

COLLECTIVE AGREEMENT

between

The Canadian Union of Public Employees

Local 4600 Unit 1

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

&

Carleton University



Carleton
UNIVERSITY

01 September 2013 to 31 August 2016

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DEFINITIONS

1. **Academic Session** designates the period between September and April inclusive.
2. **Summer Session** designates the period from May to August inclusive.
3. **The Union** designates Canadian Union of Public Employees and its Local 4600, Unit 1.
4. **Carleton University** is the body corporate defined by the *Carleton College Act (1952)* as amended by the *Carleton University Act (1957)* and the *Carleton University Act (1968)*.
5. **Carleton University Act** designates the several acts enumerated in No.4 above amended from time to time in the future by the Legislature of the Province of Ontario.
6. **Employee** designates a person included in the bargaining unit as defined by the certificate issued by the Ontario Labour Relations Board, dated November 9th, 1979, as may be amended by the Ontario Labour Relations Board or by agreement of the parties.
7. **Employer** designates the Board of Governors of Carleton University, the President and Vice-Chancellor, Vice-Presidents, Deans and other such persons excluded from the bargaining unit as managerial.
8. **Month** designates twenty-two (22) working days.
9. **Parties** are the parties to this Collective Agreement, namely Carleton University and the Canadian Union of Public Employees and its Local 4600, Unit 1.
10. **Personal File** designates all files containing evaluative materials concerning employees.
11. **Term** shall mean the periods of September to December, January to April, May to August.
12. **Supervisor** is the person to whom the employee is immediately responsible.
13. **Contract Instructor** is an employee hired to teach a credit course.
14. **Teaching Assistant** is an employee hired to assist a faculty member or contract instructor in the presentation of a credit course.

15. **Service Assistant** is an employee of an academic department (including a school or institute) employed in a capacity related to the academic program of the department, and who requires knowledge of the relevant discipline to perform the duties of the position, and/or an employee hired to work in a Resource Centre or Reading Room.
16. **Research Assistant** is an employee hired to assist a faculty member in research.
17. **Student Consultant** is a student employee of Computing and Communications Services (CCS) hired to provide general assistance to student users of computer systems supported by CCS and who works in the student consulting sites. Terms and conditions of employment for Student Consultants are governed by Appendix A of this Collective Agreement.
18. **Working Day** includes each of the five (5) week days, Monday through Friday, with the exception of those days that are public holidays as provided in Article 19 of this Agreement. This definition is provided only for the purpose of computing time periods and nothing herein shall be construed to restrict the exclusive right of the Employer to assign duties or otherwise direct the workforce in accordance with Article 2 of this Agreement.
19. **Bargaining Unit** means the unit defined by the certificate issued by the Ontario Labour Relations Board, dated November 9th, 1979, as amended from time to time by the Ontario Labour Relations Board or by agreement of the parties.
20. **Joint Consultation Committee (J.C.C.)** is the committee composed of a maximum of four (4) representatives of each party that is established in accordance with Article 7 of this Agreement.
21. **Employee** designates a person included in the bargaining unit.
22. **Leave from duties** is where the Dean of Graduate and Postdoctoral Affairs approves a graduate student to decline an appointment without forfeiting their priority for reappointment as set out in Article 13.01. The priority shall not be extended for the period of leave from duties unless the Parties explicitly agree to do so in writing.
23. **Course** refers to any course approved for credit or accreditation by Senate.

ARTICLE 1: PURPOSE

- 1.01 The general purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees represented by the Union, to ensure the peaceful settlement of disputes and to set forth agreements covering rates of pay and other working conditions.

ARTICLE 2: MANAGEMENT RIGHTS

- 2.01 The management of the University and the direction of the working force are vested exclusively in the Employer except as limited by the terms of this Agreement.

ARTICLE 3: RECOGNITION

- 3.01 Pursuant to the certificate issued by the Ontario Labour Relations Board dated the 9th of November 1979, the Employer recognizes the Union as the exclusive bargaining agent of all employees of Carleton University in Ottawa, employed as teaching assistants, demonstrators, part-time, markers, research assistants or associates, service assistants, and student consultants appointed by the Department of Computing and Communications Services, who "are graduate students enrolled in the Faculty of Graduate and Postdoctoral Affairs or undergraduate students at Carleton University excluding employees covered by collective agreements with United Steel Workers of America, Local 5927; Canadian Union of Public Employees, Local 910; Canadian Union of Public Employees, Local 3778; Canadian Union of Public Employees, Local 2424; Canadian Union of Public Employees, Local 4600 Unit 2 and the Carleton University Academic Staff Association.

- 3.02 Effective September 1, 1997, students employed as contract instructors shall be included in the bargaining unit for CUPE 4600 Unit 2, and shall be subject to the terms and conditions of its Collective Agreement with the Employer.

Effective 01 September 2013, where a graduate student pursuant to Article 13.01 (b) (iii) is employed as a contract instructor, and does not receive a subsequent appointment as a contract instructor, the employee shall not be deemed to have held a regular position for the purposes of Article 13 of this Agreement.

- 3.03 Employees of Carleton University who work fifteen (15) hours or fewer in an academic term are excluded from the bargaining unit.

- 3.04 No employees shall be required or permitted to make a written or oral agreement with the Employer which conflicts with the terms of this Collective Agreement.

- 3.05 (a) Research assistants who are paid out of operating funds, are included in the bargaining unit.
- (b) Research assistants who are paid out of outside grant monies, such as NSERC, SSHRC, or other private or government sponsored research grants are not included in the bargaining unit.
- (c) Research assistants paid partly out of funds described in subsection a) above and partly out of funds described in subsection b) above are included in the bargaining unit only in respect to such work as is performed in whole or in part for remuneration out of funds described in subsection a) above.
- (d) A research assistant who is paid out of outside grant monies and who had been offered a teaching assistantship will be permitted to resign the research assistantship at the end of any term, in order to take up a teaching assistantship. A person who exercises this option will be included in the bargaining unit at the commencement of the teaching assistantship, and shall have priority for reappointment in accordance with Article 13.4 for the periods set out therein, including the period of the research assistantship.

ARTICLE 4: NO DISCRIMINATION

- 4.01 The Employer and the Union agree that there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practiced with respect to any member of the bargaining unit in any matter concerning working conditions, or the application of the provisions of this Agreement by reason of age, race, creed, colour, national origin, record of offences, citizenship, disability, religious or political affiliation or belief, sex, marital status, sexual orientation, gender identity, gender expression, place of residence, or by reason of their membership or non-membership in the Union, nor by the employee's exercise of any right or provision under this Agreement.
- 4.02 A right of a person under this Article is not infringed for the reason only that the person is incapable of performing or fulfilling the essential duties or requirements of the job because of disability. For the purposes of this article, disability shall be defined in accordance with the *Ontario Human Rights Code*. Where practicable, attempts shall be made to adjust employment requirements to accommodate the person's disability.
- 4.03 For the purposes of Article 4.01, 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 psychological, verbal or physical or it can be a combination of these. 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. It may take the form of excluding an employee from rights or privileges related to their employment and to which they are otherwise entitled.

Sexual harassment may be based on gender or sexual orientation and is:

- (a) 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
- (b) an implied or expressed promise of reward for complying with or submitting to a sexually oriented request or advance; and/or
- (c) an implied or expressed threat of reprisal for not complying with or submitting to a sexually oriented request or advance.

Sexual harassment may include, but may not be limited to, behaviour such as:

- Unwarranted touching;
- Suggestive remarks or other verbal abuse in a sexual context;
- Leering;
- Compromising invitations;
- Demands for sexual favours;
- Sexual assault.

4.04 (a) Any complaint of harassment may be grieved using the procedures set out in Article 10 of the Collective Agreement.

(b) A copy of the following documents shall be retained on the University website; in Human Resources; the Office of the Dean of Graduate and Postdoctoral Affairs; and the Union Office:

- Carleton University's *Human Rights Policies and Procedures* (including such *Discrimination and Harassment Policies* as the *Sexual Harassment Prevention Policy* at Part IV s.4);
- Carleton's *Workplace Harassment Prevention Policy*;
- Carleton's *Workplace Harassment Prevention Program*;

- Carleton's *Workplace Violence Prevention Policy*;
- Carleton's *Workplace Violence Prevention Program*;
- Carleton's *Environmental Health and Safety Policy*;

The Employer will ensure that the above documents are electronically provided to the Union office.

An employee who believes that they have been or are being sexually harassed may present a grievance using the procedures set out in Article 10 of the Collective Agreement. Any employee who chooses to make use of any or all of the Sexual Harassment Prevention Policy shall not, by such use, be prevented from presenting a grievance at anytime prior to agreeing to any mediated settlement under that policy. The time limit for filing such a grievance shall be ten (10) working days from the termination of the proceedings under the Policy.

ARTICLE 5: UNION SECURITY

- 5.01 All employees who were members of the Union on the date this Agreement was ratified and all employees who subsequently become members shall remain as members in good standing.
- 5.02 The Employer shall deduct from the monthly pay (if any) of each member of the bargaining unit and remit (no later than the 15th day of the following month) to the Union, dues as the Union shall from time to time determine, the structure of which shall not require deductions which are incompatible with the University payroll system, together with a statement listing the names, addresses and departments where practicable of employees from whom such deductions have been made and the amount deducted from each employee.
- 5.03 The Union agrees to indemnify and save the Employer harmless from any claims which may be made against it by an employee as a result of the deduction or non-deduction of Union dues, except for any claim or liability arising out of an error committed by the Employer.

5.04 Information to the Union

The Employer shall provide the Union with the following information:

- (a) The electronic transfer, updated by September 20 each year, for current Autumn/Winter appointments, and by May 30th each year, for Summer Appointments, and with intermittent updates, as practicable, of a dataset of

contracts of bargaining unit members containing the following information, when available, for each contract as contained in the payroll file:

- (i) name
 - (ii) address
 - (iii) telephone number
 - (iv) electronic mail address
 - (v) faculty
 - (vi) department
 - (vii) category of appointment, and
 - (viii) number of assignment of hours
 - (ix) gender
 - (x) term of priority of employee as of date of appointment
- (b) Information which the Employer is obligated to provide by other Articles of this Agreement. Articles which require the regular transfer of information are: Article 14.03 (b) and 14.03 (d).

5.05 The Employer agrees to indicate on each employee's Income Tax (T4) slip the amount of deductions levied for the Union during the previous calendar year.

5.06 When a written formal offer of employment is made, the Employer will advise each prospective employee that this Agreement exists, that it can be found on both the Employer and the Union websites, and will provide a brief description of the Union. It is understood that the Union shall supply the Employer with such description. Upon hiring, the Employer will provide employees with an electronic copy of a document entitled "Highlights of the Collective Agreement", the content of which must be agreed to by the Joint Consultation Committee. Employees shall only be provided a hard copy of the Collective Agreement upon request.

5.07 The Union shall have the right at any time to have the assistance of authorized representatives of the Canadian Union of Public Employees. Representatives shall have reasonable access to University premises to consult with the Union.

