

COLLECTIVE AGREEMENT

between

THE UNIVERSITY OF OTTAWA

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2626

from May 20, 1997 to August 31, 2002

| SOURCE | EFF. | TERM. | No. OF EMPLOYEES | NOMBRE D'EMPLOYES |
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ARTICLE 1

INTRODUCTION

1.1 Definitions and Purpose

In this Agreement, the feminine is inclusive of the masculine.

Agreement or Collective Agreement: the current collective agreement between University of Ottawa and Local 2626 of the Canadian Union of Public Employees.

Bargaining Agent: the Canadian Union of Public Employees/Syndicat canadien de la fonction publique and its agents.

Bargaining Unit: the bargaining unit as defined in the certificate issued by the OLRB, dated May 20, 1997, and in Article 3, Scope.

Chair or Department Chair: a person so titled in each department in faculties with departments; in faculties without departments or in units that do not have departmental status, those persons designated by the Employer to carry out a function ascribed by the Collective Agreement to a Department Chair.

CUPE/SCFP: the Canadian Union of Public Employees/Syndicat canadien de la fonction publique.

Employee: all persons included in the Bargaining Unit.

Employer: the University of Ottawa and any of its officers or authorities.

FGPS: Faculty of Graduate and Postdoctoral Studies.

OLRA: Ontario Labour Relations Act.

OLRB: Ontario Labour Relations Board.

Parties: the parties to this Collective Agreement, namely the Employer and the Union.

Registered: a graduate or undergraduate student registered in a regular program of studies in an academic session at the University of Ottawa, it being understood that students who have officially submitted their Master's thesis or Ph.D dissertation to the FGPS are considered to be registered during the term in which the thesis or dissertation is submitted, is under evaluation or is in the defense process.

Student: a person registered as a regular student at the University of Ottawa, who has regular Student Status.

Student Status: graduate and undergraduate Student

Status is considered to have ended

- a) when the student has been granted her degree by the Senate of the University of Ottawa;
- b) when the student has voluntarily withdrawn from the University; or
- c) when the student has withdrawn by virtue of an academic regulation of the University requiring the student's withdrawal.

In addition, undergraduate Student Status is considered to have ended if a student not on authorized leave of absence has not re-registered in the Winter academic session immediately following the last Fall academic session in which she was registered or if she has not re-registered in the Fall academic session immediately following the last Winter academic session in which she was registered.

Supervisor: whoever is the immediate supervisor of an Employee.

Thesis Director: the professor appointed by the FGPS to supervise a student in the preparation of her Master's thesis or Ph.D. dissertation.

Union: Local 2626 of the Canadian Union of Public Employees (la section locale 2626 du Syndicat canadien de la fonction publique).

Unit: any academic unit, including but not limited to departments, schools, research centres, institutes, faculties without departments of the University of Ottawa in which Employees may be employed.

University: University of Ottawa.

Working Day: a regular University of Ottawa working day where Employees are working, or graduate or undergraduate students are in attendance from Monday to Friday inclusively, excepting holidays recognized in this Collective Agreement.

1.2 Purpose of this Agreement

The University recognizes the importance of the Employees represented by the Union as a vital part of the university community in its teaching and research functions. The general purpose of this Agreement is to establish an orderly collective bargaining relationship between the University and its Employees represented by the Union to ensure the peaceful settlement of disputes and to set forth agreement covering rates of pay and other working conditions which shall supercede all previous agreements and arrangements between the Employer and the Employees represented by the Union.

ARTICLE 2

MANAGEMENT RIGHTS

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

2.2 In exercising its rights and in conducting its employment relations, the Employer shall act reasonably, non-discriminatorily, and in good faith.

ARTICLE 3

5 SCOPE

- 3.1** As per the May 20th, 1997 decision of the OLRB, included in the Bargaining Unit of the Union are: all Employees of the University of Ottawa, in the Regional Municipality of Ottawa-Carleton employed as Teaching Assistants, Tutors, Demonstrators, Markers, Research Assistants, Proctors and Lab Monitors, save and except any person for whom a trade union held bargaining rights on the date of the Application, March 27, 1997. It is understood by both Parties that Research Assistants funded through monies awarded to professors by external agencies are members of the Bargaining Unit.
- 3.2** The Parties agree that it is a condition of employment for all Employees that they be students registered at the University of Ottawa.
- 3.3** The Parties agree that the work performed under the Work-Study Program, as it existed May 20, 1997, is excluded from the Bargaining Unit.
- 3.4** Graduate students who receive a bursary from monies awarded to a professor or a group of professors by an external agency and who are assigned a duty, assignment or activity as a condition of receiving the bursary are excluded from the Bargaining Unit and are not subject to the provisions of the Collective Agreement provided that such duty, assignment or activity
- a) is significantly related to the work required to fulfill the requirements of the student's program of study as set out in the appropriate calendar of the Faculty of Graduate and Postdoctoral Studies; and
 - b) enhances the student's experience and knowledge in the student's study of her chosen discipline; and
 - c) is not assigned solely or primarily for the purpose of replacing the work of clerical or technical staff that normally would perform such duties; and
 - d) does not impinge on the time required by the student to satisfy her degree requirements; and

- e) does not place unreasonable demands upon the student by compelling her to abandon her current work and to devote the majority of her time to completing the duty, assignment or activity within a short period of time; and
- f) is **set** out in writing by the professor at the time the bursary was offered to and accepted by the student.

ARTICLE 4

JOB CLASSIFICATIONS

- 4.1** All students employed in any of the jobs corresponding to any of the classifications set out in **4.3** below shall be included in the Bargaining Unit. It is understood that persons employed by the University in existing job classifications not included in the Bargaining Unit carry out research and perform tasks related to research activities. It is understood however that if a student of the University is hired to carry out research activities, that student shall be classified as a Research Assistant pursuant to 4.3.5 and shall be part of the Bargaining Unit.
- 4.2** The University will create no new job classifications for students that include in their job description tasks that are included in the job classifications set out in **4.3** without the written consent of the Union. When job classifications are changed or new ones created that include in their job descriptions tasks listed in the classifications under **4.3** below, the Union will be notified in writing as soon as possible by the University Chief Negotiator.
- 4.3** **Classifications**
 - 4.3.1** **Teaching Assistant/Demonstrator/Lab Monitor**

Shall be defined as a student hired to assist in the presentation or delivery of a course or to demonstrate, supervise, and/or monitor a laboratory or class and who may perform any or a combination of duties including but not limited to: teaching, correcting, demonstrating, monitoring labs, conducting discussion groups or problem sessions, consulting with individual students, proctoring and tutoring.

4.3.2 Tutor

Shall be defined as a student hired to consult, conduct **one or more remedial tutorial sessions or tutor** individual students.

4.3.3 Corrector (Marker)

Shall be defined as a student hired to perform duties related to marking and grading of students' work.

4.3.4 Proctor

Shall be defined as a student hired to invigilate during an examination, and when required, to perform other related duties including but not limited to bringing exams to the examination room, distributing exams to students, collecting exams at the end of the examination, placing the exams in order, supervising other proctors, and delivering the completed exams to the appropriate place.

