled leave.

**18.07** All employees shall have a minimum of seven (7) consecutive days per month exempt from stand-by duty.

**18.08** When an employee on stand-by is called back to work, he/she will be compensated in accordance with article 18.01 of this agreement, and will not receive stand-by pay for the duration of the call-back.

## **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, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, ½ day before Christmas (see Article 19.06), ½ day before New Year's (see Article 19.06)

**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 Christmas period each year there will be Premium Days and Designated Days off with pay. Employees scheduled to work on those days identified as Premium Days will be paid in accordance with Article 19.03. The ½ day before Christmas 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 Christmas and New Year's fall on the following days the Premium Days and Designated Days will be:

<b>Day</b>	<b>Premium</b>	<b>Designated</b>
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

**DECEMBER , A N U A R Y**

24	25	26	27	28	29	30	31	1	2
	Sat	Sun	P.D. (C)	P.D. (B)	P.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<br>(B) Boxing Day<br>(½, ½) ½ day before Christmas<br>½ day before New Year | (NY) New Year's Day<br>P.D. Premium Day<br>D.D. Designated Day |
|-----------------------------------------------------------------------------------------------|----------------------------------------------------------------|

**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 three (3) to seven (7) ..... 1.25 days per month
- Levels eight (8) and higher ..... 1.83 days per month



**20.03** Annual vacation shall be earned monthly 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
5-9 years service .....	20 working days .....	1.66 days per month
10-14 years service .....	22 working days .....	1.83 days per month
15 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.

**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. Such requests shall not be unreasonably denied. 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 Human Resources, 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** Employees may request and obtain information regarding annual vacation credits from Human Resources or 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 (½) 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 under quarantine by a Medical Officer of Health, or injured because of an accident which is not compensable under the Workplace Safety and Insurance 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 (1½) days for every full calendar month of service, which will be cumulative to the end of that year. A full calendar month of service is defined as more than half the normal working days of the month. If an employee requires more sick leave than is accumulated, annual leave credits or overtime credits may be applied, or leave without pay will be granted. Casual 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 years service, the sick leave bank of 130 days will not be available until the employee resumes full time employment following the illness in question.

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

## **ARTICLE 22**

### **OTHER LEAVE**

#### **22.01 Absence from Work**

- (a) No payment of salary shall be made in respect of any period during which an employee is absent from her/his duties except as expressly provided in this Agreement.
- (b) When an employee is unable, for any reason, to report for work, it is her/his responsibility to notify her/his department head or supervisor on the first day of unscheduled absence.

#### **22.02 Bereavement Leave**

- (a) The Employer will allow up to five (5) working days off without loss of pay to grieve and to handle matters related to the death of a family member or close relative.

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 or relative permanently residing in the employee's household or with whom the employee permanently resides.

- (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, daughter-in-law, aunt, uncle, nephew, niece, step-grandparent.

- (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 Pregnancy Leave**

- (a) The Employer shall grant the birth mother seventeen weeks pregnancy leave on request for the care of a newly born child provided the employee has thirteen (13) weeks of continuous employment with the University prior to the baby's expected due date.
- (b) The employee who applies for and is declared to be eligible to receive E.I. maternity benefits, is entitled to receive from the Employer while on pregnancy leave,
  - (1) for each of the two (2) weeks of waiting period provided for in the employment insurance plan, a payment equal to 95% of weekly gross salary.
  - (2) for each of the fifteen (15) weeks where the employee receives E.I. maternity benefits, complementary payments equal to the difference between 95% of weekly gross salary and the employment 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 pregnancy leave payments shall not be made by the University,
  - (1) beyond an employment termination date;
  - (2) should Human Resources and Social Development Canada disqualify the employee from receiving E.I. maternity benefits; or
  - (3) unless the employee is a continuing or term employee who has at least six (6) months service.
- (e) Should Human Resources and Social Development Canada eliminate or reduce the payment of E.I. maternity 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 pregnancy 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 maternity 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 on pregnancy leave. The employee will be credited with vacation leave credits accrued during the leave period upon the employee's return from pregnancy leave.
- (h) An employee on approved pregnancy leave shall accrue seniority
- (i) A Continuing Employee who returns to work from pregnancy leave shall be returned to the position held prior to the leave or a comparable job if that job no longer exists. A Term Employee who returns to work from pregnancy 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 pregnancy 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 Casual Employee who returns to work from pregnancy leave shall be returned to the assignment prior to the leave provided that the work still exists.