ARTICLE 6: STRIKES, LOCKOUTS AND PICKET LINES

- 6.01 There shall be no strikes or lockouts during the life of this Agreement.
- 6.02 Employees covered by this Agreement shall not be disciplined for refusal to cross legally established picket lines for the purpose of performing work normally performed by members of the Union setting up the picket line.
- 6.03 An employee who is unable to report for work because of a reasonable apprehension of personal injury resulting from picket line activity, shall suffer no loss in pay, provided that the employee contacts the Security Office and follows reasonable instructions received from that office.

ARTICLE 7: JOINT CONSULTATION COMMITTEE

- 7.01 A Joint Committee composed of a maximum of four (4) representatives of each party shall be established within fourteen (14) days of the signing of this Agreement.
- 7.02 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 interest to both parties, and to perform such other functions as may be assigned to it by this Agreement.
- 7.03 The Joint Committee shall be scheduled annually to meet once a month. Meetings may be rescheduled or cancelled by mutual consent in writing on five (5) days written notice. Special meetings may be called by either party on five (5) days written notice, or by mutual consent. A quorum shall consist of two (2) representatives of each party.
- 7.04 Minutes of meetings shall be taken. Such minutes shall not constitute Memoranda of Agreement unless signed by those persons authorized by each party.

ARTICLE 8: UNIVERSITY FACILITIES

- 8.01 The Employer agrees to provide one bulletin board and space on departmental boards to be used for the posting of official union notices. The Employer agrees to link to both the CUPE 4600 Unit 1 Collective Agreement and the CUPE 4600 website on the human resources webpage.
- 8.02 Upon request from the Union, the Employer will provide a furnished office to the Union at the standard rate established from time to time. The Union will be provided with a telephone and high-speed internet connections and will reimburse the University for all associated costs.

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

- (i) reproduction Facilities
- (ii) internal Postal Service

8.04 The Employer shall permit the Union to book University rooms for Union meetings, subject to the prevailing internal regulations.

ARTICLE 9: CORRESPONDENCE

9.01 A copy of each and every piece of correspondence passing between the Union and the Employer shall be sent to the designated officer of the Employer and the office of the President of the Union. Where written notice is specified in the Agreement, the Carleton University internal mails will be deemed adequate means. Where receipted delivery is specified, the receipted delivery facilities of the internal mail service may be used, unless the intended recipient is known to be off campus in which case ordinary registered mail shall be used.

ARTICLE 10: GRIEVANCE PROCEDURE

10.01 A grievance shall be defined as any dispute arising out of working conditions or the interpretation, application, administration or alleged violation of the Collective Agreement.

10.02 (a) An employee may be assisted or represented by the Union at any step of the grievance procedure. The Employer acknowledges the right of a representative of the Canadian Union of Public Employees to be present at all grievance meetings.

(b) Where the grievance relates to the interpretation or application of this Collective Agreement, the employee is not entitled to present the grievance unless they have the approval of and is represented by the Union.

(c) No employee may present any grievance beyond Step Two without the approval of the Union.

(d) In all cases, a copy of the grievance and response at each step shall be forwarded to the Union.

10.03 **Complaint Stage**

An employee who feels aggrieved should attempt to resolve the matter informally with their Supervisor. A grievance will not be considered at Step One or higher unless it included evidence of an attempt to resolve the matter at the complaint stage.

10.04 **Step One**

An employee may present a grievance in writing to the department head or their designate within twenty (20) working days of the date when the circumstances giving to the grievance could reasonably have become known to the employee. The department head or their designate shall sign and date the form, and shall return a copy to the grievor. A copy shall be forwarded to the Director, Human Resources.

The grievance shall be answered within ten (10) working days of its receipt.

10.05 **Step Two**

If the employee is not satisfied with the response at Step One, they may, not later than ten (10) working days after receipt of the decision, or if no decision was received, not later than ten (10) working days after the last day on which they were entitled to receive a decision, transmit the grievance along with the Step One decision, if any, to the appropriate Dean or their designate, with a copy to the Director, Human Resources.

The grievance shall be answered within ten (10) working days of its receipt.

10.06 **Step Three**

If the employee is not satisfied with the response at Step Two, they may, not later than ten (10) working days after receipt of the decision, or if no decision was received, not later than ten (10) working days after the last day on which they were entitled to receive a decision, transmit the grievance, along with the Step One and Step Two decisions, if any, to the Joint Consultation Committee, with a copy to the Director, Human Resources.

The Joint Consultation Committee shall have ten (10) working days in which to attempt to resolve the grievance. If the grievance is not resolved, the Union may refer the grievance to arbitration.

10.07 **Group Grievances**

A grievance involving more than one employee may be presented as a group grievance directly at Step One within twenty (20) working days of the date when the circumstances giving rise to the grievance could reasonably have become known by the employees.

10.08 **Union Grievances**

A grievance arising directly between the Union and the Employer, which could not form the subject of either an individual or group grievance, may be presented as a Union grievance directly at Step Three within twenty (20) working days of the date when the circumstances giving rise to the grievance could reasonably have become known by the Union.

10.09 **Time Limits**

The time limits stipulated in this procedure may be extended by agreement between the University representative and the employee, and the Union representative where the Union is representing the employee.

10.10 **Abandonment**

(a) A grievor may, by written notice to the Director, Human Resources, abandon a grievance at any time during the grievance process. If the grievance has been presented with the support of the Union, the notice must be endorsed by the Union.

(b) Where a grievor fails to present a grievance to the next higher step within the prescribed time limits they shall be deemed to have abandoned the grievance.

10.11 **Union Representation**

The Employer acknowledges the rights and duties of Union Stewards and representatives to assist employees in presenting their grievances in accordance with the procedure. To this effect, the Employer will recognize thirty-nine (39) Stewards, including four (4) Chief Stewards, all of whom shall be employees of the Employer.

The Union shall notify the Employer in writing of the name of each Steward, including the Chief Stewards, and the Employer shall be required to recognize the status of a Steward only upon receipt of such notice.

A Steward shall obtain the permission of their Supervisor before leaving their work to investigate complaints or grievances of an urgent nature, or to meet with the Employer to deal with these matters. Such permission shall not be unreasonably withheld.

10.12 Grievances alleging that employees are being required to work hours in excess of those assigned, in contravention of Article 14.03 a), may be presented directly at Step Three, provided that the procedures of Article 14.03 have been exhausted.

ARTICLE 11: ARBITRATION

- 11.01 Either of the parties may, within ten (10) working days after the grievance procedure under Article 10 has been exhausted, notify the other party in writing of its desire to submit the differences or allegation to arbitration and a notice referring a dispute or allegation to arbitration shall confirm the name of the first party's appointee to an arbitration board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within five (5) days of the appointment of the second of them appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within the time limited, the appointment 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. The written decision of the arbitration board is final and binding upon the parties and upon any Employee affected by it. The decision of a majority of the arbitration board is the decision of the board. Failing a majority decision, the decision of the chairperson governs.
- 11.02 The Board of Arbitration shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Agreement or any expressly written amendment or supplement thereto or to extend its duration, or to make an award which has such effect unless the parties have expressly agreed, in writing, to give it specific authority to do so.
- 11.03 In the event that a Board of Arbitration deals with a matter relating to discharge, suspension or disciplinary action, then the board has the authority to reinstate an employee with or without compensation for wages and any other benefits lost, or to make any other award it may deem just and reasonable which would be consistent with the terms of the Agreement.
- 11.04 Each party shall bear the expenses of its representatives, participants and witnesses and for the preparation and presentation of its own case. The fees and expenses of the Chairperson, the hearing room and any other expenses incidental to the Arbitration Hearing shall be borne equally by the parties. The parties agree to use University facilities whenever possible.
- 11.05 Time limits set out in this article may be extended by agreement in writing between the parties.

ARTICLE 12: DISCIPLINE, SUSPENSION & DISCHARGE

12.01 The Employer shall not discipline, suspend or discharge an employee except for just cause.

12.02 Any discipline against a union member must be made to the employee in person, where practicable. The Employer agrees to inform the employee concerned that a representative of the union, if readily available, may attend any meeting between the Employer and the employee at which a disciplinary action is taken.

When an employee is suspended or discharged, such suspension or discharge shall be confirmed in writing to the employee, with a copy to the Union as soon as possible, but no later than three (3) working days. A copy of any written reprimand will also be provided to the Union as soon as possible, but no later than three (3) working days.

12.03 An employee who has been suspended or discharged may, with the support of the Union, present a grievance directly to Step Two of the grievance procedure within ten (10) working days of receipt of the written notice. 12.04 An employee shall not be disciplined or given a negative performance evaluation for introducing supplementary materials, theoretical concepts or methods of presentation, the use of which is not inconsistent with any reasonable instructions of the Supervisor.

12.04 An employee shall not be disciplined or given a negative performance evaluation for introducing supplementary materials, theoretical concepts or methods of presentation, the use of which is not inconsistent with any reasonable instructions of the Supervisor.

12.05 The University's discipline policy with respect to members of the bargaining unit shall be included in the Personnel Manual; a copy of the manual shall be provided to the Union, and copies shall be available in departmental offices.

ARTICLE 13: APPOINTMENTS

13.01 Priority

(a) An employee who is registered as a full-time student in a graduate degree program and who has held a regular position in the bargaining unit for at least one term shall have, subject to satisfactory performance of the duties of the position(s) they have held, priority for appointment to available regular positions for which the employee is qualified.

This priority shall apply for the following periods, or until completion of the program of study, whichever occurs first, including the period of first appointment. If an employee defers a priority term as defined in 13.01(b),

employment as per Article 3 will be made available in a summer term to a program maximum (15 terms for PhD, 9 terms for Masters in eight and above credits, 6 terms for two-year Masters, 3 terms for one-year Masters).

If employment specified under Article 3 is not available to an employee for the term in which they apply, the employee shall be fully compensated for the term and shall suffer no loss to future priority appointments:

- Ph.D. Student eight (8) terms normally over four (4) consecutive calendar years; may defer within five (5) consecutive calendar years (15 terms);
- Ph.D. Student entering that program directly from a Bachelor's degree program - ten (10) terms normally over five (5) consecutive calendar years; may defer within five (5) consecutive calendar years (15 terms);
- Master's Student, eight (8) and above credit programs - six (6) terms normally over three (3) consecutive calendar years; may defer within three (3) consecutive calendar years (nine (9) terms);
- Master's Student, in two-year programs - four (4) terms normally over five (5) consecutive terms; may defer within two (2) consecutive calendar years (six (6) terms)
- Master's Students, in one-year programs - two (2) terms of TA normally over three (3) consecutive terms.

A PhD. student shall neither be credited nor charged with any period of service accumulated while registered in a Master's degree program.

A Masters or PhD. Student shall neither be credited nor charged with, nor limited by any period of service accumulated while registered in an Undergraduate program at Carleton University.

- (b) Where a member of this bargaining unit, as a full-time graduate student, cannot accept an assistantship pursuant to Article 13.01 a) because:
- (i) the student is off campus performing academic research or on an academic exchange; or
 - (ii) the student is on an approved leave from duties without pay in accordance with Article 22.11; or
 - (iii) The student has received employment or a position as a Contract Instructor at Carleton pursuant to Article 3.02.

With the approval of the Dean of Graduate and Postdoctoral Affairs, the number of consecutive terms or calendar years as set out in Article 13.01 a)

shall be extended by the number of terms the student is off-campus, up to a maximum of three (3) consecutive terms.