4.3.5 Research Assistant

Shall be defined as a student hired to provide **services** in the context of carrying out research activities. Duties and tasks may include but are **not limited to the performance** of clerical, laboratory or any technical tasks.

ARTICLE 5

UNION RECOGNITION

5.1 The Employer recognizes CUPE/SCFP as the sole and exclusive bargaining agent and representative for all members of the bargaining unit as set out in paragraph 3.1 of the Agreement.

5.2 The Employer shall not meet with any individual or group of individuals undertaking to represent the Union without the proper written authorization of the Union. Furthermore, no Employee shall be required or permitted to make a written agreement with the Employer or any of its representatives which may conflict with the terms of this Agreement, without the proper written authorization of the Union.

5.3 In order that the above may be carried out, the Union shall provide the Employer in writing with the names and position titles of its Officers, the names and jurisdiction of its stewards, and its representatives. Likewise, the Employer shall provide the Union with a list of its designated authorities who are authorized to deal with the Union and their respective jurisdictions.

5.4 These lists, including University mailing addresses, telephone numbers, and e-mail addresses (if any), shall be forwarder' in a machine-readable form agreed to between the Parties.

ARTICLE 6

UNION SECURITY

6.1 As a condition of continued employment, all Employees and all future Employees shall become and remain members in good standing of the Union under its constitution and bylaws.

Notwithstanding the foregoing, the Parties agree that the Employer may hire non-students for posted positions when no qualified student applies for such a position, it being understood by the Parties that such non-students shall not be included in the bargaining unit of CUPE Local 2626 provided that such non-students:

- a) are paid the basic rate for the relevant position as set out in the Collective Agreement minus the amount that would normally have been collected as CUPE Local 2626 dues had these non-students been members of the Bargaining Unit and of Local 2626; and provided that

- b) the University forward to CUPE Local 2626 a list of the names of all such non-students, the dates of their employment, the positions they **hold**, and the department in which they are employed.

It is further agreed by the Parties that the Employer shall remit to CUPE Local 2626, at the end of every month, the amount equivalent to the dues that would have been collected from such non-students had they been members of the Bargaining Unit.

The Employer will make reasonable efforts to hire students to fill the positions as defined in Article 4.

6.2 The Employer agrees to inform all applicants, prospective members of the Union and new Employees, that a Collective Agreement is in effect, and to include with each new Employee's notification of appointment, pursuant to Article 18, Postings and Appointments, a copy of the Agreement and a kit prepared by the Union, provided this is made available to the Employer in sufficient copies. The Employer further agrees to provide copies of any new agreement to all Employees within the time limits set out in 29.2.

6.3 The Employer shall deduct each month from the salary (if any) of each Employee a sum equal to the monthly dues and/or assessments specified in the bylaws/constitution of the Union.

6.4 The Employer shall remit the amount deducted to the Secretary Treasurer of the Union by the end of the month in which deductions were made and at the same time forward a list of the persons from whom the deductions were made, the amount deducted and the salary on which the amount was deducted.

6.5 The Employer shall forward the list of all Employees having an active contract each October 30, February 28 and June 30 within five (5) working days. The list shall include the name of the Employee, the local or permanent address as furnished by the Employee, the Unit where the Employee is employed and the function for which the Employee was hired, as reflected on payroll files. All lists shall be forwarded in a machine-readable form agreed to between the Parties.

ARTICLE 7

UNION SERVICE

7.1 In recognition of the fact that service for the Union can limit the ability of Employees to make themselves available for full employment, the Employer agrees to pay the Union by 30 September of each year the equivalent of six (6) Full Appointments at the level of Teaching Assistant. In years when the Collective Agreement must be renegotiated, the Employer agrees to pay the Union the equivalent of one (1) additional Full Appointment at the level of Teaching Assistant.

7.2 The Union shall advise the Employer in writing of all members of the Union bargaining committee. The Parties agree to schedule negotiating sessions so that

the work schedules of Employees are not unnecessarily disrupted. Nevertheless, where the Parties agree to a negotiating session that is in conflict with an Employee's work schedule, the University Chief Negotiator shall notify the Supervisor(s) of the Employee(s) that the absence of the Employee has been authorized by the University as a paid leave.

ARTICLE 8

10 CORRESPONDENCE

1 All correspondence between the Parties arising out of or incidental to this Agreement, except where otherwise expressly provided in this Agreement, shall pass

between the designated Officer of the Union, CUPE Local 2626, University of Ottawa, and the Chief Negotiator of the University, Office of the Rector, Room 244C, Tabaret Hall. Official correspondence shall be on letterhead and hand-signed.

2 Where the Agreement specifies notice in writing or requires the exchange of correspondence, the internal post system of the University shall normally be deemed an acceptable means of communication.

3 For the purposes of the present Collective Agreement, and in the absence of proof to the contrary, receipt of any notice or other correspondence shall be deemed to have occurred five (5) working days after the date of expedition.

4 Where an Employee is on leave in accordance with this Collective Agreement, the Employer shall forward any notice or other documentation related to the Employee's status as an Employee to her last known mailing address.

5 A copy of all correspondence from the Employer or its representative(s) to any Employee, relating to appointments or the terms and conditions of appointment other than a letter of appointment which corresponds in all significant respects to the job posting shall be forwarded to the Union. The Union Representative(s) may consult an Employee's Personal File during regular departmental business hours, after giving reasonable notice and upon presentation of written consent of the Employee.

ARTICLE 9

LABOUR/MANAGEMENT COMMITTEE

9.1 Labour/Management Committee

9.1.1 The Union and the Employer acknowledge the mutual benefit of joint consultation and agree therefore that there shall be a joint Labour/Management Committee. Each Party shall designate three or more persons to attend meetings and shall determine the capacity (representatives, counsellors, observers, etc.) in which they are attending; it is understood that only three designates of each party may vote and that the designates need not be members of the Bargaining Unit or of management. Each Party shall designate one of its representatives as co-chairperson, and the two persons so designated shall alternate in presiding over meetings. Meetings shall be arranged at the request of either Party by submitting in writing the topics to be discussed, together with the list of the persons attending and the capacity in which they shall attend. Such meetings shall take place, at a mutually-agreeable time, within ten (10) working days of the receipt of the request for the meeting.

9.1.2 The committee shall function in an advisory capacity only, except as otherwise specified in this Agreement, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions, and shall not have the right to add or modify the terms of this Agreement, nor have the authority to act in a manner that is contrary to the terms of this Agreement. Recommendations from the Labour/Management Committee may be implemented by corollary agreement between the Parties.

- 9.1.3 Meetings shall not be used to discuss matters which are the subject of a grievance nor to discuss any matters which are, at the time, the subject of collective bargaining.
- 9.2 The Parties agree to form committees as required by other articles in this Agreement.
- 9.3 With regards to documentation for the Board of Governors and Senate, the Union will receive the same documentation provided to APUO and to the Students' Federation. If the Union wishes to express concern either to the Board of Governors or to the Senate with respect to matters before the Board or Senate, the Union may transmit the appropriate number of copies of its submission to the Secretary of the University, who shall ensure that copies are distributed to members of the Board and/or of Senate.
- 9.4 Chairs of departments shall make available to appropriate Union stewards or Union designates copies of agendas and minutes of departmental assembly meetings, at the time when these are made available to departmental members, provided the steward or designate identify herself in writing to the chair.