#### **22.04 Parental Leave**

- (a) Upon request, birth mothers who take pregnancy leave are entitled, upon request, to up to thirty-five (35) weeks' parental leave without pay.
- (b) Birth mothers who do not take pregnancy leave and other new parents, including adopting parents, are entitled to up to thirty- seven (37) weeks' parental leave provided they have been employed for at least thirteen (13) weeks' with the University before the commencement of the leave.
- (c) The terms and conditions that apply to supplementary pregnancy leave benefits as outlined in 22.03(b),(c),(d) and (e) will also apply to those parents who have not taken pregnancy leave and for the legal adoption of a child provided that the claimant is eligible and approved for E.I. leave payments. Replacement or casual employees are not eligible for supplementary leave benefits.
- (d) 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 applicable staff benefit plans if the employee agrees to continue paying the employee share of the premiums.
- (e) The Employer will maintain the employee's annual and sick leave credits while he/she is on parental leave. The employee will be credited with vacation leave credits accrued during the leave period upon the employee's return from parental leave.
- (f) An employee on approved parental leave shall accrue seniority.

(g) A Continuing Employee who returns to work from parental leave shall be returned to the position held prior to the leave or a comparable job if that job no longer exists. 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 Casual Employee who returns to work from parental leave shall be returned to the assignment held prior to the leave provided that the work still exists.

**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 6 days per occasion

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 ..... ½ day per occasion

Moving of a household ..... 1 day per occasion

Preparation for or writing an examination for a credit course..... ½ day per occasion

Marriage ..... up to 4 days at the employee's discretion

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

Divorce or legal separation..... up to 3 days per year

Non Christian religious observance..... up to 4 days per year

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, foster child, mother-in-law, father-in-law, or relative permanently residing in the employee's household or with whom the employee permanently resides.

(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 casual 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 Human Resources. Permission for such leave of absence shall not be unreasonably withheld.

Such leave shall not affect seniority entitlements or sick leave credits which have been accumulated. Nor shall sick leave or seniority entitlements be accrued during such periods of leave of absence without pay. The employee shall also be allowed to continue with all benefit plans provided 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 to an employee elected to a position in Local 2424, upon request, or for an employee elected to another office or position in the Union, by mutual consent. Seniority shall accrue during the employee's leave of absence. The employee shall also be allowed to continue with all the employer benefit plans in accordance with 22.06.

**22.08**

(a) Leave of absence with pay and without loss of seniority may be granted upon request to the department head and the Director of Human Resources, 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-five (35) days in any one calendar year for the entire bargaining unit.

(b) Additional leave of absence with pay and without loss of seniority may be granted after the thirty-five (35) days of paid union leave under 22.08 (a) has been exhausted provided that the Union agrees to reimburse the Employer for all pay and benefit costs during the period of leave. Requests for such leave shall be made by the Union to the department head and the Director of Human Resources. Such permission shall not be unreasonably withheld. Such additional union leave shall not exceed a total of twenty-five (25) 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.

**22.12** Members elected to hold positions on the Executive Board will be provided one hour of release time per week, as required, without loss of normal pay or benefits in order to attend meetings to conduct the business of the Union. Members elected to hold positions on the Council of Representatives will be provided two hours of release time per month, as required, without loss of normal pay or benefits in order to attend meetings to conduct the business of the Union.

**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**

**WORKPLACE SAFETY AND INSURANCE**

**24.01** All employees shall be covered by the Workplace Safety and Insurance Act. An employee prevented from performing her/his regular work with the Employer, due to an occupational accident that is covered by the Workplace Safety and Insurance Act and which occurred while employed by the Employer, shall receive from the Employer the difference between the amount payable by the Workplace Safety and Insurance 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 Workplace Safety and Insurance benefits 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 Workplace Safety and Insurance Board benefits only.

**24.02** An employee shall not be required to draw on her/his sick leave credits while eligible for Workplace Safety and Insurance benefits.



**24.03** The employer will notify the Union of the names of any members of the bargaining unit who are off work as a result of a work-related injury.