- (c) The employee may waive the extension of priority under this Article, subject to the approval of the J.C.C.
- (d) Subject to Article 22.11, where an employee who is a full-time graduate student declines an appointment to an assistantship during a fall or winter term pursuant to Article 13.01 (a) and has not been granted a leave from duties without pay by the Dean of Graduate and Postdoctoral Affairs, the priority for reappointment as set out in Article 13.01 (a) shall be forfeit and the employee shall be deemed to have resigned their employment.
- (e) For the Fall and Winter terms, where there are insufficient regular positions available for all eligible employees in the priority pool (Article 13.01 (a), and where two (2) or more competing applicants with priority are qualified to perform the duties of the available regular position(s), seniority shall be the determining factor.
- (f) For the purposes of paragraph e) above, seniority within the priority pool shall mean the number of terms in which the employee held a regular position with the Employer.
- (g) Where a qualified international student with priority for reappointment applies for a summer position, they shall be appointed if their qualifications are equal to the best available other candidate with priority for reappointment.
- (h) Effective May 1, 1998, where an international student is appointed pursuant to g) above, the appointments shall not count towards the total number of positions for which the employee has priority for reappointment, and the employee shall have priority, subject to the total limits in Article 13.01 (a), for available positions in the subsequent Fall and Winter terms.
- (i) An applicant for an initial appointment who is in the second or subsequent year of their degree program may waive priority for reappointment under Article

13.01 (a) for a period of up to and including the period they were registered in the degree program prior to the commencement of the appointment.

- (j) Subject to 13.01 (a) above, Ph.D. students shall be credited and charged on a pro-rata basis with any period of service accumulated while registered in a Ph.D. program, determined by the number of credits transferred to the new program of study, rounded up to the nearest term.
- (k) Subject to 13.01 (a) above, Masters students shall be credited and charged on a pro-rata basis with any period of service accumulated while registered in a Masters program, determined by the number of credits transferred to the new program of study, rounded up to the nearest term.
- (l) Article 13.01 (a) shall not apply to an employee hired on a temporary basis to replace an employee on leave or an employee who cannot fulfill their duties by providing teaching assistance in accordance with Article 22.11. Any employee hired on a temporary basis for replacement purposes shall not have priority for appointment unless they have been requested to work as a temporary replacement for more than 130 hours. Employees hired as temporary replacements for more than 130 hours shall have priority on a pro-rated basis subject to the overall limits set in Article 13.01 (a). For the purposes of this Article, prorated priority shall mean that such employees shall not have priority for the period they were registered in the degree program prior to the commencement of the appointment. Hours worked as a temporary replacement employee shall be included in the calculation of priority eligibility.
- (m) Where an employee is appointed to a third position as a teaching assistant in one academic year, the third appointment shall count towards the total number of positions for which the employee has priority for reappointment. The third appointment will be deducted from the total number of positions for which the employee has priority at the end of their priority period eligibility and the employee shall have priority, subject to the total limits in Article 13.01 (a), for available positions in the subsequent terms.
- (n) An employee with priority for reappointment pursuant to Article 13.01 will be deemed to have applied for reappointment to the extent of their priority for the next academic year.

13.02 Outside Priority

- (a) In the event a PhD student does not complete their degree in 4 years (12 terms) and have completed, without exceeding, the 8 terms of their TAship priority, they will automatically receive an additional two terms of TAship during the 5th academic session of their program.
- (b) As of September 2014, all students without or outside priority as per 13.01, and who do not qualify under 13.02 a), may apply for teaching-assistant positions which may become vacant for which they are qualified, as described in 13.03, through the Teaching Assistant Management System. Allocators will review the applicant pool as per Article 13.05.
- (c) Students without or outside priority must apply using the TA Management System, no later than September 1st (Fall/Winter term), January 1st (Winter term) and May 1st (Spring/Summer term) to be considered for any relevant vacant TA positions that may become available once the Priority allocations in 13.01 are concluded for that term. Teaching-assistant positions will be determined by TA allocators or their delegate on the basis of positions that remain, or become available.
- (d) Students who are presented with an Offer of Admission from the Faculty of Graduate and Post-doctoral Affairs, but who are not promised a priority appointment for teaching-assistance employment, shall be notified of their rights to apply under Article 13.03 in their offer, including the deadline and application process.
- (e) Should these incoming students become employees, under the provisions of Article 13.01, they will then be deemed to have Priority per Article 13.01 for the duration of the expected program time outlined in Article 13.01 (a - c) unless they are hired on a temporary basis as a replacement under Article 13.01(l).
- (f) TA allocators or their delegate are responsible for determining who are qualified applicants from the pool of applicants Outside Priority in the TA Management System.
- (g) Where two (2) or more applicants possess relatively equal qualifications for a position, seniority as defined in 13.01 (f) shall be the determining factor.

- (h) Where two (2) or more applicants possess relatively equal qualifications for a position, a TA who has been formally granted leave from duties for off-campus research or academic exchange (as per Article 13.01(b)(i) of this collective agreement) will be given preference.
- (i) Where two (2) or more applicants possess relatively equal qualifications and equal seniority, preference will be given to an applicant holding an international work or student visa.
- (j) Employees with Outside Priority status who have concluded their original employment under their Priority allotment per Article 13.01 will not regain Priority status and will be required to reapply for Outside Priority positions.

13.03 Application Process for both Priority and Outside Priority Teaching Assistants

As of September 2014 all graduate or undergraduate students with Priority or Outside Priority per Articles 13.01 and 13.03 must indicate their interest in employment. They can do this by applying via the TA Management System for review by the TA allocators or their delegate. Each applicant, regardless of whether they have Priority or are Outside Priority, will be required to fill out the requisite forms. It is understood that only qualified applicants will be considered for department based positions. The application form available through the TA Management System shall include the following:

- (a) Selection of the term(s) and department(s) for which the student is applying;
- (b) Selection of application for either a specific course or general employment;
- (c) Current and previous degrees;
- (d) Description of previous TA experience;
- (e) Description of other relevant work experience;
- (f) Selection of skills and areas of interest related to TA work.

13.04 Position Assignment Process

- (a) A Department or Supervisor may establish reasonable prerequisites which an employee must meet in order to work in a particular course or job and determine whether those prerequisites have been met before the employee becomes eligible to work in the course.
- (b) Academic standing shall not be used as the sole criterion for selection of candidates for positions. The candidates' competence, experience and ability to perform the duties of the position shall also be taken into consideration.
- (c) **Assignment Process: Priority**
 - (i) The Employer shall endeavour to accommodate preferences of applicants with respect to the type of position and, for teaching assistants, the type of courses to be assigned. At least three weeks prior to the start of an academic session, the Employer or their delegate will remind potential Priority and/or Priority employees that they need to request their top three course assignments.
 - (ii) After the initial assignment has been made, if the employee is not satisfied with the assignment, they may within one week of notification of the assignment request a meeting with the department head or their delegate to discuss the matter. An employee may be accompanied by a union representative, if readily available, at each meeting with the department head or their delegate. This provision is not applicable where Priority employees fail to identify their top three course requests per 13.04 (c) (i).
 - (iii) Subject to operational requirements, the Employer will endeavour to accommodate a request from an Employee not to be assigned to a work Supervisor who is also the student's principal thesis or honours research paper Supervisor. Except in cases of students in academic units which customarily allocate Employees to other units, the Employer is not required to endeavour to provide an appointment in a unit other than the unit to which the Employee is initially assigned.
 - (iv) Whereas unpredictable fluctuations in enrolment preclude the establishment in advance of the precise number of positions to be filled, successful applicants will be advised in writing on their initial appointments as early as possible.

(d) Assignment Process: Outside Priority

- (i) Once the Priority assignment process is completed, a roster of vacant teaching-assistant positions will be determined by TA allocators or their delegate.
- (ii) TA allocators or their delegate are responsible for determining who are qualified applicants from the pool of applicants Outside Priority in the TA Management System.
- (iii) Where two (2) or more applicants possess relatively equal qualifications for a position, seniority as defined in 13.01 (f) shall be the determining factor.
- (iv) Where two (2) or more applicants possess relatively equal qualifications for a position, a TA who has been formally granted leave from duties for off-campus research or academic exchange (as per Article 13.01(b)(i) of this collective agreement) will be given preference.
- (v) Where two (2) or more applicants possess relatively equal qualifications and equal seniority, preference will be given to an applicant holding an international work or student visa.
- (vi) A Department or Supervisor may establish reasonable prerequisites which an employee must meet in order to work in a particular course or job and determine whether those prerequisites have been met before the employee becomes eligible to work in the course.
- (vii) Whereas unpredictable fluctuations in enrolment preclude the establishment in advance of the precise number of positions to be filled, successful applicants will be advised in writing on their initial appointments as early as possible.
- (viii) Departments which normally establish positions having an average of five (5) hours or less of work per week shall continue their practice of equitably distributing such positions among available qualified applicants.

13.05 Report on Hiring Process:

A detailed hiring report for each department will be sent electronically to the Union no later than October 1, February 1 and June 1 for the respective academic session for all positions awarded beyond the priority pool for appointments.

13.06 Redundancy of TA Positions:

- (a) Where a position becomes redundant during the course of the academic session, the Employer may assign other duties to the employees. It is understood that such duties may be unrelated to the duties of the redundant position. The employer shall endeavour to ensure that the duties are consistent with the employee's previous service with the Employer.

- (b) If the employee refuses to accept such assignment, they shall be deemed to have resigned their position for that academic term but will retain priority for reappointment subject to the overall limits specified in 13.01.

- (c) If the employer is unable to assign other duties, the employee may be laid off. A laid off employee may elect to displace an employee with less seniority, provided that the employee is qualified to perform the duties of the position.

- (d) Employees laid off in accordance with this Article shall have their priority for reappointment extended by the number of terms for which they are laid off.

- (e) For the purposes of this article, seniority shall be defined as the number of terms for which the employee has held a regular position with the Employer.

- 13.07 (a) Qualified applicants who are full-time Carleton students will be given preference over applicants who are not full time student applicants for teaching assistant, research assistant, and marking positions. Notwithstanding the above, the parties acknowledge that there may be occasions where hiring must be completed on an emergency basis, and where there may be insufficient time to search for full time students.

(b) It is understood that, for the purposes of this Article, Carleton students include prospective students who have been extended an offer of admission to a degree program at Carleton with priority.

(c) For the purposes of this Article, qualified means, with respect to a graduate student that the student meets the criteria for appointment determined by the Faculty of Graduate and Postdoctoral Affairs. Qualifications shall include competence, experience and ability to perform the duties of positions as described within the scope of this Collective Agreement per Article 3.01.

13.08 (a) Notwithstanding any other provisions of this Collective Agreement, the employer may appoint students to student consultant positions pursuant to the Ontario Work Study program, the Student Education/Experience Development program, and any other government sponsored student employment programs which may from time to time be created, and the appointment procedures and criteria required by these programs shall be deemed to comply with the provisions of this Collective Agreement.

(b) Student consultants hired pursuant to paragraph a) above are subject to all other terms of the Collective Agreement as provided in Appendix A.

13.09 The Employer shall not refuse to reappoint an applicant on the grounds of unsatisfactory performance of the duties of the position they have held, unless the basis for the finding of unsatisfactory performance has been communicated to the employee in accordance with Article 18.03.