ARTICLE 10

NO DISCRIMINATION

- 10.1 The Employer and the Union agree that there shall be no discrimination, intimidation, interference, restriction, or coercion exercised or practiced with respect to any member of the Bargaining Unit in any matter concerning the application of the provisions of this Agreement by reasons of age, race, creed, colour, place of origin, ancestry, citizenship, religious or political affiliation, activity or belief, sex and sexual orientation, marital, parental or family status (including de facto unions, common law and same sex relationships), number of dependents, record of offenses (except where the record is a reasonable and bona fide ground for discrimination because of the nature of the employment), academic orientation or school of thought (subject to Article 21.1), place of residence (except where the place of residence is at such distance from the University that it significantly restricts Employees from carrying out their duties and responsibilities), physical handicap or disability (as defined by the Human Rights code, provided that such handicap or disability does not interfere with the person's ability to perform the normal regular duties of the position), membership or non-membership in the Union, lawful activity or inactivity in the Union, or the exercise or non-exercise of rights under this Agreement.

10.2 The Parties agree that there shall be no discrimination on the basis of language except where the lack of language competence would clearly prevent carrying out the required duties. The Parties also agree that language requirements as set out in postings that comply with the University policies and regulations on

English/French bilingualism shall not be deemed discriminatory.

10.3 The Employer will maintain a work environment in which Employees remain free from intimidation and any threats, explicit or implied that are designed to or might reasonably be understood to dissuade an Employee from exercising her rights under this Agreement.

10.4 The Employer undertakes that no student who is or had been a member of the Bargaining Unit shall be penalized in her Student Status for the exercise of any of her rights under this Collective Agreement or by reasons of her membership or activity in the Union. It is understood that losing financial assistance subject to Article 18 or Article 30 shall not constitute a form of penalization in Student Status in the context of this clause. It is further understood that nothing in the foregoing shall be construed so as to diminish or eliminate any academic obligation resulting from an Employee's Student Status.

ARTICLE 11

HARASSMENT

11.1 Harassment

11.1.1 For the purposes of this Article, harassment means engaging in a course of comment or conduct, whether deliberate or inadvertent, which denies individuals their dignity and/or respect, or is offensive, embarrassing or humiliating to the individual, vexatious or vindictive, or adversely affects the working environment, that is known or ought reasonably to be known to be unwelcome. Harassment can be physical, psychological, verbal, visual or written (including but not limited to electronic media). It may take the form of excluding an Employee from rights or privileges related to her employment and to which she is otherwise entitled. It can involve individuals or groups, and includes the threat of lodging a complaint as well as the threat of reprisals if a complaint is lodged.

.1.2 Except in matters concerning sexual harassment as set out in 11.2, when an Employee believes she has been the victim of harassment, she may request through the Union that such harassment and/or contact with the alleged harasser(s) be discontinued in such a manner that no penalty is incurred in Employee or Student Status of either party involved. When the Union receives such a request, and either the complainant or the respondent or both are graduate students, a meeting shall be arranged with the Vice-Dean, FGPS, who shall act as a mediator, within ten (10) working days to evaluate the evidence and determine whether action is warranted, and the complainant notified of the result within one (1) working day. The Vice-Dean shall notify the Union and complainant in writing of the suggested means of resolution, within five (5) working days after the meeting. No information obtained from the complainant shall be used as grounds for disciplinary action against the alleged harasser(s) without the complainant's prior written permission. If the Vice-Dean's resolution of the matter is not to the Employee's satisfaction, the Employee may then file a grievance at Step Three of the Grievance Procedure, subject to Article 13. If neither the complainant nor the respondent is a graduate student, the matter will be referred to the dean of the faculty in which the respondent is employed, who shall appoint a person to act as a mediator in accordance with the provisions of 11.1.2.

11.1.3 Upon the first incident of a comment or conduct that is perceived by the Employee to be as that described in Article 11.1.1, the Employee may report such comment or conduct to the Chair of the Unit where the Employee is employed who shall take appropriate action. The procedure described in 11.1.2 can be implemented only upon the reoccurrence of similar conduct or comment. *It is understood that a report to the Chair following [a] previous incident[s] is not a requirement for the implementation of the procedure described in 11.1.2.*

11.2 Sexual Harassment

11.2.1 The Parties agree that, in addition to the definition of harassment as per Article 11.1.1, the definition of sexual and gender harassment is deemed to include (but not restricted to) one or more of the following:

- a) unwanted sexual attention from a person who knows or ought reasonably to know that such attention is unwanted;
- b) implied or expressed promise of reward for complying with a sexually oriented request;
- c) implied or expressed threat of reprisal or actual reprisal for refusal to comply with a sexually oriented request;

d) a sexual relationship which constitutes an abuse of power in a relationship of trust;

e) a sexually oriented remark or behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work or study.

11.2.2 When an Employee feels she has been the victim of sexual harassment, she may file a complaint under Policy 67. If the resolution or proposed resolution under Policy 67 is unacceptable in any or all of its aspects to the Employee, the Employee may file a grievance at Step Four of the Grievance Procedure. It is understood that the Employee may consult with the Union at any point in the procedure provided that the necessary steps are taken to maintain confidentiality.

11.2.3 The Employer shall ensure that an up-to-date copy of Policy 67 appears on the University Website, that copies of the Policy are available in faculties and departments and that new Employees are made aware of the existence of the Policy at the time they are hired.

ARTICLE 12

NO STRIKES/ NO LOCKOUT

12.1 The Union undertakes that there will be no strike and the Employer undertakes that there will be no lockout so long as this Agreement continues to operate. The meaning of the words strike and lockout shall be as defined in the current OLRA.

12.2 The Employer **agrees** that it shall not request, require, or direct Employees **to** cross a picket line to do any of the work of striking or locked-out employees **of** the University; nor shall it request, require, or direct Employees to do any of the work **of** striking or locked-out employees of the University on other premises. In the case of a strike called by another union at the University, an Employee shall suffer no loss of pay provided she follows the directives issued by University Protection Services. These directives shall be posted on all CUPE Local 2626 bulletin boards and on the University's Website, and a copy shall be forwarded to the Union. The directives shall deal only with the crossing of picket lines and with the performance **of** the Employees' own duties.

- 2.3** No Employee shall suffer any **loss** of pay, be disciplined, or penalized in any way for exercising their rights under this Article, it being understood that nothing in the foregoing shall be construed **so** as to diminish or eliminate any academic obligation resulting from an Employee's Student Status.

ARTICLE 13

GRIEVANCES

13.1 Definitions

13.1.1 Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.

13.1.2 Group Grievance

A group grievance, resulting from a consolidation of

similar individual grievances seeking a common redress, may be initiated at Step One if the Employees all have a common Supervisor, or at Step Two if they are employed

in a single Unit but have different Supervisors, or at Step Three if they are employed in different Units of one faculty, or at Step Four if they are employed in different faculties. The grievance shall be filed no later than thirty (30) working days after the Employees became aware of or reasonably ought to have been aware of the circumstances giving rise to the grievance.