**24.04** The employer will provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the WSIB.

## **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.

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 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:

	<b>Employee</b>	<b>Employer</b>
Employees' Retirement Plan	6% pensionable earnings integrated with Canada Pension Plan	6% pensionable earnings integrated with Canada Pension Plan, plus any required contributions to the Minimum Guarantee Fund
Supplementary Medical Insurance (v)*	25%	75%
OHIP (c)		100%
Group Life Insurance Plan (c)	20%**	80%**
Long Term Disability Insurance (c)		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.

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 November 1, 2007, the Supplementary Medical Insurance Plan will include vision care, including eye exams, at 80% co-insurance to a maximum of \$250 per insured person every consecutive 24 months.

\*\* Effective October 9, 1996, 100% paid by the employee. Effective September 11, 1997, 20% paid by the employee, 80% paid by the employer.

\*\*\* Effective March 1, 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 November 1, 2007, the Dental Plan will be improved to include 50% reimbursement of expenses of eligible orthodontic treatment to a lifetime maximum of \$2,500 per insured person.

Effective October 9, 1996, based on the preceding years ODA schedule of fees, the Dental Plan will provide for check-ups every nine months. Effective September 11, 1997, based on the current years ODA schedule of fees, the Dental Plan will provide for check-ups every six months.

(c) compulsory

(v) voluntary

<u>Plan</u>	<u>Eligible Employees</u>
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 Human Resources 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 casual 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 Human Resources prior to registration.

(c) The Employer shall contribute to the Union Career Development Fund the amount of \$50,000 for employees who request financial assistance for career development. The Fund shall be administered by Human Resources under the guidelines which are appended to this Agreement.

The Employer will contribute \$15,000 per year to a career development fund for IT workers, to be administered by Human Resources. The guidelines for this fund will be the same as those for the Career Development Fund with the exception that any money not used by the end of the year will not be carried over to the next year.

The Employer will provide the Union with semi-annual statements. 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 which are funded by the Ontario Government 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 or withdraws with academic penalty from 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 Ontario Government 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) Casual and replacement employees will be entitled to register for credit courses and will be reimbursed as follows. Subject to article 29.00 (c), 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 casual 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.

## **ARTICLE 31**

### **BULLETIN BOARDS**

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

## **ARTICLE 32**

### **POSTING OF HUMAN RESOURCES POLICIES**

**32.01** All Human Resources policies and regulations 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 Human Resources Office 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.

**35.05** The parties agree to establish a sub-committee of the Joint Committee to discuss all aspects of specialized training needs for employees in information technology positions. Terms of reference for the sub-committee shall be determined by the Joint Committee.



## **ARTICLE 36**

### **COMMITTEES**

**36.01** The Union shall have the right to membership on the following University Committees, for as long as they continue to operate:

- Employee and Family 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
- Presidential Advisory Committee on Race Equity

## **ARTICLE 37**

### **CONFIDENTIALITY AND ACCESS TO HUMAN RESOURCES 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 Employee 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 Employee files.

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

## **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 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. (Those closures shall not be considered a University holiday as in Article 19.)

### **40.02 Cancellation of Classes and/or Change in Working Hours**

- (a) On rare occasions, the employer may be required to reduce its level of operations because of severe weather conditions, or because of some emergency such as fire or physical malfunction of the employer's facilities. Under these emergency conditions it may be necessary to cancel classes and to permit flexibility in arrival and/or departure times for employees,
- (b) At such times when it is considered necessary to allow employees some relief from normal work attendance requirements, the President or in her/his absence the Acting President may authorize a reduction in the level of operations in the various units of the University. Under these circumstances the President or the Acting President may change the arrival and/or departure times for employees to permit them to get home or to get to work. In such cases the Employer shall inform each department and the Union of the decision and how each department is affected.

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

## **ARTICLE 41**

### **LIBRARY PRIVILEGES**

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

## **ARTICLE 42**

### **METHOD OF PAYMENT**

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

<u>Classification Level</u>	<u>Total Point Scores</u>
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, 2007

<b>Level</b>	<b>Step1</b>	<b>Step2</b>	<b>Step3</b>	<b>Step4</b>	<b>Job Rate</b>
3R	28391	29110	29830	30549	31267
3PE	32452	33171	33889	34610	35329
4R	30850	31630	32413	33194	33976
4PE	34896	35678	36459	37240	38020
5R	33459	34305	35153	36001	36848
5PE	37503	38349	39197	40043	40892
6R	37478	38426	39375	40323	41272
6PE	41520	42469	43418	44367	45315
7R	40475	41500	42524	43551	44576
7PE	44519	45544	46569	47595	48620
8R	45435	46587	47738	48889	50042
8PE	49479	50632	51782	52934	54085
9R	50850	52138	53426	54713	56001
9PE	54892	56179	57468	58754	60042
10R	57084	58530	59977	61422	62869
10PE	61126	62573	64019	65465	66912
11R	63248	64850	66450	68052	69655
11PE	67290	68891	70492	72095	73695
12R	67756	69474	71189	72906	74622
12PE	71800	73517	75232	76950	78667