ARTICLE 14: HOURS OF WORK

14.01 A regular graduate position is one that requires two hundred sixty (260) hours for the full academic session. Workloads equivalent to those of a regular position may be compressed into a shorter time period, or expanded into a longer time period not to exceed twelve (12) months, according to the needs of individual departments, provided that the resulting workload does not average more than ten (10) hours per week over the term of the appointment. Where the workload for the full academic session is compressed into one term, it shall decrement the priority period of the employee by the equivalent of two (2) terms. The balance of the priority period, if any, available to the employee shall apply in the next academic session.

Pedagogical Training: An employee holding a regular position will be assigned an additional five (5) hours of work for the academic session for pedagogical training.

Payment for pedagogical training shall be conditional upon the employee completing training provided by the employer, at no cost to the employee. This training will be paid at the regular hourly rate, as described in Article 23.01.

Compliance Training: All employees covered by this collective agreement will be required to successfully complete compliance training as a condition of employment as mandated by Ontario legislation. This training shall be completed by October 15th of the Fall term; by February 15th of the Winter term; and by June 1st of the summer term. Upon completion of this compliance training the employee will be compensated five (5) hours pay as per Article 23.03.

Except as mandated by legislation, completion of this training is required only once during the employee's working association with Carleton University;

Such compliance training currently includes but is not limited to:

- Workplace Violence and Harassment training online <http://www6.carleton.ca/ehs/programs/workplace-violence-and-harassment/#video>;
- Accessibility for Ontarians with Disabilities Act (AODA) training online <http://www6.carleton.ca/accessibility/training/for-employees/>;
- Employee Health & Safety Awareness Training online <http://carleton.ca/ehs/training/>.

The employer reserves the right to amend from time to time, and in accordance with legislative requirements, the above list of compliance training modules. The union will receive written notification of such amendments at least six (6) weeks prior to their implementation.

Human Resources will provide each employee with documentation of completion and remuneration of all training.

- 14.02 (a) Workloads less than those of regular positions may be arranged, in accordance with departmental requirements, and will be paid for on a prorated basis. An employee holding a fractional appointment (i.e. a regular appointment for the academic session for less than ten (10) hours per week) who works sixty-five (65) hours or more in a term, will be assigned an additional five (5) hours of work for the academic session. The additional five (5) hours of work shall be conditional upon the employee attending training provided by the employer in accordance with Article 14.01.

All new employees holding a fractional appointment (i.e., a regular appointment for the academic session for less than ten (10) hours per week) will be assigned one (1) hour of mandatory TA Orientation training as part of their duties. New employees hired in September shall attend the TA Orientation in September. New employees hired in the Winter or Summer terms shall be required to watch the TA Orientation training video. Further, any employee holding a fractional appointment who wishes to attend additional training sessions can have the time spent attending training count towards their weekly job duties with the prior approval of their supervisor and only when the integrity of their assigned duties will not be compromised.

- (b) A graduate student employed in a position other than a regular position who works sixty-five (65) hours or more in a term shall be deemed to have held a regular position for the purposes of Article 13.04.

- 14.03 (a) The hours of work and length of appointment for each position shall be specified at the time of appointment. *No Supervisor shall request that an employee work, and no employee shall work, hours in excess of those specified without the express written authorization of the department head.* The employee shall be paid at the appropriate hourly rate for any excess hours worked in accordance with this article.

- (b) In accordance with Article 14.04, prior to the beginning of the specific assignment, the Supervisor shall discuss the assigned duties with the employee(s), in as much detail as possible, indicating where possible the allocations of time for the various duties assigned and the number of students assigned to the TA for the assignment. The duties, and their allocated times where possible, and the number of students assigned to the employee(s) shall

be confirmed in writing to the employee(s), with a copy to the department head and the union.

The J.C.C. shall review the assignment of duties form and its distribution. If the form is modified, the revised form shall be appended to the Collective Agreement.

A signed form produced pursuant to this article does not constitute an individual contract of employment.

- 14.03 (c) At or about the mid-point of the term, or period of work, whichever occurs first, the employee(s) and Supervisor shall meet again to discuss the progress of the course, and to assess whether the remaining duties can be completed within the hours allocated and to provide to the Employee the total number of students assigned to them. A record documenting the progress of the course as discussed at the mid-term meeting between the employee(s) and Supervisor will be kept.
- (d) If, during the term of the appointment, the Supervisor changes the duties or the allocation of hours for any duties, such changes shall be discussed with the employee and confirmed in writing, with a copy to the department head and the union. The Supervisor shall provide written notice of any changes as far in advance as possible to provide adequate time for preparation. Notice of changes shall normally be provided at least two (2) weeks prior to the effective date of the change. Every effort shall be made to avoid changes to duties within two weeks of the last day of classes.
- (e) Should an employee have any concerns about the allocations of time for any of the duties assigned, they shall fill out a form requesting a meeting with their Supervisor. The employee and Supervisor shall meet within five working days of the notice. The form is attached as Appendix B of the Collective Agreement, and may be copied from the Agreement or printed from the Agreement on the Human Resources web site. If the employee gives written notice to the Supervisor that they have any concerns about the allocations of time for any of the duties assigned, the employee and Supervisor shall meet within five (5) working days of the notice. If the employee gives written notice to the department head that they are not satisfied with the result of the meeting, the employee and the department head or their delegate shall meet within five (5) working days of the notice. The department head or their delegate shall have five (5) working days from the meeting to resolve the matter. If the employee gives written notice that they are not satisfied with the result of the meeting, the

employee and the dean of the appropriate faculty or their delegate shall meet within ten (10) working days of the notice. The dean shall have five (5) working days to resolve the matter.

(f) Nothing in this Article shall be construed to restrict the exclusive right of the Employer to assign duties or otherwise direct the workforce in accordance with Article 2 of this Agreement.

(g) Where an employee is found to have been assigned duties that, if continued to the end of the term of the appointment, would exceed the hours provided for in the appointment, the Employer shall resolve the problem in consultation with the employee, by either reducing the remaining assigned duties or with written permission of the department and the employee, allocate additional hours for which the employee will be compensated at the hourly wage established in Article 23.01 so as to account for all duties assigned to the employee. An employee may be accompanied by a union representative, if readily available, at any meeting held pursuant to this article.

14.04 All assigned duties of an employee shall be included in the calculation of required hours. Such duties may include, but are not limited to: teaching, demonstrating, conducting seminars, leading discussions, supervising laboratories, preparing classes, attending lectures, training on new technology; WHMIS training, marking students' work, consulting with students, holding of assigned office hours, setting tests, examinations and lab sets, setting up of experiments, preparing written or audio-visual materials, conducting field trips, proctoring of examinations, conferring with the Supervisor as required, providing research assistance, providing other academic support assistance, monitoring and animating class discussion on educational technologies, the internet, or on email and other related duties.

In allocating duties to TAs who will perform duties related to the instruction of courses, supervisors will take into account the time required to prepare for in class/laboratory time, office hours and other reasonable interaction with students, in distributing the workload.

14.05 Subject to operational requirements, the Employer shall endeavour to minimize excessive fluctuations in the hours of work of a position. Normally an employee shall not be required to work in excess of fifteen (15) hours in any calendar week, except in the case of a position compressed into a shorter time period in accordance with Article 14.01. Anticipated excessive fluctuations shall be clearly identified at the time of appointment.

- 14.06 Employees shall not be required to grade and correct papers or examinations during a period of five (5) calendar days immediately prior to an examination, thesis defense or honours research paper defense (or equivalent), or during a period of three (3) calendar days immediately prior to any other course requirement, in their own degree program.

ARTICLE 15: WORKING CONDITIONS

- 15.01 When the Employer introduces new rules or regulations concerning employee conduct on University premises or during working hours, copies will be posted in each department and forwarded to the Union office.

- 15.02 (a) In order to encourage the professional development of employees and to improve the quality of education for students, the Employer shall sponsor in the beginning of each September, an orientation session at which the Union may be represented, on pedagogical or technical skills relevant to the assigned duties of the employees. A graduate student appointed for the first time to a regular position of sixty-five (65) hours or more in one term, shall be notified in writing, prior to the commencement of the position, that they are required to attend the orientation in September. Attendance at subsequent September orientations shall be voluntary unless the employees are required in writing to attend, in which case the time spent at such sessions shall be deemed to be time worked.

- 15.02 (b) The Employer will establish an annual fund of ten thousand dollars (\$10,000) to be administered by the Dean of Graduate and Postdoctoral Affairs, to provide for pedagogical training for all teaching assistants. Attendance shall be voluntary unless employees are required in writing to attend, in which case the time spent at such sessions shall be deemed to be time worked.

The Employer agrees to consult with the Union on the training process as per the Memorandum of Agreement Appendix C: appended to this Collective Agreement.

- (c) The parties will periodically review the adequacy of such training programs (in paragraph (b)) and of the orientation sessions (in paragraph (a)).

- (d) The Employer, through the Office of the Dean of Graduate and Postdoctoral Affairs, shall provide the Union with a record of attendance of all TAs at the training sessions held in the Fall and Winter terms prior to the conclusion of the Winter term.

15.03 Employee Rights - Academic Freedom

- (a) Employees who are involved in some aspect of teaching may, at any time during the term of their appointment, comment in writing on the content, structure, texts and teaching methods used in the course. Such comments may be presented to the Supervisor, Department Head, or Dean, who shall, upon request of the Employee, meet to discuss the matter within ten (10) working days of receipt of the written comment. If the Employee is not satisfied with the result of these discussions, the matter may be referred to the parties for discussion at the Joint Consultation Committee.
- (b) No employee shall suffer reprisal for exercising the right to comment in accordance with Clause 15.03 a).
- (c) Academic freedom includes the freedom to examine and question, teach and learn, research and invigilate as well as disseminate opinion(s) and speculate without deference to prescribed doctrine on questions, ideas, principles, concepts and issues related to pedagogy and research.

The Employer accepts its responsibilities to employees in upholding their rights to academic freedom in performance of their duties as long as said behaviours have academic substance are pertinent to each work assignment and are subject to the reasonable direction of and agreement with the Supervisor. In the exercise of academic freedom, employees shall discharge their responsibilities in accordance with the lawful expectations of the Employer and, in teaching functions, with the needs of the students.

The claim of academic freedom shall not excuse employees from meeting their duties and responsibilities as set out in the Collective Agreement, their individual contracts, and the instructions of their Supervisor.

When the objectives, content and method of delivery are prescribed by the Supervisor in the work assignment, the employee shall fulfill such assignment responsibly and fully. When work assignments permit employees to have a wider degree of latitude than is possible in more fully prescribed assignments, the Employee may develop and deliver such assignment provided the content and structure have been approved by the Supervisor.

15.04 **Employee Responsibilities**

All employees shall have the following responsibilities:

- (a) Employees shall teach conscientiously and competently the material assigned to them, in accordance with course outlines which maybe provided by their department.
- (b) Employees shall work in co-operation with other employees, supervisors and course coordinators.
- (c) Employees shall deal ethically and fairly with students, foster a free exchange of ideas, avoid discrimination, respect the principles of confidentiality in a manner consistent with their instructional role, and provide their students with information regarding their instructional and evaluation methods.
- (d) Employees shall not normally miss, cancel or terminate scheduled instruction except in the case of sudden illness or emergency and even in such cases shall make every effort to have their supervisor and students notified. In other circumstances, subject to the approval of the supervisor, arrangements for re-scheduling or for a substitute must be made in advance of missing scheduled instruction. Instruction missed shall be rescheduled if possible with adequate notice to the students.
- (e) Employees shall comply with established procedures and deadlines as may be necessary for the well-ordered operation of the University.
- (f) Employees shall inform the students and department of the times when and/or the methods by which they will normally be available for consultation. The times and/or methods shall be such as are likely to be convenient for the students and adequate for the numbers of students involved.