Notwithstanding the preceding, from **14 April 2000** to **14 April 2001**, the period for filing the grievance shall be extended to forty **(40)** working days.

13.1.3 Policy Grievance

A policy grievance, defined as involving a question of general application or interpretation of this Agreement, may be initiated by the Union at Step Three or Step Four, as deemed appropriate by the Union. The grievance shall be filed no later than thirty (30) working days after the Union became aware of or reasonably ought to have been aware of the circumstances giving rise to the grievance. Notwithstanding the preceding, from **14 April 2000** to **14 April 2001**, the period for filing the grievance shall be extended to forty **(40)** working days.

1.2 Grievance Procedure

1.2.1 The Employer acknowledges the rights and duties of the Union Officers and Stewards to assist Employees in preparing and presenting a grievance in accordance with the Collective Agreement.

.2 Step One

If an Employee believes she may have a grievance, she shall so advise her Supervisor in writing no later than thirty (30) working days after she became aware of or reasonably ought to have been aware of the circumstances giving rise to the complaint.

Notwithstanding the preceding, from 14 April 2000 to 14 April 2001, the period for advising the Supervisor shall be extended to forty (40) working days. The Employee may be accompanied by a Union representative if she so wishes at any meeting arranged with the Supervisor to discuss the complaint. The Supervisor shall give her written reply within five (5) working days of either the receipt of the Employee's letter or the meeting with the Employee if such a meeting takes place. Step Two cannot take place unless the Employee has complied with this paragraph.

2.3 Step Two

If the complaint is not resolved at Step One, a grievance shall be set forth in writing, on a form agreed to by the Parties, signed by the grievor and a Union representative, and submitted by the Union to the grievor's Department Chair within twenty (20) working days from receipt of the Supervisor's reply. At this point, the written grievance shall contain the details of the grievance, a statement of the matter in dispute, the specific provision(s) of the Agreement that allegedly has been violated, the relief sought and the common periods of availability of the grievor and the Union representative accompanying her. If Step One is not exercised pursuant to other provisions in this Article, a grievance shall be set forth in writing as above. The Department Chair shall convene a meeting with the grievor and a Union representative to discuss the grievance within five (5) working days of the receipt of the grievance and shall give her reply in writing to the grievor and the Union representative, within five (5) working days after that meeting.

13.2.4 Step Three

If the grievance is not resolved at Step Two, a Union representative shall submit the grievance to the dean of the faculty in question within ten (10) working days of receipt of the Chair's reply. The dean or her designated representative shall convene a meeting with the grievor and a Union representative to discuss the grievance within five (5) working days of the receipt of the grievance, and shall give her reply in writing to the grievor and the Union representative, within five (5)

working days after that meeting.

13.2.5 Step Four

If the grievance is not resolved at Step Three, a Union representative shall submit the grievance to the University Chief Negotiator within ten (10) working days of receipt of the dean's reply. The University Chief Negotiator or her designate shall convene a meeting with the grievor and the Union representative to discuss the grievance within five (5) working days of the receipt of the grievance, and shall give her reply in writing to the grievor and the Union representative within five (5) working days after that meeting.

13.2.6 If the grievance is not settled at Step Four, it may be taken to arbitration, pursuant to Article 14, by a written notice signed by a Chief Steward and the President or her designated representative of the Union and submitted to the Office of the University Chief Negotiator within fifteen (15) working days of receipt of the University Chief Negotiator's reply as set out in Step Four. The written notice shall include the written grievance as set out in 13.2.3.

13.3 Time Limits

13.3.1 The Parties agree to follow the Grievance Procedure in accordance with the steps, time limits and conditions contained herein. If, in any step, the Employer's representative fails to follow the required time limit(s) or conditions, the Union and the grievor **may proceed to the** next step of the grievance.

13.3.2 If the Employee or the Union fails to follow the Grievance Procedure in accordance with 13.2.3, 13.2.4, 13.2.5 and 13.2.6, the grievance shall be deemed withdrawn.

13.3.3 The Parties agree that time is of the essence and any of the time limits set out in this Article may be extended only if **mutually agreed to in writing. Such agreement shall not be unreasonably withheld.**

13.4 Decision **Not To** Grieve

13.4.1 If the Union notifies the Employer in writing of an alleged violation of this Collective Agreement but indicates a decision not to grieve, this decision shall be without prejudice to grievances on similar matters. Such notification shall include a detailed statement of the matter in dispute.

13.4.2 The withdrawal of a grievance at any Step shall be without prejudice to grievances on similar matters. Settlements of grievances at any Step shall not prejudice the position of the Union with respect to other grievances.

13.5 Further Provisions

13.5.1 The Parties agree that the identity of the grievor(s) shall be made available only on a need to know basis up to the time that the matter is in arbitration.

13.5.2 No Employee will be required to hear or attend the grievance hearings of another Employee.

13.5.3 For good and valid reasons, the Parties may agree to waive the requirement for the grievor to sign the grievance or for the grievor to attend the Step Two meeting; such agreement shall not be withheld unreasonably.

13.5.4 When representatives of the Employer arrange the meetings provided for in this Article, they shall make all reasonable attempts to accommodate the periods of availability as stipulated in the filed grievance, it being understood that time limits specified for the holding of such meetings may be extended to accommodate periods of availability of all participants. Nevertheless, when it is not possible to arrange a Step Two, Three, or Four meeting that does not conflict with the Employee's work schedule or with that of the appropriate Union representative, the University shall so advise their respective Supervisors, who shall consider them to be on authorized paid leave for the duration of the meeting.

ARTICLE 14

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ARBITRATION

14.1 Grievances subject to Article 13 shall be heard by a single Arbitrator or by a three (3) person Arbitration Board.

14.1.1 Single Arbitrator

Where the Union requests a hearing before a single Arbitrator, such a request shall be included in the notice provided for in Article 13.2.6. The Employer shall give a written reply to the Union, within five (5) working days of the receipt of the notice, stating whether or not a single Arbitrator is acceptable.

14.1.2 If both Parties agree to arbitration before a single Arbitrator, they shall endeavour to agree on an Arbitrator within ten (10) working days of the receipt of the reply of 14.1.1. If an agreement cannot be reached, either Party may request the appointment of an Arbitrator by the Minister of Labour for the Province of Ontario.

14.1.3 Arbitration Board

If both Parties do not agree to arbitration before a single Arbitrator or if the Union so requests (where such a request shall be included in the notice provided for in Article 13.2.6), arbitration shall be before a three (3) person Arbitration Board. Each Party shall advise the other Party of the selection of its nominee to the Arbitration Board within five (5) working days of the receipt of the notice or of receipt of the reply of 14.1.1. The Parties shall then select a chairperson within ten (10) working days. If an agreement cannot be reached, either Party may request the appointment of a chairperson of the Arbitration Board by the Minister of Labour for the Province of Ontario.

14.2 Powers of the Arbitrator or Arbitration Board

14.2.1 The Arbitration Board or single Arbitrator 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, unless the Parties have expressly agreed, in writing, to give it or her specific authority to do so or to make an award which has such effect.