Salary ranges as of July 1, 2008:

Level	Step1	Step2	Step3	Step4	Job Rate
3R	29243	29983	30725	31465	32205
3PE	33426	34166	34906	35648	36389
4R	31776	32579	33385	34190	34995
4PE	35943	36748	37553	38357	39161
5R	34463	35334	36208	37081	37953
5PE	38628	39499	40373	41244	42119
6R	38602	39579	40556	41533	42510
6PE	42766	43743	44721	45698	46674
7R	41689	42745	43800	44858	45913
7PE	45855	46910	47966	49023	50079
8R	46798	47985	49170	50356	51543
8PE	50963	52151	53335	54522	55708
9R	52376	53702	55029	56354	57681
9PE	56539	57864	59192	60517	61843
10R	58797	60286	61776	63265	64755
10PE	62960	64450	65940	67429	68919
11R	65145	66796	68444	70094	71745
11PE	69309	70958	72607	74258	75906
12R	69789	71558	73325	75093	76861
12PE	73954	75723	77489	79259	81027

Salary Ranges as of July 1, 2009:

<b>Level</b>	<b>Step1</b>	<b>Step2</b>	<b>Step3</b>	<b>Step4</b>	<b>Job Rate</b>
3R	30120	30882	31647	32409	33171
3PE	34429	35191	35953	36717	37481
4R	32729	33556	34387	35216	36045
4PE	37021	37850	38680	39508	40336
5R	35497	36394	37294	38193	39092
5PE	39787	40684	41584	42481	43383
6R	39760	40766	41773	42779	43785
6PE	44049	45055	46063	47069	48074
7R	42940	44027	45114	46204	47290
7PE	47231	48317	49405	50494	51581
8R	48202	49425	50645	51867	53089
8PE	52492	53716	54935	56158	57379
9R	53947	55313	56680	58045	59411
9PE	58235	59600	60968	62333	63698
10R	60561	62095	63629	65163	66698
10PE	64849	66384	67918	69452	70987
11R	67099	68800	70497	72197	73897
11PE	71388	73087	74785	76486	78183
12R	71883	73705	75525	77346	79167
12PE	76173	77995	79814	81637	83458

**42.02**

- (a) Salary payments are made by direct deposit.
- (b) 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) annual salary divided by 24 equals semi-monthly salary,
  - (ii) semi-monthly salary less applicable payroll deductions; i.e., income tax, CPP, E.I., pension plan, welfare plans, etc., equals net semi-monthly salary.
- (c) Payment for casual and replacement employees will be expressed as an hourly rate and processed semi-monthly based on an approved payroll form submitted to Human Resources.
- (d) Casual 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 banking 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. \$32,452 divided by 1820 = \$17.83 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 Human Resources, 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 casual 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 manager, with a copy to the Director of Human Resources. If the manager is in agreement with the employee's request, he/she will submit the request to the Director of Human Resources within 10 working days. If the manager 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** Human Resources 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 manager, 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 Director of Human Resources 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 Human Resources. The employee's salary will be increased to the greater of
  - (i) step on of the higher classification
  - (ii) an amount equal to her/his existing salary plus 5%, provided such increase does not exceed the maximum of the salary range of the higher classification: 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 casual 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 Canadian Blood Services 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 Human Resources  
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 addresses of the Standing Committee Chairpersons.

## **ARTICLE 46**

### **UNIVERSITY GUARANTEED HOUSING LOAN PLAN**

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

## **ARTICLE 47**

### **SALARY INCREASE**

**47.01** Effective July 1, 2007, an increase equal to 3.0% will be added to the job rates and to the salaries of all employees. Effective July 1, 2008, an increase equal to 3.0% will be added to the job rates and to the salaries of all employees. Effective July 1, 2009, an increase equal to 3.0% will be added to the job rates and to the salaries of all employees.