15.05 All present terms and conditions of employment which are directly related to and derive from the employment relationship shall continue, except as modified by this Agreement.

15.06 **Technological Change**

No employee shall suffer a reduction of their normal earnings as a result of any technological change introduced during any work assignment.

15.07 The Employer shall notify the Union and affected employees at least sixty days prior to the implementation of significant changes to methods of course delivery arising out of technological change.

15.08 Joint Committee on the Impact of Technology

- (a) A Joint Committee on the Impact of Technology (JCIT) composed of four (4) representatives of each party shall be established within 60 days of the ratification of this agreement.
- (b) CUPE 4600 membership on the JCIT shall be drawn from both CUPE 4600 Unit 1 and CUPE 4600 Unit 2.
- (c) The JCIT will follow the guidelines established in Appendix F on the Joint Committee on the Impact of Technology, to examine terms and conditions of employment including workload, with respect to educational technologies used for electronic course delivery within six (6) months ratification of the current collective agreement.
- (d) The parties will implement any recommendations which are approved by their principals regarding the terms and conditions of employment with respect to educational technologies used for electronic course delivery.
- (e) The parties agree that any technological change contemplated by Carleton University which either party has a reasonable expectation that will significantly impact either the working conditions of CUPE 4600 members or the overall teaching environment at Carleton University, will be brought to the JCIT for meaningful consultation with the Union prior to being implemented.
- (f) The JCIT shall meet regularly throughout the year. Any member of the committee may call a meeting with at least seven (7) days' notice. A quorum shall consist of 2 representatives of each party.
- (g) Minutes of meetings shall be taken. The minutes so recorded shall be reviewed for approval at the next meeting of the JCIT.

15.09 Intellectual Property

The parties agree that intellectual property rights of employees engaged in research that is part of their academic program are not governed by this Collective Agreement. Employees who, in their bargaining unit positions, are engaged in other research that is not part of their academic program and which contributes to publication or the development of commercializable intellectual property shall have

their work attributed, and be entitled to property rights proportionate to their contribution.

ARTICLE 16: GENERAL

16.01 Employees shall be provided in a timely manner the following services and items for use during employment:

- (a) Appropriate secured space as defined by the Joint Sub-Committee per Appendix E;
- (b) Access to a telephone and the Internet to conduct University business;
- (c) Relevant materials required to perform assigned duties;
- (d) Where an employee is required to use audio or visual materials as part of their assigned duties, such materials shall be provided at no cost to the employee;
- (e) Employees required to watch television broadcasts by CUTV as part of their assigned duties shall not be required to subscribe to a cable service provider;
- (f) Other facilities, services, and equipment as are required for the performance of their duties as employees.

16.02 No teaching assistant shall be required to pay for the use of photocopying or printing facilities for copying or printing material required by the Supervisor for the employee's work, provided that the Employee and the Supervisor comply with the applicable departmental administrative procedures.

16.03 Provisions shall be made for members of the bargaining unit to receive mail in the Office of the Department/School/Faculty in which they are registered and/or employed.

ARTICLE 17: SAFETY AND HEALTH

- 17.01 (a) The Employer shall comply with the Ontario *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1 as amended from time to time.
- (b) The Employer and the Union shall co-operate in establishing rules and practices which promote the safety and health of employees,
- (c) No employee shall be required to act, nor shall any employee act in the course of their employment, in a manner which constitutes a health or safety hazard.
- (d) No employee shall be disciplined for refusal to perform work where the employee has acted in compliance with the *Occupational Health and Safety Act*.
- (e) The Employer shall maintain a Joint Occupational Health and Safety Committee in accordance with the Ontario *Occupational Health and Safety Act*. CUPE 4600 (Unit 1) shall appoint one member of the bargaining unit to the Joint Occupational Health and Safety Committee.
- (f) Pursuant to the Ontario *Occupational Health and Safety Act* R.S.O. 1990, c.O.1, the Occupational Health and Safety Committee will be composed of thirteen (13) representatives appointed by the Employer and thirteen (13) representatives appointed by the unions. CUPE 4600 shall appoint two (2) of the above thirteen (13) members.
- (g) All time spent by an employee member of the Joint Occupational Health and Safety Committee as is necessary to carry out the member's duties under the *Occupational Health and Safety Act* shall be paid at the regular hourly graduate student rate of pay provided in Article 23.01. Employee members shall submit a report of such hours to the Dean of Graduate and Postdoctoral Affairs.

17.02 Violence in the Workplace

The Employer recognizes a responsibility to provide an environment intended to protect the health, safety and security of employees as they carry out their responsibilities.

The parties formally recognize their obligation under the Ontario *Occupational Health and Safety Act R.S.O. 1990, c.O.1*, as amended from time to time, in particular with relation to the prevention of violence and harassment in the workplace.

The Employer shall establish and maintain reasonable measures and procedures for this purpose which shall include training for employees as legislatively required.

In return, individual employees shall assume an appropriate responsibility to respect and assist in the implementation of rules adopted to protect the health, safety and security of employees and the Union will so encourage its members to do so.

ARTICLE 18: EVALUATION AND EMPLOYEE FILES

18.01 (a) The Employer shall give reasonable advance notice to all employees whose work will be formally evaluated. Such notice shall identify the aspects of the employee's performance to be evaluated. No formal evaluation shall be placed on an employee's file unless it conforms to this Article.

(b) Where the Employer proposes to introduce formal student evaluations of the performance of teaching assistants, the Employer shall consult with the Union via the joint committee established in Appendix D on the evaluation procedure prior to implementation.

(c) An employee may request of their employment supervisor that the supervisor complete a performance evaluation of that employee. The supervisor maintains the discretion whether or not to grant the request for an evaluation. However such a request shall not be unreasonably denied nor shall such a request exceed one (1) per employment assignment per employee.

18.02 Where departmental employment files are maintained, such files shall be separate from an employee's academic records, shall contain only those documents which are related to employment, and shall be maintained by the department in which the employee is working.

- 18.03 The Employer agrees to inform the employee when a document related to the employee's performance has been placed on the employee's file.
- 18.04 An employee shall have the right to examine their employment file during normal business hours.
- 18.05 An employee shall have the right to have the University prepare, at reasonable intervals, electronic copies of the non-confidential items in their employment file.
- 18.06 An employee shall have the right to have his or her file supplemented or corrected in the event of error or inadequacy. In the event of alleged distortion, the employee may provide additional material for inclusion in the file.
- 18.07 Before any information from the employee's file is given to anyone other than the Employer, the employee shall, where the employee is readily available, be informed that such information has been requested, and shall be given a reasonable opportunity to inspect the file.
- 18.08 All documents relating to a disciplinary action shall be removed from an employee's file after eight (8) months, provided that there has been no subsequent disciplinary action taken against the employee.

ARTICLE 19: HOLIDAYS

- 19.01 No employee covered by this Agreement shall be required to work on any of the following holidays:
- Family Day
 - May Day
 - Victoria Day
 - Civic Holiday
 - Thanksgiving Day
 - Boxing Day
 - Good Friday
 - Canada Day:
 - Labour Day

- Christmas Day
- New Year's Day

Neither shall any employee be required to work on any day on which the University is closed in accordance with the schedule in the academic calendar.

If any other day, such as Remembrance Day by way of example, is proclaimed by the federal, provincial or municipal governments as a statutory holiday, it shall be added to the holidays stated above and May Day shall be removed from the holidays stated above so that the current number of eleven (11) statutory holidays shall be maintained.

ARTICLE 20: VACATION PAY

20.01 An employee covered by this Agreement shall be entitled to an amount equal to four percent (4%) of salary as vacation pay. This additional amount shall be paid on each payment the employee receives following commencement of employment.

ARTICLE 21: SICK LEAVE

21.01 An employee is eligible for sick leave with pay when they are unable to perform their duties because of illness or injury provided that:

- (a) they have the necessary credits earned in accordance with clause 21.03 below, and;
- (b) they satisfy the Employer of this condition in such manner and at such time as may be required by the Employer.

21.02 Unless the Employer specifies, before or during the period of illness or injury, that a medical certificate from a qualified health professional as described in the *Regulated Health Professions Act S.O. 1991, c.18*, as amended from time to time, will be required, a statement signed by the employee describing the nature of the illness or injury and stating that because of this illness or injury the employee was unable to perform the duties of the position shall be deemed to meet the requirements 21.01.

21.03 Sick leave will be earned at the rate of one hour for every ten (10) hours worked.

21.04 An employee is not eligible for sick leave with pay during any period in which they are on leave without pay or under suspension.

21.05 The Employer shall advance to an employee on request sick leave credits up to a maximum of one term's credit.

21.06 Where an employee is absent because of illness in excess of sick leave credits, leave without pay shall be granted, subject to clause 21.01 b). It is understood that, on the employee's return to work, it may not be practicable to return the employee to the same position; in such cases alternative duties shall be assigned, and Article 13.06 shall apply, *mutatis mutandis*.

ARTICLE 22: LEAVE OF ABSENCE

22.01 (a) With the approval of the Supervisor(s) concerned, an employee may arrange to exchange duties with another employee, or to have another employee substitute, for periods not to exceed one week at a time. Any costs incurred by an exchange or substitution shall be covered by the employee requesting the exchange or substitution.

(b) Employees requesting religious accommodation, including requests to observe religious holy days consistent with the employee's religion, must give at least ten (10) working days' notice to their supervisor. In unforeseen circumstances where accommodation of religious observance will be required, every effort will be made to accommodate where less notice is given, but approval of leave in this instance is not assured.

(c) Approval of leave requests shall be considered with due regard to the continued effective functioning of the academic program and the needs of students. Provided the needs of the students and the continued effective functioning of the academic program can be maintained, leave shall not be unreasonably denied.

(d) An employee who has been invited to deliver a paper, present research findings, act as a discussant, or chair a session at an academic conference, may apply for leave to attend the academic conference. It is understood that an employee may be granted such a leave up to three times per academic year for a period not exceeding five (5) consecutive working days. In seeking approval of the leave from the employee's direct supervisor in the course in which the

employee is working, the employee shall develop a plan for how the employee's duties will be covered during leave. Requests for such leave will be subject to 22.01 (c) and not be unreasonably denied.

22.02 Where absence from assigned duties is necessary in order to represent an employee at a grievance meeting or an arbitration hearing, and where reasonable efforts to arrange an exchange or substitution in accordance with 22.01 have been made a Steward or other Union Officer shall be granted leave with pay to attend such meeting or hearing.

22.03 Leave of absence with pay shall be granted, in accordance with 22.02, for up to four (4) employees for the purpose of participating in scheduled negotiations or committee meetings with the Employer. The employees will request this leave as far in advance as possible, and at least twenty-four 24 hours in advance in any case.