14.2.2 Should the Parties disagree as to the meaning of the decision of the single Arbitrator or Arbitration Board, the Parties may apply to the chairperson of the Arbitration Board or single Arbitrator to reconvene to clarify the decision.

14.3 Other Provisions

- 14.3.1 No person may be appointed as a nominee to an Arbitration Board or as an Arbitrator who has been involved in any attempts to negotiate or settle the grievance, or has been involved in disciplinary hearings against the Employee(s) involved.
- 14.3.2 Each Party shall bear the expense of its nominee and of costs related to the preparation and presentation of its own case. The fees and expenses of the chairperson of the Arbitration Board or single Arbitrator, and any other expenses incidental to the arbitration hearing shall be borne equally by the Parties.
- 14.3.3 Any of the time allowances set out in this Article may be extended by mutual agreement in writing. The Parties agree that such agreement shall not be unreasonably withheld.
- 14.3.4 All reasonable arrangements shall be made to permit the conferring parties, the single Arbitrator, or the members of the Arbitration Board to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 14.3.5 In the event that a single Arbitrator or Arbitration Board deals with a matter relating to discharge, suspension or disciplinary action, then the single Arbitrator or the Arbitration 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 she or it may deem just and reasonable which would be consistent with the terms of the Agreement. The Employer agrees not to seek to have an Employee's earnings during a period of suspension or discharge deducted from any award made under this Article.

ARTICLE 15

DISCIPLINE

15.1 The Employer shall not discipline, suspend without pay, or discharge except for just cause. In any grievance of a disciplinary action, the burden of proof of just cause lies with the Employer.

15.2 The Employer agrees that no Employee shall be disciplined solely for failure to perform her duties because she is arrested and/or incarcerated provided that the Employee notifies her Supervisor of the situation and the expected duration thereof as soon as reasonably possible. The Employer, however, reserves the right to discipline an Employee for just cause for failure to perform her duties for reasons other than arrest and/or incarceration or for activities which may have been related to or coincident with the arrest and/or incarceration. It is understood that the Employer is not required to pay salary for work not performed during periods of incarceration outside of the periods provided for in Article 24.

15.3 The Employer accepts the concept of progressive discipline and agrees to impose discipline only in accordance with the provisions of this Article. It is understood that discipline shall not include suspension with pay. The fact and substance of disciplinary investigations shall be treated as confidential by the Employer.

15.4 Notification of Employee of the Possible Imposition of Discipline

15.4.1 When the Employer has grounds for discipline, the Employer shall forward a letter of allegation to the Employee within ten (10) working days and shall notify the Employee in writing of the time and place of a meeting to discuss the matter, and shall advise the Employee of her right to Union representation. The date for the meeting as specified in the letter shall be no later than ten (10) working days from the date of the letter. Any unsolicited complaint against an Employee shall be promptly communicated to her with proper confidentiality safeguards, where appropriate, and she shall be informed if an investigation will be conducted.

15.4.2 The written formal evaluation recommending discipline pursuant to **16.6** shall also constitute the letter of allegation as required in **15.4.1**. After this evaluation has been sent to the Employee, the Employer shall notify the Employee in writing of the time and place of a meeting to discuss the matter and shall advise the Employee of her right to Union representation. The date for the meeting as specified in the letter shall be no later than ten (10) working days from the date of the letter.

15.4.3 The Employer shall forward to the Union a copy of letters referred to in **15.4.1** and **15.4.2** above.

15.5 Meeting Prior to the Imposition of Discipline

15.5.1 The aim of the meeting referred to in **15.4.1** or **15.4.2** is to provide the parties involved with an opportunity to exchange information and to resolve the matter informally.

15.5.2 If the matter is resolved informally, the resolution shall include an agreement as to which documents shall be amended or removed from the Employee's Personal File.

15.5.3 If the matter is not resolved to the satisfaction of the parties involved, the Employer may proceed to impose discipline.

15.6 Imposition of Discipline

15.6.1 When the Employer decides to impose discipline, the Employee and the Union shall be notified in writing of the nature of the discipline to be imposed and of the reasons for its imposition prior to the discipline taking effect.

15.6.2 The Parties agree that the first discipline imposed may take the form of a letter of reprimand. The Parties agree that the Employer may proceed directly to more severe forms of discipline for very serious actions.

15.6.3 The Employer may suspend an Employee with full pay and benefits during its consideration and investigation of serious actions allegedly committed by the Employee. It is understood that such a suspension shall not be a form of discipline, shall not be grievable, and shall not affect any right the Employee may have to be considered for other positions. Upon the Employee's return to work following the suspension, the Employer shall not require the Employee to work more hours than those remaining in her employment contract and the Employee shall not be assigned work that is not in keeping with the schedule of duties as set out in the contract, in the instructions given by the Employee's Supervisor, or in the original schedule of duties. It is further understood that the Employee shall not be responsible for any damages or detrimental consequences suffered by the Employer as a result of the Employee not performing certain duties during the suspension period.

15.7 Grievances Concerning Discipline

15.7.1 No grievance filed while the disciplinary process is unfolding may prevent the disciplinary process from continuing to its end.

15.7.2 A grievance against a disciplinary measure shall be filed at Step Three of the Grievance Procedure subject to Article 13.

15.8 Any discipline or warning shall not be used against any Employee after a period of twelve (12) months of employment from the date of the discipline and the pertinent documents shall be removed from the Employee's Personal File after this time, unless the discipline pertains to a very serious action or unless discipline for similar conduct has been recorded within twelve (12) months of employment from the date of the discipline.

15.9 No Employee in a supervisory capacity will invoke the disciplinary provisions of the Collective Agreement on any other Employee. The Employee in a supervisory capacity shall refer all complaints in which discipline may be indicated to her immediate Supervisor. No Employee in a supervisory capacity shall be required to attend the meeting as per 15.5, and there shall be no recriminations in any form whatsoever when an Employee in a supervisory capacity chooses to exercise her right not to attend such a meeting.



ARTICLE 16

EVALUATION

16.1 The Parties agree that the main aims of evaluation are to ensure that workload duties are being performed satisfactorily and to improve the quality of teaching or research by assisting the Employee to develop her skills.

16.2 There shall be three types of evaluation conducted by the Employer, informal evaluations, formal evaluations, and student evaluations. Reasonable methods shall be used in conducting evaluations in the context of this Article.

16.3 For every appointment there shall **be** an informal evaluation based on criteria relevant to the Unit in which the appointment is held and relevant to the nature of the duties required **by** the appointment.

16.4 Provisions of this Article shall not be used as a source of information in reaching decisions on hiring except **as** provided for in 16.6.4.

16.5 Informal Evaluation

16.5.1 The informal evaluation cannot take place earlier than the mid-point of the appointment and shall be conducted by the Employee's immediate Supervisor. An Employee in a supervisory position **shall** pass on the responsibility of conducting the evaluations to her immediate Supervisor.

16.5.2 The results of the informal evaluation shall be set out in writing and shall conclude in one of the following findings:

- a) the performance is excellent, that is, all the requirements are met and the quality of the performance exceeds expectations;
- b) the performance is satisfactory, that is, all the requirements are met and the quality of the performance meets expectations;
- c) the performance is satisfactory, but one or more minor deficiencies exist and should be corrected; or
- d) the performance is seriously deficient and a formal evaluation is therefore requested.