## **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 July 1, 2007 and shall remain in full force and effect until June 30, 2010.

**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, 2010, give written notice to the other party of such desire.

**50.03** In Witness Therefore the Parties hereto have this \_\_\_ day of May 2008 executed this Agreement by the hands of their proper signing officers.

**for CUPE 2424**

**for Carleton University**

\_\_\_\_\_  
Susan Arab

\_\_\_\_\_  
Suzanne Blanchard

\_\_\_\_\_  
Colleen Fulton

\_\_\_\_\_  
Colleen Boucher

\_\_\_\_\_  
Kim Heuff

\_\_\_\_\_  
Rafik Goubran

\_\_\_\_\_  
Wiz Long

\_\_\_\_\_  
Stephen Green

\_\_\_\_\_  
Denize Tan

\_\_\_\_\_  
Ed Kane

\_\_\_\_\_  
Gaston Taylor

\_\_\_\_\_  
Tim Sullivan

\_\_\_\_\_  
Carolina Willsher

## **LETTER OF INTENT #1**

### **RE: 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.

**MEMORANDUM OF AGREEMENT**                      **APPENDIX A**  
**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 Human Resources for funding to attend a course or seminar intended for career development.
2. A request for funding may be made by sending a completed Career Development Fund form to Human Resources. Human Resources 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 Human Resources.  
  
(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 Human Resources, 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. Effective 20 September 2007, the amount to be disbursed from the Career Development Fund is not to exceed one thousand five hundred dollars (\$1,500.00) per employee per year without the prior agreement of the Joint Committee for the Administration of the Agreement. (An employee has the option to pay the difference if a more expensive course is approved by Human Resources.)
8. These guidelines may be reviewed at the request of either party.
9. All requests for reimbursements of expenditures will be supported by original receipts.

### **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 accommodation as 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. Watt  
C. Bartley  
M. Marshall  
K. McGillivray  
R. 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

**LETTER OF UNDERSTANDING**

**APPENDIX B**

**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 Human Resources. 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 year round. 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 for the Administration of the Agreement. Should the Employer have to hire another employee to carry out the balance of the work, the Joint Committee for the Administration of the Agreement will discuss, if necessary, special arrangements concerning the status of the employee.

**MEMORANDUM OF AGREEMENT**                      **APPENDIX C**  
**BETWEEN**  
**CARLETON UNIVERSITY**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2424**  
**JOB EVALUATION**

The Parties agree to form a Joint Job Evaluation Committee, composed of equal numbers of representatives of the Union and the Employer, whose mandate will be to develop a Job Evaluation Plan. The number of representatives from either party shall not exceed four **(4)**.

Union representatives shall be released, at full pay and benefits, from their positions to work as required on the committee.

The Joint Committee will develop a Job Evaluation plan in accordance with this Memorandum of Agreement, Once it has completed its mandate, the Joint Job Evaluation Committee will be disbanded.

Where appropriate the Parties will make use of expert consultants who may investigate and assess options for a plan, measured against the agreed standards.

**Intent of the Job Evaluation Plan**

The parties agree that this job evaluation plan will be gender-neutral in compliance with the Ontario Pay Equity Act. The plan is solely for the purpose of establishing and applying objective criteria to new and existing jobs in our workplace; to determine the relative worth and to ensure that they are equitably ranked.

Job evaluation is intended to determine the ranking of a job, not the performance of the incumbent; neither does it include setting the rates of pay.

**Cost Impact of the Job Evaluation Plan**

The Parties agree that cost impact options/plans will be completed prior to implementation of an agreed plan.

**Date for Completion of the Job Evaluation Plan**

The Joint Job Evaluation Committee shall report its findings and make its recommendations to its respective principals through the Joint Committee for the Administration of the Agreement not later than January 1, 2010.\*

**Note:** The Union agrees to place the complaint filed with the Pay Equity Commission in abeyance, and agrees to withdraw the complaint upon implementation of a new plan.

\* Date amended from January 1, 2007 to January 1, 2010 on September 20, 2007.

Dated this 1<sup>st</sup> day of June 2005.

**For CUPE 2424:**

Susan Arab  
Karen Martin  
Wiz Long  
Cheryl Macaulay  
Peter Nickless  
Mike Weber

**For Carleton University:**

Carolina Willsher  
Stephen Green  
Ed Kane  
Colleen Boucher  
Martin Foss  
Jean Guy Godin

**Memorandum of Agreement re: Tuition Bursary**

**APPENDIX D**

The parties agree that dependents of employees in the CUPE 2424 bargaining unit shall be eligible to apply for a Tuition Bursary, as described in the Human Resources Policies.