22.04 An employee may request in writing to the Dean of Graduate and Postdoctoral Affairs leave of absence without pay for personal reasons. Such leave shall not be unreasonably withheld.

22.05 An employee on an assigned work schedule may be granted, upon application to the Dean or equivalent, leave of absence with pay for up to three (3) consecutive calendar days (to a maximum of ten (10) working hours) for compassionate reasons in the event of the critical illness or death of a spouse, parent, stepfather, stepmother, foster parent, child, foster child, ward of the employee, brother, sister, mother-in-law, father-in-law, grandparent, grandchild or relative permanently residing in the employee's household or with whom the employee permanently resides.

In-the case of bereavement outside the Provinces of Ontario and Quebec, the Dean may at their discretion extend such leave to a maximum of fourteen (14) calendar days to allow for necessary travel time.

An employee on an assigned work schedule may be granted, upon application to the dean or equivalent, leave of absence with pay for one day to attend the funeral of their sister-in-law, brother-in-law, son-in-law, or daughter-in-law, aunt, uncle, nephew, niece, step-grandparent.

For the purposes of bereavement leave, spouse may include a person of the same sex as the Employee.

22.06 Leave of absence without pay may be granted upon request to the department head and the Director, Human Resources, to employees designated to represent the Union at Union-related conferences, workshops and educational seminars. Such leave shall not exceed in total twenty-four (24) calendar days in anyone calendar year for the entire bargaining unit.

22.07 Leave of absence without pay shall be granted for an employee to serve as a juror or appear as a witness in a proceeding in court when subpoenaed.

22.08 Parental Leave

(a) A female employee who has completed thirteen (13) weeks of service with the Employer, upon written request to the Dean of Graduate and Postdoctoral Affairs, shall be granted parental leave without pay for up to fifty-two (52) weeks or for the remainder of the term of appointment, whichever is less. A male employee who has completed thirteen (13) weeks of service with the Employer, upon written request to the Dean of Graduate and Postdoctoral Affairs, shall be granted parental leave without pay for up to thirty-seven (37) weeks or for the remainder of the term of appointment, whichever is less. This leave shall only be used for adoption or birth of an employee's child.

(b) Benefit

(i) Subject to the employee's indication to return to work following the period of leave, employees who have held a position for at least sixty-five (65) hours for a term and have held such a position for at least thirteen (13) weeks shall be entitled to receive partially paid parental leave for the period of leave or the remainder of the term of appointment, whichever is less, as follows:

(a) for the first two (2) weeks of leave, ninety-five percent (95%) of the average weekly earnings as determined by 22.08 (c) below; and

(b) for the next fifteen (15) weeks, or for the remainder of the term of appointment, whichever is less, fifty-five percent (55%) of the average weekly earnings as determined by 22.08 (c) below.

(ii) The period of paid leave or the remainder of the term of appointment, whichever is less, shall not be charged as a period of service under the provision of Article 13.01. The employee may apply for a leave from duties under Article 22.11 of the Collective Agreement.

(iii) Such payments will be made providing the employee is receiving not more than ninety-five percent (95%) of normal weekly earnings from all sources (including E.I. benefits, supplementary University payments, and other employment earnings).

- (iv) The benefit is subject to any other limitations set out of H.R.S.D.C. or other governing authorities.
- (v) The employee must return to work following the expiry of the leave, subject to the availability of work and the employee's eligibility for work under this Collective Agreement. It is understood that, on the employee's return to work, it may not be practicable to return the employee to the same position; in such cases alternative duties shall be assigned, and Article 13.06 shall apply, *mutatis mutandis*.

(c) Notice

- (i) The employee must have at least four (4) weeks written notice of intention to take parental leave, together with a medical certificate estimating date of delivery.
- (ii) During the period of notice the employee and supervisory will endeavour to ensure that the hours worked up to the commencement of the leave correspond to the hours paid up to that time.
- (iii) For the purpose of this leave plan, the term of the appointment shall be as stated in the appointment letter, and the average weekly earnings shall be based on the number of calendar weeks in the term of appointment so stated.

22.09 Where an employee satisfies the Employer that the employee is unable to continue both studies and employment for reasons related to the birth or adoption of a child, the employee may exercise a priority for appointment pursuant to Article 13.01 while on approved academic leave of absence provided that the employee returns to full-time student status after a period not to exceed three academic terms. Application for employment pursuant to this Article must be made in writing to the Dean of Graduate and Postdoctoral Affairs at the same time as the application for academic leave of absence.

22.10 The Employer shall re-arrange an employee's work assignment, or to arrange exchanges of duties with other employees as necessary, to enable a male employee to have up to three consecutive days free of duties on the occasion of the birth of his child.

22.11 Leave from Duties

Leave from duties shall be approved by the Dean of Graduate and Postdoctoral Affairs. Leave may be requested for the following reasons:

- (i) Academic research, exchange, and co-op positions.
- (ii) Certified medical leave.
- (iii) Any other reasons where the Academic Supervisor and/or the Department Head provides reasons in writing as to how the leave would benefit the student academically.
- (iv) Parental leave, as per article 22.08 (b).

Applications for leave from duties shall not be unreasonably denied. Grievances concerning and denial of such leave may be presented directly as Step 3 of the grievance procedure in Article 10.

ARTICLE 23: SALARY

Salary: Graduates

	2011	2012	2013	2014	2015
Regular appointment, 260 hours	\$9,742	\$9,937	\$9,937	\$10,136	\$10,288
Pedagogical Training	\$187	\$191	\$191	\$195	\$198
Hourly Rate	\$37.47	\$38.22	\$38.22	\$38.98	\$39.57
Total	\$9,929	\$10,128	\$10,128	\$10,331	\$10,486

Additional, one time Compliance Training Payments

Compliance Training	\$0	\$0	\$191		
Compliance Training (only new individuals)				\$195	\$198

Maximum total possible earnings

\$9,929 \$10,128 \$10,319 \$10,526 \$10,683

Salary: Undergraduates

	2011	2012	2013	2014	2015
Regular appointment, 260 hours	\$5,512	\$5,621	\$5,621	\$5,733	\$5,848
Pedagogical Training	\$106	\$108	\$108	\$110	\$112
Hourly Rate	\$21.20	\$21.62	\$21.62	\$22.05	\$22.49
Total	\$5,618	\$5,729	\$5,729	\$5,844	\$5,961

Additional, one time Compliance Training Payments

Compliance Training	\$0	\$0	\$191		
Compliance Training (only new individuals)				\$195	\$198

Maximum total possible earnings

\$5,618 \$5,729 \$5,920 \$6,039 \$6,158

23.01 (a) The rates of pay, effective September 1, 2013 shall be as follows:

Graduate Students:

- regular appointment, ten (10) hours per week for two (2) terms – two hundred sixty- (260) hours, nine thousand nine hundred thirty-seven dollars (\$9,937);
- equivalent hourly rate thirty-eight dollars and twenty-two cents (\$38.22)

Undergraduate Students:

- hourly rate twenty-one dollars and sixty-two cents (\$21.62). Student Consultants twenty-one dollars and sixty-two cents (\$21.62)

(b) The rates of pay, effective September 1, 2014 shall be as follows:

Graduate Students:

- regular appointment, then (10) hours per week for two (2) terms two hundred sixty (260) hours ten thousand one hundred thirty-six dollars (\$10,136);

- equivalent hourly rate thirty-eight dollars and ninety-eight cents (\$38.98). .

Undergraduate Students:

- hourly rate twenty-two dollars and five cents (\$22.05).

Student Consultants twenty-two dollars and five cents (\$22.05).

(c) The rates of pay, effective September 1, 2015 shall be as follows:

Graduate Students:

- regular appointment, then (10) hours per week for two (2) terms two hundred sixty- (260) hours, ten thousand two hundred eighty-eight dollars (\$10,288);
- equivalent hourly rate thirty-nine dollars and fifty-seven cents (\$39.57).

Undergraduate Students:

- hourly rate twenty-two dollars and forty-nine cents (\$22.49).

Student Consultants twenty-two dollars and forty-nine cents (\$22.49).

Note: The above rates of pay are minima.

23.02 Fractional appointments (i.e. regular appointments for less than ten (10) hours per week) for graduate students will carry pro-rata salaries. (See Article 14.02 (a)).

23.03 Once an employee completes their first academic session they will receive five (5) hours of compliance training payment as per Article 14.01.

23.04 **Pay Periods**

(a) Employees shall be paid for services rendered at the above rates.

(b) The rate of pay for regular appointees shall be paid in equal semi-monthly installments over the term of the appointment. Initial payment will be made on the next-to-last banking day prior to the end of first month of each term. Subsequent payments will be made on the next-to-last banking day prior to the

15th of the month and the next-to-last banking day prior to the end of the month.

23.05 Tuition Increase Assistance

(a) Eligibility

- (i) Any employee covered under this Agreement and not excluded under subparagraph ii) below who works for sixty-five (65) hours or more in any term shall receive a tuition increase assistance for that term in which they are employed as calculated in paragraphs b) and c) below.
- (ii) Employees who are not students or are exempt from tuition shall not receive tuition increase assistance under this Article.

(b) Reference Fees

- (i) The reference tuition fee for employees who commenced employment prior to August 31, 2006 is defined as those program tuition fees established as of May 1, 2001.
- (ii) The reference tuition fee for employees who commence employment on or after September 1, 2006 and prior to April 30, 2009, shall be defined as those program tuition fees established as of May 1, 2005.
- (iii) The reference tuition fee for employees who commence employment on or after May 1, 2009 shall be defined as those program tuition fees established as of the first day they commence employment.
- (iv) Employees who remain registered in the same academic program but whose status changes from full to part-time or vice-versa, shall simultaneously change Reference Fees according to the fees for their new registration status in their academic program as of the date of their former Reference Fees.
- (v) Employees who are unable to remain registered in the same program due to changes in program offerings or conditions shall maintain their Reference Fees from their original program if they apply to and are accepted in a different program at Carleton University within twelve (12) months.

(c) Assistance Amount

- (i) The amount of the tuition increase assistance shall be the difference between the current tuition paid by the employee and the Reference Fees, except as specified in subparagraph ii) below.
- (ii) Employees who have scholarships or bursaries which vary with tuition, but are not covered under sub-paragraph a) ii) above, shall receive assistance equal to the difference between the increase in their scholarship or bursary due to the increase in tuition, and the actual dollar amount of that increase, if any.

ARTICLE 24: EMPLOYEE ASSISTANCE FUND

24.01 The Employer agrees to pay the following amounts into an Employee Assistance Fund, with eligibility guidelines to be determined by the J.C.C. Any unused funds will be carried over and added to the next year's fund:

September 2013 - August 2014: one hundred forty thousand dollars (\$140,000)

September 2014 - August 2015: one hundred fifty thousand dollars (\$150,000)

September 2015 - August 2016: one hundred sixty thousand dollars (\$160,000)

The following items (a) through (e) as covered by the Fund will be administered by a mutually agreed third party vendor. The costs of administration will be borne by the fund:

- (a) Child-care costs in order to perform their duties; and/or
- (b) Eye-care costs where the Employee does not have access to vision care under a health insurance plan; and/or
- (c) Dental costs where the employee does not have access to coverage under an existing dental plan, or where the costs exceed the coverage; and/or
- (d) Physiotherapy costs where the employee does not have access to coverage under an existing health plan, or where the costs exceed the coverage; and/or
- (e) Chiropractic costs where the employee does not have access to coverage under an existing plan, or where the costs exceed the coverage.