16.5.3 The Employee shall be given a copy of the informal evaluation and have an opportunity to discuss the results with the person conducting the evaluation before the evaluation is placed in the Employee's Personal File. Any written comments the Employee may wish to make about the evaluation shall be attached to the copy of the evaluation that is placed in the Employee's Personal File, provided the Employee delivers a copy of the comments to the appropriate Unit authority and requests that her written comments be attached to the copy of the informal evaluation,

16.6 Formal Evaluation

16.6.1 A formal evaluation can take place only if it is requested pursuant to 16.5.2 (d). The formal evaluation will take place before the end of the Employee's contract, it being understood that where possible enough time should elapse between the informal and the formal evaluation to permit the Employee to address the concerns expressed in the informal evaluation. Such an evaluation shall be conducted by the Department Chair of the Unit where the Employee is employed, it being understood that where the Department Chair is also the Supervisor, the formal evaluation shall be conducted by the dean of the faculty where the Employee is employed, or her delegate. Prior to the formal evaluation of any Employee, the Employer shall consult with the Employee concerning the time and criteria to be used.

16.6.2 The formal evaluation shall conclude with one of the following findings:

- a) the performance is excellent, that is, all the requirements are met and the quality of the performance exceeds expectations;

- b) the performance is satisfactory, that is, all the requirements are met and the quality of the performance meets expectations;

- c) the performance is satisfactory, but one or more minor deficiencies exist and should be corrected;

- d) the performance is seriously deficient, and the deficiencies must be corrected prior to the next informal evaluation but no discipline is recommended;
or

- e) the performance is seriously deficient, and discipline is recommended.

16.6.3 The Employee shall be given a copy of the formal evaluation and have an opportunity to discuss the results with the person conducting the evaluation before it is placed in the Employee's Personal File. Any written comments the Employee may wish to make about the evaluation shall be attached to the copy of the evaluation that is placed in the Employee's Personal File, provided the Employee delivers a copy of the comments to the appropriate Unit authority and requests that her written comments be attached to the copy of the formal evaluation.

16.6.4 Discipline pursuant to a formal evaluation may be used in reaching decisions on hiring when determining the ability of the applicant to perform similar duties.

16.7 Student Evaluations

16.7.1 Nothing in this Article shall prevent the Employer from instituting or carrying out a system of student evaluations

of the duties of an Employee as they relate to those students. The Employee shall receive a copy of the results of the evaluations and any student comments before the results are placed in her Personal File. Student comments, if any, shall not be placed in the Employee's Personal File. Any written comments the Employee may wish to make about the results of the evaluations shall be attached to the copy of the results of the evaluations that is placed in the Employee's Personal File, provided the Employee delivers a copy of the comments to the appropriate Unit authority and requests that her written comments be attached to the copy of the results of the evaluations.

ARTICLE 17

PERSONAL FILE

17.1 It is understood by the Parties that there shall be one Personal File only and that it shall contain all documents related to the employment of the Employee, including evaluative materials.

17.2 The Personal File shall be located in the offices of the Employee's hiring Unit. Where an Employee is employed in more than one Unit or faculty, it is the responsibility of the University to advise the Employee in question of the location of her Personal File.

- 17.3** Upon reasonable notice, any Employee shall have the right to have access to and to review her Personal File during regular departmental business hours and may obtain, at her own expense, copies of any documents therein. Subject to the provisions of 17.7, former Employees shall have the right to access and review their Personal File.
- 17.4** No document may be placed in the Personal File unless the Employee has received a copy of the document.
- 17.5** Any Employee shall have the right to have her Personal File corrected in the event of error or inadequacy. She shall also have the right to provide a written response to any document contained therein and to provide additional material for inclusion in her Personal File.
- 17.6** Except as required by statute, no information contained in any Employee's Personal File shall be released to, or shared with, anyone except the Employer and its agents.
- 17.7** The Personal File shall be maintained and readily accessible for one (1) year beyond the end of the Employee's Student Status.

ARTICLE 18

JOB POSTINGS AND APPOINTMENTS

- 18.1** **General**
- 18.1.1** This Article applies only to Teaching Assistants, Tutors, Demonstrators, Markers, Proctors, Lab Monitors and Research Assistants who are funded from the University's operating budget.

18.2 Appointments

18.2.1 A Full Appointment corresponds to an appointment or appointments totalling **120 hours** for ~~the~~ academic years May 1 1997 to August 31, 2000; 125 hours for the academic year September 1, 2000 to August 31, 2001; 130 hours for the academic year September 1, 2001 to August 31, 2002.

18.2.2 All appointments need not be Full Appointments.

18.2.3 Appointments equal to or more than a quarter of a Full Appointment shall be posted no later than fifteen (**15**) working days prior to the start of the appointment.

Appointments of less than a quarter of a Full Appointment need not be posted. However, if they are posted, the rules of posting a position shall be followed.

Appointments shall not be split for the express purpose of avoiding the posting requirement. Also, appointments for a course or courses shall not be divided into partial appointments with different salary rates.

18.3 Postings

18.3.1 All job postings shall be placed on the main departmental bulletin boards or on a bulletin board in the department reserved in whole or in part for this purpose. In addition, one copy of each posting shall be forwarded to the Union.

18.3.2 Job postings shall provide a brief description of the work, the classification and rate of pay, qualifications required, location of the employment, Supervisor (if known), overall time requirements, person to whom application is to be made, application deadline and any other pertinent information. Qualification requirements shall be established in a reasonable manner and application deadline shall be no earlier than ten (10) working days after the date of the posting of the position. Furthermore, changes to the qualification requirements cannot be made for the sole purpose of excluding applicants who previously have performed this appointment successfully.

Postings shall be dated with the date they are posted.

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3.4

Applications

Applications for posted positions shall be in writing using the form of Appendix C (for specific or general applications).

A general application shall apply to all positions in the Unit for the academic session(s) in question. However, an applicant may express a preference to certain position(s) and this preference shall be taken into account when hiring, it being understood that the academic unit must also take into consideration the Unit's pedagogical needs.

A specific application shall apply to specific posted positions in the Unit for the academic session(s) in question.

It is the responsibility of the applicant to provide all of the information on which the decision to hire will be based.

Applicants may submit a general written application as follows:

For positions available during the Spring/Summer Session, general applications will be accepted from January 1 to March 31 of the current year for those posted positions where the end of the posting falls after March 31;

for positions available during the Fall or Winter Sessions, general applications will be accepted from the preceeding March 1 to July 31 or from the preceeding March 1 to November 30 respectively for those posted positions where the end of the posting falls after July 31 or November 30 respectively.

General applications received outside of the above periods need not be necessarily considered.

A specific application for a posted position must be received by the appropriate authority no later than the date the posting ends as specified on the posting.

18.5 Allocation of Positions

18.5.1 In the allocation of positions, the Employer must first respect the following:

- (i) its obligation to Employees as set out in 18.7.1, 18.7.2. and 18.7.3; and

- (ii) the Employer's need to attract excellent students to pursue graduate studies with the hiring Unit and to maintain competitive levels of support.