**Memorandum of Agreement re: Accommodation/Return to Work**

The parties endorse the joint responsibility and importance of early intervention and safe return to work and to the accommodation of an employee due to illness or injury when alternate/modified work is required, whether the disability is permanent or temporary.

When it is determined that a member of CUPE 2424 is unable to return to the full duties of her/his position due to medical restrictions, the Employer will advise the employee that they may have a Union Representative attend any meetings to discuss the circumstances surrounding the employee's return to work.

**LETTER OF UNDERSTANDING**

**APPENDIX E**

**RE: SENIORITY**

The parties agree that effective June 1, 2005, Carleton University employees who enter the bargaining unit due to medical accommodation shall have their continuous service with the Employer recognized as bargaining unit seniority.

Dated this 1<sup>st</sup> day of June 2005.

**For CUPE 2424:**

Susan Arab  
Karen Martin  
Wiz Long  
Cheryl Macaulay  
Peter Nickless  
Mike Weber

**For Carleton University:**

Carolina Willsher  
Stephen Green  
Ed Kane  
Colleen Boucher  
Martin Foss  
Jean Guy Godin

**LETTER OF UNDERSTANDING**

**APPENDIX F**

**RE: ELECTRONIC LIST TO THE UNION (ARTICLE 6.03)**

The parties hereto agree that the list provided to the Union pursuant to article 6.03 will be provided electronically on an on-going basis as soon as it becomes available, and in no case later than six (6) months after the date of ratification of the renewal Collective Agreement by both parties. The official version of the electronic list will be the one supplied by the Employer to the Union.

Dated this 1<sup>st</sup> day of June 2005.

**For CUPE 2424:**

Susan Arab  
Karen Martin  
Wiz Long  
Cheryl Macaulay  
Peter Nickless  
Mike Weber

**For Carleton University:**

Carolina Willsher  
Stephen Green  
Ed Kane  
Colleen Boucher  
Martin Foss  
Jean Guy Godin

**LETTER OF UNDERSTANDING**

**APPENDIX G**

**Re: Workload**

- (a) In cases where excessive workload may be a concern, the parties agree that the issue needs to be resolved in a timely and effective manner.
- (b) In such cases, the employee should raise her/his workload concerns with her/his department manager. A meeting will be held between the employee and her/his department manager to discuss and attempt to address the concerns. The employee may have union representation at such meeting.
- (c) In the event that the workload concern is not resolved, this issue may be referred to the Joint Committee for the Administration of the Agreement.

Dated this — day of May 2008.

**For CUPE 2424**

**For Carleton University**

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Susan Arab

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Suzanne Blanchard

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Colleen Fulton

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Colleen Boucher

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Kim Heuff

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Denize Tan

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Ed Kane

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Gaston Taylor

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Tim Sullivan

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Carolina Willsher



**LETTER OF UNDERSTANDING**

**APPENDIX H**

**Re: Union Representation at Meetings**

WHEREAS the Employer may conduct an investigation into circumstances that lead to dissatisfaction with an Employee's performance or behaviour prior to a disciplinary interview;

AND WHEREAS in the event the Employer seeks to rely upon the findings of such an investigation for purposes of conducting a disciplinary interview at which the following individuals are present: (1) an Employee; (2) the Employee's Manager; and (3) a Representative from Human Resources;

NOW THEREFORE, the Employee being interviewed at such a disciplinary interview shall have the right to have a Union Representative present.

This Letter of Understanding shall be in force and effect upon ratification by both parties for the duration of the collective agreement on a trial basis.

Dated this \_\_\_\_ day of May 2008.