The following items (f) through (h) as covered by the Fund will be administered by the J.C.C.:

(f) Assistance with UHIP premium costs; and/or

(g) A TA advance in the first month of every term for which they hold a TA position. Employees shall have access to seven hundred fifty dollars (\$750) interest free with a repayment plan in which four hundred dollars (\$400) is deducted from the first pay period of the academic year and one hundred seventy five dollars (\$175) is deducted in each of the following two (2) pay periods.

(h) Emergency loans

ARTICLE 25: DURATION AND RENEWAL

25.01 Except as specifically otherwise provided herein, this Agreement shall come into force on the date of ratification, and shall remain in effect until August 31, 2016. It is understood that both parties shall subject the Agreement to a ratification vote. For the purposes of this Article, the date of ratification shall be defined as the date upon which the Union ratifies the Agreement.

25.02 If either party desires to bargain with a view to renewal of this Agreement with or without modification, such party shall give notice of such desire to the other party at least 60 days and not more than 120 days prior to the expiry of this Agreement.

25.03 The parties shall meet within 20 days from the giving of the notice or within such further period as the parties agree upon and they shall bargain in good faith and make every reasonable effort to make a Collective Agreement.

ARTICLE 26: TECHNICAL INFORMATION

26.01 The Employer shall make available to the Union, upon written request and within a time mutually agreed to by the parties, such information as the parties may reasonably agree is necessary for the purposes of collective bargaining or the administration of this Collective Agreement, providing such information does not

violate a confidence and is not reasonably attainable through the Union's own resources.

ARTICLE 27: INTERNATIONAL DEVELOPMENT FUND

27.01 The Union authorizes the Employer to make a deduction, equivalent to one cent per hour from each employee's wages, to be paid into a fund for international development. Each year, the money shall be donated to an international development organization registered by Revenue Canada as a charity, to be selected by the Union. The money, once deducted, shall be sent to the Union to dispense. Each employee shall be given the chance to refuse the deduction from their wages at the start of each appointment. The Union shall administer the opting out procedure. The Union agrees to indemnify and save the Employer harmless from any claims which may be made against it by an employee as a result of the deduction or non-deduction for this Fund, except for any claim or liability arising out of an error committed by the Employer. It is understood that the Employer has no responsibility with respect to tax receipts for charitable contributions.

ARTICLE 28: PARITY COMMITTEE

28.01 The parties agree to establish a parity committee to examine the role of teaching assistants in the presentation of the undergraduate program at Carleton University in light of the parties' commitment to academic excellence. The committee shall examine all aspects of working conditions for all positions in the bargaining unit, including the statements of duties and hours which are produced pursuant to Article 14.03. The committee shall issue a report by August 1 of each year. The parties agree to provide such reasonable resources as the Committee considers necessary to prepare its report.


ARTICLE 29: AMALGAMATION AND MERGER

29.01 As a minimum, the Employer shall meet the standards for mergers and the employment standards set out in the Ontario *Labour Relations Act S.O. 1995, c.1* and the Ontario *Employment Standards Act S.O. 2000, c.41* in effect at the date of signing of this Agreement.

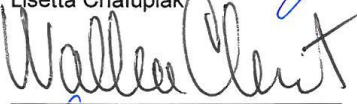
THIS COLLECTIVE AGREEMENT

SIGNED at Ottawa Ontario,
this 30 day of April, 2014.

FOR THE EMPLOYER




Lisetta Chalupiak



Wallace Clement



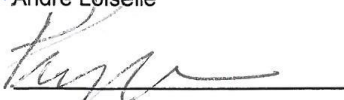
Lisa Hughes



Joanne Bree



Andre Loiselle

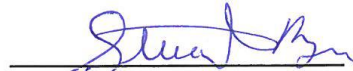


Prosenjit Bose




Tim Sullivan

FOR THE UNION




Stuart Ryan



James Meades



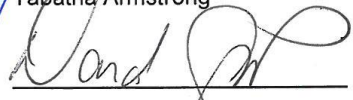
Kevin Partridge




Chris Nicol



Tabatha Armstrong



David Simao



John Gillies

APPENDIX A:

STUDENT CONSULTANTS

The following articles of the Collective Agreement do not apply to Student Consultants:

13.01, 13.03, 13.04(d) (viii), 13.07(b) and (c), 14.01, 14.02, 14.03(c) and (e), 15.03, 15.05, 23.02, and 23.04 (b).

The following articles of the Collective Agreement are hereby amended as follows, for student consultants only:

10.04 Step One: For Supervisor, substitute Supervisor, User Services.

10.05 Step Two: For their department head, substitute the Associate Director, Services and Facilities.

10.06 Step Three: For the appropriate Dean, substitute the Director, Computing and Communications Services.

13.03 The Department's form shall specify/contain:

- (a) That application does not ensure employment;
- (b) The dates upon which employment decisions will be made;
- (c) The sites in which student consultants may work;
- (d) A description of the duties performed at computing sites;
- (e) Sufficient space for applicants to indicate a preference as to c);
- (f) Sufficient space for applicants to cite reasons for their preference and factors which may bear on the decision including academic qualifications and relevant work experience.

13.04(a) The Supervisor, User Services may establish reasonable prerequisites which an employee must meet in order to work at a particular computing site and determine whether those prerequisites have been met before the employee becomes eligible to work at any of the computing sites.

13.04(c) Based on the experience and education of the applicants, the Employer shall endeavour to accommodate preferences of applicants with respect to working in anyone of the sites operated by Computing and Communications Services.

13.07 Qualified applicants who are full-time Carleton students will be given preference over non-student applicants for student consultant positions, but nothing in this Agreement shall be construed so as to limit the Employer's right to assign work normally performed by student consultants to members of the CUPE 2424 bargaining unit.

- 14.03 (d) If, during the term of appointment, the Supervisor of User Services, CCS, changes the duties or the allocation of hours for any duties, or changes the assignment from one computing site to another, such changes shall be discussed with the employee, and confirmed in writing, with a copy to the Director, Computing & Communications Services and the Union.
- 14.04 All assigned duties of an employee shall be included in the calculation of required hours. Such duties may include, but are not limited to: keeping consulting hours at one of the computing sites, keeping records and entering data, improve, document, and/or devise tests for a program, checking and reporting terminal and printer malfunctions.
- 14.06 The Department of Computing & Communications Services will endeavour to re-arrange student consultants work schedule in order to prepare for or write examinations or to fulfill any other course requirements in their own degree program.
- 22.05 For the Dean, substitute the Supervisor, User Services.
- 23.04 (c) Salaries for student consultants shall be paid on the basis of-actual hours worked as submitted to the Payroll Office on a Payment Authorization form, on a bi-monthly basis. .

APPENDIX B

To be completed by the employee:

Name _____

Department of Work _____

To: (Immediate Supervisor) _____

Based on my job description and my experience to date with the job, I have concerns; about the following aspects of my assignment as outlined below (please be as specific as possible):

I therefore request a meeting with you within five (5) working days.

Yours sincerely,

Signature _____ Date _____

Rationale:

The Union proposes a means by which our members may address conditions of overwork through a formal request that outlines the steps to take in the event of concerns about such conditions. This is a more efficient process than the current recourses which are described in Article 14.03 and this will benefit all parties involved, as it reduces the potential for conflict, avoids grievance procedures and contributes to a healthy working relationship between the Employer and the Union.

APPENDIX C

MEMORANDUM OF AGREEMENT

between

CARLETON UNIVERSITY

And

CUPE 4600 (UNIT 1)

Re: Pedagogical Training and TA Orientation

WHEREAS, it is the purpose of this Memorandum of Agreement to continue and to further the training and development of employees covered by the CUPE 4600 (Unit 1) Collective Agreement in order to enable those employees to enjoy and to provide the best possible teaching and learning experience for themselves and for all students of Carleton University;

AND WHEREAS, Article 15.02 a) of the CUPE 4600 (Unit 1) Collective Agreement requires the Employer to sponsor in the beginning of each September, an orientation session at which the Union may be represented, on pedagogical or technical skills relevant to the assigned duties of employees;

AND WHEREAS, Article 15.02 b) of the CUPE 4600 (Unit 1) Collective Agreement requires the Employer to establish an annual fund of ten thousand dollars (\$10,000) to be administered by the Dean of Graduate and Postdoctoral Affairs, to provide for pedagogical training for all teaching assistants;

AND WHEREAS, Article 15.02 b) of the CUPE 4600 (Unit 1) Collective Agreement provides that the Employer agrees to consult with the Union in the ongoing development of this training program, and in particular on:

- (i) the assessment of training needs;
- (ii) the availability of suitable training resources;
- (iii) the manner in which training opportunities should be made available to employees;
- (iv) any other matter related to training the parties agree to review.

AND WHEREAS, Article 15.02 c) of the CUPE 4600 (Unit 1) Collective Agreement requires the parties to periodically review the adequacy of such training programs in Article 15.02 b) and the orientation sessions in Article 15.02 a);

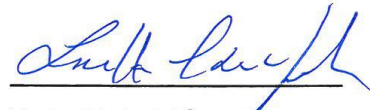
NOW THEREFORE, the parties agree as follows:

1. The parties agree that the Dean of Graduate and Postdoctoral Affairs shall be responsible for ensuring that the Employer meets its obligations under Article 15.02 of the CUPE 4600 (Unit 1) Collective Agreement. All communications regarding the manner on which the responsibility will be carried out shall be issued from the Office of the Dean of Graduate and Postdoctoral Affairs to the employees and the supervisors.
2. A standing joint training sub-committee of the J.C.C. shall be established with three (3) representatives of the Employer and three (3) representatives of the Union. The Employer representatives will be appointed by the Dean of Graduate and Postdoctoral Affairs within three months ratification of the current collective agreement.
3. The training sub-committee of J.C.C. shall meet at least three (3) times per year. Additional meetings may be called by either party on five (5) days written or by mutual consent.
4. The purpose of the training sub-committee shall be to make recommendations to the Dean of Graduate and Postdoctoral Affairs regarding the ongoing development of TA training and to review the adequacy of such training programs and of the orientation session referred to in articles 15.02 a) and b) of the CUPE 4600 (Unit 1) Collective Agreement.
5. The joint training sub-committee shall review the following on an ongoing basis and report to the Dean of Graduate and Postdoctoral Affairs their recommendations on, inter alia:
 - (i) the assessment of training needs;
 - (ii) the availability of suitable training resources currently in place;
 - (ii) the manner in which training opportunities should be made available to employees;
 - (iv) the scheduling of training opportunities for employees;
 - (v) CUPE 4600 representation in the orientation session at the beginning of each September;
 - (vi) the evaluation of training provided to employees;
 - (vii) the tracking of training hours worked by employees;
 - (viii) any other matter related to training the parties agree to review.

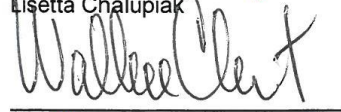
- 6. The parties agree that CUPE 4600 shall be represented at the orientation session in the beginning of each September. The role of the CUPE 4600 representative at the orientation session shall be reviewed on an ongoing basis.
- 7. The parties agree that the Dean of Graduate and Postdoctoral Affairs shall be responsible for ensuring that the time spent by employees in training is tracked, recorded and paid. Payment for training shall be governed by the provisions of the CUPE 4600 (Unit 1) Collective Agreement.