18.5.2 The Employer may reserve a number of positions for students who have not previously held a position or in order to fulfill its obligations set out in 18.7.1, 18.7.2. and 18.7.3 or in offers of financial support. However, the Employer cannot reserve specific positions for these purposes.

18.6 Hiring Criteria

18.6.1 Only candidates who meet the qualifications set out in the posting for the position will be considered for that position.

18.6.2 For all positions not allocated pursuant to 18.5, the prime criteria in ranking the candidate for posted positions shall include: the candidate's ability to perform the duties of the positions; the candidate's previous relevant experience; and relevant academic qualifications in addition to those set out in the posting.

18.6.3 In offering positions pursuant to 18.6, the Employer shall use the following order of priority:

1. Full-time graduate student registered in a program associated with the Unit where the position is offered.

2. Full-time graduate student not registered in a program associated with the Unit where the **position is offered.**
3. Full-time undergraduate student registered in a program associated with the Unit where the position is offered.
4. Part-time graduate student registered in a program associated with the Unit where the position is offered.
5. Part-time undergraduate student registered in a program associated with the Unit where the position is offered.

3.7 Job Security

- 3.7.1 Every full-time graduate student who is offered for the first time in her program an appointment or appointments totalling one quarter (1/4) of a Full Appointment as defined in 18.2.1 during an academic year will **be** offered an appointment in the same academic year such that the total value of appointments during that academic year is at least the value of one Full Appointment as a Teaching Assistant.
- 3.7.2 Every full-time graduate student in a Ph.D program who is offered an appointment or appointments of equal or greater value to a Full Appointment as a Teaching Assistant for the first time during the first year of study in that program will be offered the equivalent of a Full Appointment as a Teaching or a Research Assistant the following year and the equivalent of half of a Full Appointment as a Teaching or Research Assistant in each of the subsequent two years of study. Every full-time graduate student in a Ph.D program who is offered an appointment or appointments of equal or greater value to a Full Appointment as a Teaching Assistant for the first time during the second year of study in that program will be offered the equivalent of a Full Appointment as a Teaching or Research Assistant in the following year, and the equivalent of half of a Full Appointment as a Teaching or Research Assistant in the subsequent year of study. Every full-time graduate student in a Ph.D program who is offered an appointment or appointments of equal or greater value to a Full Appointment as a Teaching Assistant for the first time during the third year of study in that program will be offered the equivalent of a Full Appointment as a Teaching or Research Assistant in the following year of study.

18.7.3 Every full-time graduate student in a two-year Master's program who is offered an appointment or appointments of equal or greater value to a Full Appointment as a Teaching Assistant during the first year of study in that program will be offered the equivalent of half of a Full Appointment as a Teaching or Research Assistant in the following year of study, provided that she is registered for at least two sessions in the second year.

18.7.4 The Parties agree that the entitlements under **18.7.1**, **18.7.2** and **18.7.3** are not for specific posted positions. An Employee may grieve only the Employer's failure to satisfy the entitlement, not the specific position offered to the Employee to fulfill the entitlement.

18.7.5 The above does not exclude the possibility of a full-time graduate student being offered additional appointment(s).

18.7.6 It is understood by both Parties that a student has the right to refuse an appointment.

a) If the student refuses an appointment where the Supervisor is either the student's Thesis Director or, where it applies, a member of the student's Ph.D./Master's advisory committee, the student will be offered another appointment of equal or greater value.

b) If the student refuses an appointment for reasons other than those stated in a), the initial offer refused by the student shall be considered as partial or full satisfaction of the entitlement according to **18.7.1**, **18.7.2** and **18.7.3**, but the

student shall retain any entitlement remaining for future years according to **18.7.2** and **18.7.3**.

18.7.7 It is also understood that no professor will be required to supervise an Employee where the professor is **also** the Employee's Thesis Director or, where it applies, a member of the Employee's Ph.D./Master's advisory committee. In such cases, the Employee will be offered another appointment of equal or greater value.

18.7.8 A period over which a graduate student takes an approved leave of absence from full-time study shall not be counted as one of the periods of study referred to in 18.7.2 or 18.7.3.

18.7.9 An Employee who wishes to use her job entitlement as per 18.7.2 or 18.7.3 must apply for an appointment using a general application by July 31st of the academic year prior to the academic year in which she intends to use her entitlement.

18.8 It is recognized that appointments are tentative and may be cancelled because of course changes or lack of enrollment. Persons who have been appointed to these positions shall not lose their remuneration, it being understood that the Employer may assign other duties to the Employee including duties unrelated to the cancelled position provided the Employer endeavours to ensure that the assigned duties are consistent with the Employee's previous service with the Employer.

18.9 If an Employee is not registered at the start of the work set out in the contract, the contract shall be considered void. If an Employee is registered at the start of the work set out in the contract, but loses her Student Status during the contracted period, the contract shall remain valid.

18.10 Unsuccessful Candidate May Grieve

18.10.1 If an Employee has applied for a posted position and has been refused but has been given another position equal in monetary value and in the number of hours to the position originally applied for, the Employee is not entitled to grieve. If an Employee applies for a posted position and has been refused and has not been given a position, or has been given a position that is inferior in monetary value or in the number of hours to the position originally applied for, the Employee is entitled *to* grieve.

18.10.2 If the grievance is resolved in favour of the grievor, unless the Parties arrive at some other mutually satisfactory resolution, the grievor **shall be paid** the full amount of the contract. If the Parties agree to replace the incumbent by the grievor in the position dealt with in the grievance, the incumbent shall be paid for those hours worked under the contract and she shall receive an amount equal to 10% of the hours remaining in the contract; such a settlement shall not be considered to satisfy any entitlement the incumbent may have under 18.7.1, 18.7.2, and 18.7.3 for that academic year.

ARTICLE 19

TECHNOLOGICAL CHANGE

- 19.1 If a department, faculty, or the Senate of the University discusses new teaching methods to be adopted widely, across one or more years of the curriculum or across a certain program of studies for example, and that these new teaching methods involve technological changes, including but not limited to the use of computer-related teaching methods, the University Chief Negotiator will advise the Union and transmit the related documents to the Union. As soon as practicable, but not more than thirty (30) working days after the Union is notified, the Employer shall meet with the Union to discuss the effects of the technological change on the group of Employees affected with a view of minimizing the effect. The Employer shall make reasonable efforts in ensuring a minimal effect on Employees when implementing these technological changes.
- 19.2 Where technological changes affecting the performance of duties of an Employee are introduced during an Employee's contract, and the Employee then does not have the required skills, the Employee may request training or reallocation of duties. When the Employee requests retraining, the Employer will retrain the Employee as per Article 20.6.
- 19.3 In the course of a contract, no Employee shall suffer the loss of remuneration that results from the introduction of technological change affecting the performance of her duties.