**For CUPE 2424**

**For Carleton University**

\_\_\_\_\_  
Susan Arab

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Tim Sullivan

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Carolina Willsher

**LETTER OF UNDERSTANDING**

**APPENDIX I**

**Re: Parity Committee to Discuss Sick Leave for Employees Age 65 and Over**

WHEREAS, mandatory retirement was eliminated in Ontario effective 12 December 2006;

AND WHEREAS, the 130 day sick leave bank represents the waiting period for LTDI benefits (ref: article 21.03);

AND WHEREAS, LTDI benefits are not available to employees sixty-five years of age or greater;

AND WHEREAS, employees who continue to work in continuing or term positions after reaching the age of sixty five years, do not require a waiting period of 130 days for LTDI benefits;

NOW THEREFORE, the parties agree to establish a Parity Committee consisting of three (3) representatives of the Employer and three (3) representatives of the Union within six (6) months of the ratification of the agreement, for the purpose of discussing sick leave entitlement for employees sixty-five (65) years of age and older. The Parity Committee shall report its recommendations to JCAA within six (6) months of its establishment.

Dated this \_\_\_ day of May 2008.

**For CUPE 2424**

**For Carleton University**

\_\_\_\_\_  
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Tim Sullivan

\_\_\_\_\_  
Carolina Willsher

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- (g) The Employer will maintain the employee's annual and sick leave credits while on pregnancy leave. The employee will be credited with vacation leave credits accrued during the leave period upon the employee's return from pregnancy leave.
- (h) An employee on approved pregnancy leave shall accrue seniority
- (i) A Continuing Employee who returns to work from pregnancy leave shall be returned to the position held prior to the leave or a comparable job if that job no longer exists. A Term Employee who returns to work from pregnancy 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 pregnancy 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 Casual Employee who returns to work from pregnancy leave shall be returned to the assignment prior to the leave provided that the work still exists.

#### **22.04 Parental Leave**

- (a) Upon request, birth mothers who take pregnancy leave are entitled, upon request, to up to thirty-five (35) weeks' parental leave without pay.
- (b) Birth mothers who do not take pregnancy leave and other new parents, including adopting parents, are entitled to up to thirty- seven (37) weeks' parental leave provided they have been employed for at least thirteen (13) weeks' with the University before the commencement of the leave.
- (c) The terms and conditions that apply to supplementary pregnancy leave benefits as outlined in 22.03(b),(c),(d) and (e) will also apply to those parents who have not taken pregnancy leave and for the legal adoption of a child provided that the claimant is eligible and approved for E.I. leave payments. Replacement or casual employees are not eligible for supplementary leave benefits.
- (d) 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 applicable staff benefit plans if the employee agrees to continue paying the employee share of the premiums.
- (e) The Employer will maintain the employee's annual and sick leave credits while he/she is on parental leave. The employee will be credited with vacation leave credits accrued during the leave period upon the employee's return from parental leave.
- (f) An employee on approved parental leave shall accrue seniority.

(g) A Continuing Employee who returns to work from parental leave shall be returned to the position held prior to the leave or a comparable job if that job no longer exists. 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 Casual Employee who returns to work from parental leave shall be returned to the assignment held prior to the leave provided that the work still exists.

**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 6 days per occasion

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 ..... ½ day per occasion

Moving of a household ..... 1 day per occasion

Preparation for or writing an examination for a credit course..... ½ day per occasion

Marriage ..... up to 4 days at the employee’s discretion

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

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 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**

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 seniority held by each bargaining unit employee. An up-to-date electronic seniority list shall be sent to the Union on February 01 and August 01 of each year. The official version of the electronic list will be the one supplied by the Employer to the Union.

**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.

**11.06** No employee shall be transferred outside the bargaining unit without his/her consent.

## **ARTICLE 12**

### **PROMOTIONS, TRANSFERS AND STAFF CHANGES**

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

**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** Applications for such posted vacancies shall be considered in the following order: first, continuing employees within the bargaining unit; second, non-continuing employees within the bargaining unit. All internal applications for each level of priority shall first be considered before proceeding to the next level of priority. 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.

**13.04** When a position has not been identified for the employee, a redeployment committee will be established within two weeks of the position being declared redundant under Article 13.02. This committee will be made up of two representatives of the Union and the Employer.

**13.05** The purpose of the redeployment committee will be to assist the Employer and the employee in the redeployment of the employee by identifying, over a period of two months, if necessary:

- a) possible placements due to pending retirements over the next twelve (12) months;
- b) possible placements due to present and anticipated vacancies;
- c) the skills and abilities and qualifications of the employee; and
- d) retraining needs of and opportunities for the employee.

During the redeployment period, either party may convene a meeting of the committee with five (5) days written notice.

The parties agree that the decision to declare an employee redundant and to lay off an employee rests with the employer.

**13.06** 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.

**13.07** 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.

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

**13.09** 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