DATED at Ottawa, Ontario, this 30 day of April, 2014.

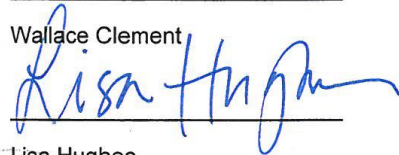
FOR THE EMPLOYER



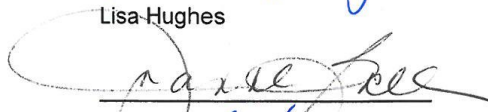
Lisetta Chalupiak



Wallace Clement



Lisa Hughes



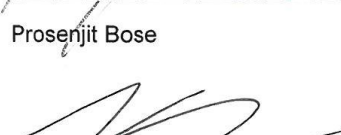
Joanne Bree



Andre Loiselle



Prosenjit Bose



Tim Sullivan

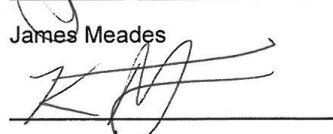
FOR THE UNION



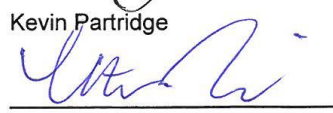
Stuart Ryan




James Meades



Kevin Partridge



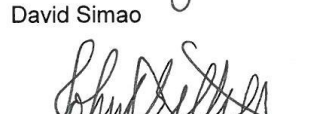
Chris Nicol



Tabatha Armstrong



David Simao



John Gillies

APPENDIX D

Re: ARTICLE 18: EVALUATION AND EMPLOYEE FILES

WHEREAS, Article 18.01 (b) of the CUPE 4600 (Unit 1) Collective Agreement requires the Employer to consult with the Union on the evaluation procedure prior to implementation of formal student evaluations of the performance of teaching assistants;

AND WHEREAS, the evaluation system developed shall be used to improve the quality of teaching assistants and the quality of education. It shall be used as a diagnostic tool to make good teaching assistants better in order to enable employees to enjoy and provide the best possible teaching and learning experience for themselves and for all students of Carleton University;

NOW THEREFORE, the parties agree as follows:

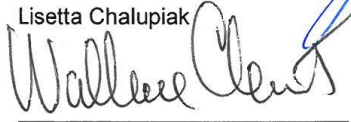
1. Within one (1) month of the ratification of the Collective Agreement, the parties agree to establish a parity sub-committee of not more than six (6) members comprising three (3) representatives of the Employer and three (3) representatives of the Union. The Employer representatives will be appointed by the Dean of the Faculty of Graduate and Postdoctoral Affairs.
2. The purpose of the joint sub-committee shall be to make recommendations to the Dean of the Faculty of Graduate and Postdoctoral Affairs regarding:
 - (a) the topics to be evaluated and the procedures for administering formal student evaluations of the performance of teaching assistants;
 - (b) the character and extent of actions to be taken subsequent to evaluation to improve teaching assistants performance; and
3. All recommendations of this joint sub-committee will be agreed to by consensus. The joint sub-committee shall report its recommendations to the Dean of the Faculty of Graduate and Postdoctoral Affairs within six (6) months of the signing of the Collective Agreement. There is an expectation that these recommendations will be given full and due consideration by the Dean.

DATED at Ottawa, Ontario, this 30 day of April, 2014.

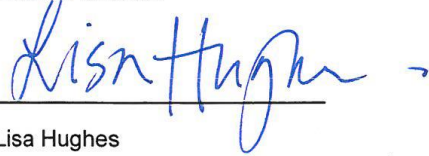
FOR THE EMPLOYER



Lisetta Chalupiak



Wallace Clement



Lisa Hughes



Joanne Bree



Andre Loiselle

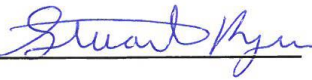


Prosenjit Bose

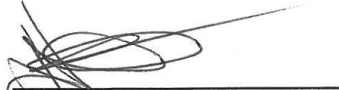


Tim Sullivan

FOR THE UNION



Stuart Ryan



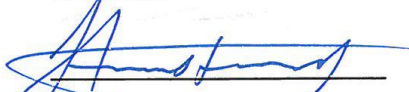
James Meades



Kevin Partridge



Chris Nicol



Tabatha Armstrong



David Simao



John Gillies

APPENDIX E

MEMORANDUM OF AGREEMENT

between

CARLETON UNIVERSITY

and

CUPE 4600 (Unit 1)

Re: Appropriate Allocation of Secure Space

WHEREAS Article 16.01(a) of the CUPE 4600-1 Collective Agreement requires the Employer to provide employees covered by CUPE 4600-1 with appropriate secured space;

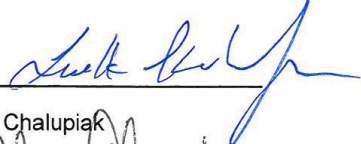
AND WHEREAS the Employer agrees with the need for such space as is required by employees for the performance of their duties;

NOW THEREFORE the parties agree as follows:

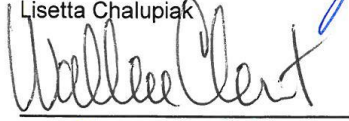
1. Within four (4) months of the ratification of the Collective Agreement, the parties agree to establish a parity committee of six (6) members comprising three (3) representatives of the Employer and three (3) representatives of the Union;
2. The purpose of the joint sub-committee shall be to make joint recommendations to be reviewed by 01 May 2014 by the Dean of the Faculty of Graduate and Postdoctoral Affairs prior to September 2014 regarding:
 - (a) the storage option(s) *required* for employees covered by CUPE 4600-1 to securely store materials and student work during the course of employment;
 - (b) the storage option(s) *available* to employees covered by CUPE 4600-1 to securely store materials and student work during the course of employment;
3. Within the context of, and flowing from the above joint recommendations regarding a review of storage options for employees covered by CUPE 4600-1, the parties shall define "appropriate secured space."

DATED at Ottawa, Ontario, this 30 day of April, 2014.

FOR THE EMPLOYER



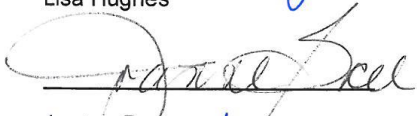
Lisetta Chalupiak



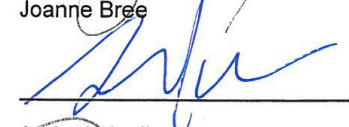
Wallace Clement



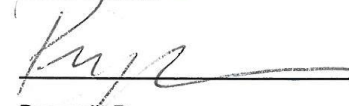
Lisa Hughes



Joanne Bree



Andre Loiselle



Prosenjit Bose

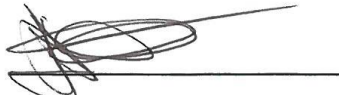


Tim Sullivan

FOR THE UNION



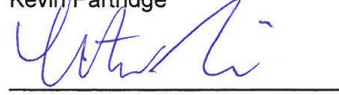
Stuart Ryan



James Meades



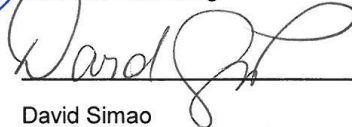
Kevin Partridge



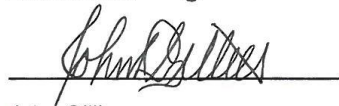
Chris Nicol



Tabatha Armstrong



David Simao



John Gillies

APPENDIX F

RE: JOINT COMMITTEE ON THE IMPACT OF TECHNOLOGY

WHEREAS the parties recognize that the use of educational technologies and technological change may affect the terms and conditions of employment and professional duties and responsibilities of CUPE 4600 members in all disciplines; and

WHEREAS Article 15.08 establishes a Joint Committee on the Impact of Technology (JCIT) that will follow the guidelines below to examine the terms and conditions of employment including workload, with respect to the use of educational technologies for electronic course delivery; and

THE PARTIES AGREE, without prejudice or precedent, to any similar or other matter:

1. That the JCIT shall consider the potential impact of technological change and make recommendations to the parties respecting the following:
 - i. Issues respecting ownership of materials, copyright issues, and the utilization of revenue derived from the creation and production of educational technologies such as but not limited to MOOC software, CUOL courses, or other media products;
 - ii. Support services and training opportunities for CUPE 4600 members as is relevant in all disciplines, and the ways these might be developed and enhanced;
 - iii. Communications respecting such matters as changes in available technology, support services and training opportunities, and how these might be improved;
 - iv. Issues directly related to workload;
 - v. Other aspects of supplemental educational technology as are relevant to CUPE 4600 members.

LETTER OF UNDERSTANDING

RE: COLLECTIVE AGREEMENT ORIENTATION

WHEREAS, the Employer and the Union agree that the Union does not have any jurisdiction over the exclusive management right of the Employer to assess the training needs of its managers;

NOW THEREFORE, the Employer and the Union agree to discuss at J.C.C. matters pertinent to the operation of the Collective Agreement which may include a review of ways to facilitate the knowledge of supervisors and Employees regarding their respective rights and obligations under the Collective Agreement.

Recommendations of the J.C.C. shall be reported to the Dean of Graduate and Postdoctoral Affairs and the Provost.

DATED at Ottawa, Ontario, this _____ day of _____, 2010.

FOR THE EMPLOYER

FOR THE UNION

Stephen Green

James Meades

Colleen Boucher

Mat Nelson

John Shepherd

Priscillia Lefebvre

Emma Lind

Tim Fowler

Chris Hurl

John Gillies

Stuart Ryan

LETTER OF UNDERSTANDING

WHEREAS, The Employer and the Union agree that the Union does not have any jurisdiction over the determination of scholarships or bursaries offered by the Faculty of Graduate and Postdoctoral Affairs.

NOW THEREFORE, the Employer confirms that for the duration of this Collective Agreement, no scholarship or bursary offered by the Faculty of Graduate and Postdoctoral Affairs to any graduate student employed in the bargaining unit will be reduced as a result of the negotiated rates of pay in this Agreement.

DATED at Ottawa, Ontario, this ___ day of _____, 2010.

FOR THE EMPLOYER

FOR THE UNION

Stephen Green

James Meades

Colleen Boucher

Mat Nelson

John Shepherd

Priscillia Lefebvre

Emma Lind

Tim Fowler

Chris Hurl

John Gillies

Stuart Ryan

LETTER OF UNDERSTANDING
between

CARLETON UNIVERSITY

And

CUPE 4600 (UNIT 1)

Re: Preference for Undergraduate TAs

The parties agree with the principle that undergraduate TA's who have worked in the past shall have, subject to satisfactory performance, preference for available work for which they are qualified. The parties further agree to discuss the matter at J.C.C. with a view to the implementation of this Agreement.

DATED at Ottawa, Ontario, this ___ day of _____, 2010.

FOR THE EMPLOYER

FOR THE UNION

Stephen Green

James Meades

Colleen Boucher

Mat Nelson

John Shepherd

Priscillia Lefebvre

Emma Lind

Tim Fowler

Chris Hurl

John Gillies

Stuart Ryan