ARTICLE 20

TRAINING

- 0.1** The Centre for University Teaching will continue to organize an orientation program for Teaching Assistants at the beginning of each academic year and will continue to offer its program of workshops for Teaching Assistants during the academic year. It is understood that Teaching Assistants may also register for workshops organized for professors by the Centre.
- 0.2** The orientation program and the program of workshops will be offered without charge to the Employees. It is understood that some workshops may have limited enrolment.
- 0.3** If an Employee is required by the job description to attend the orientation program or any of the workshops, the time spent will be considered time worked and will be considered as part of the work hours required by the Employee's contract.
- 0.4** Where the Employer is required by law to provide training for its Employees, time spent in such training will be considered time worked and will be considered as part of the work hours required by the Employee's contract.
- 0.5** Where a University policy or practice requires that Employees undertake training in relation with certain functions they will carry out in connection with their assigned duties, the Employer will provide and cover the cost of the training, and the time spent in training will be considered time worked and will be considered as part of the work hours required by the Employee's contract.
- 0.6** If in the course of employment, the Employer requires training beyond the qualifications required in the job posting, the Employer shall provide the training and cover its cost. Time spent in such training will be considered time worked and will be considered as part of the work hours required by the Employee's contract.

20.7 Subject to limitations on the number of registrations, Employees may register free of charge as auditors for regular courses in the Second Language Institute.

20.8 It is understood that a Supervisor shall allow an Employee to attend the activities set out in 20.1 except if the hours during which the Employee is required to perform a specific assigned duty conflict with the hours during which the activity is scheduled to take place. It is further understood that in the event the Employee does attend such activity **at** the Employee's own request, time spent in such activity is not considered hours worked.

ARTICLE 21

ACADEMIC FREEDOM/COPYRIGHT AND INTELLECTUAL PROPERTY

1.1 Academic Freedom

1.1.1 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.

1.1.2 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 rightful 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.

1.1.3 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.

21.2 Copyright and Intellectual Property

Section 21.2 applies only to Teaching Assistants, Demonstrators, Tutors, Lab Monitors, Correctors, Proctors, and Research Assistants funded from the University's operating budget.

21.2.1 Subject to 21.2.2, the Parties agree that the Employee has ownership and holds the copyright with respect to any materials prepared by an Employee.

21.2.2 When an Employee's contract or the written job description of the Supervisor calls for the preparation of materials including but not limited to notes, audio-visual aids, software, experimental data, reviews and synopses of literature, the Employer retains ownership and copyright of these materials.

ARTICLE 22

HEALTH AND SAFETY

22.1 The Union and the Employer shall cooperate in developing and promoting rules and practices to maintain a safe and healthy workplace. The Employer shall make all reasonable provisions for the occupational safety and health of Employees.

22.2 The Employer acknowledges its responsibility to provide a safe and healthy workplace, to provide facilities, supplies, services, procedures and training required by the **Occupational Health and Safety Act** to protect the health, safety, and security of Employees as they carry out their responsibilities of employment on the Employer's premises. The Parties agree that the Employer shall provide, and the member shall make use of, protective equipment whenever such equipment is required by the Act or Regulations pertaining to the Act for the safe performance of the Employee's responsibilities of employment.

22.3 Union members of the University Occupational Health and Safety Committee and sectoral health and safety committees shall be entitled to time off to attend educational courses and seminars sponsored by any agencies or the Union for instruction and upgrading of health and safety matters. This time off will not be considered as time worked unless required under the terms of reference of the University Health and Safety Committee or under applicable legislation.

22.4 Women of childbearing age should ensure that they seek all pertinent information related to exposure to hazardous materials, including those which are biohazardous in nature, from the appropriate MSDS information, the Radiation Safety Officer, and the Occupational Health and Safety Officer.

22.5 An Employee who becomes pregnant may request precautionary measures, including a modified work program, to protect herself and the fetus, provided that she report her pregnancy to the Radiation Safety Officer, where appropriate, and the Manager, Health, Disability and Leave. An appropriate modified work program will be implemented for the duration of the pregnancy, with no loss of pay or seniority during the period of modified work, it being understood that the modification does not

reduce the number of hours worked. Where the Employee makes no such report and no such request, there is no obligation on the Employer to provide such precautionary measures.

- 22.6
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- Where an Employee *is* exposed to an infectious agent either by working directly with an infectious organism or by working with human or animal tissues or fluids, the Employer agrees to pay the cost of any required vaccination not covered by provincial or municipal health plans. It is understood that the cost of vaccination that is required as a prerequisite of registration in any program of study will not be paid pursuant to this provision. The University agrees not to modify existing policies regarding prerequisite vaccinations unless required to do so by any external agency.

ARTICLE 23

HOLIDAYS

- 23.1 No Employee shall be required to perform any duties on any of the following holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, any other statutory holiday, and any holiday declared by the Rector of the University. Any Employee shall be entitled to observe holidays of the Employee's religion other than those specified above; however, the Employee must notify her Supervisor in writing of the Employee's intention at least ten (10) working days prior to the said holiday.
- 3.2 Furthermore, no Employee shall be required to perform duties between December 23 and the first day of classes in January.
- 3.3 It is understood by the Parties that it is the responsibility of the immediate Supervisor of the Research Assistant to determine whether she should perform essential duties during any of the holidays of periods referred to in 23.1 and 23.2.

ARTICLE 24

LEAVES AND ABSENCES

24.1 General

24.1.1 The term "leave without pay" refers to an authorized leave during which Employees do not receive their salary.

24.1.2 The term "paid leave" refers to an authorized leave during which Employees are paid at **full** salary.

24.1.3 During a Paid leave, Employees will continue to accumulate seniority **as** if they were actively at work.

24.1.4 During a Leave without pay, Employees will maintain their seniority but will not accrue additional seniority during the period of leave, unless specifically provided for under the following articles.

24.1.5 Subject to Article 26, for the duration of all leaves, Employees shall continue to be eligible to participate in any benefit plans which exist at the time at which the leave is taken. For leaves without pay of more than three months' duration, the Employee will pay for the Employer's share of benefit premium costs, if any, of providing those benefits, except for maternity and parental leave where the cost sharing will remain as it was just prior to the start of the leave period.

24.2 Union Leave

24.2.1 Upon notice of at least ten (10) working days, leave without pay shall be granted to not more than ten (10) Employees at any one time, who may be elected or selected by the Union to attend any authorized labour convention or educational seminar. Such leave is to be confined to the actual duration of the convention or educational seminar and the necessary travelling time. Such leaves for an individual shall not exceed ten (10) hours of work per academic session and shall not exceed twenty (20) hours of work in a given academic year.

24.3 Bereavement Leave

- 24.3.1 An Employee shall be granted a paid leave of three (3) consecutive working days for the death of a close relative, but such **leave will not extend beyond ten (10) days** following the day of the funeral. It will not be granted if the period of ten (10) days occurs during a period when the Employee is not required to work. For the purpose of this Article, the expression 'close relative' is limited to the mother, father, stepfather or stepmother, foster mother, foster father, sister, brother, spouse, children, mother-in-law, father-in-law and grandparent (i.e. those of the Employee or the Employee's spouse).
- 24.3.2 An Employee shall be granted one working (1) day of paid leave for the death of a sister-in-law or brother-in-law, but such leave will not extend beyond ten (10) days following the day of the funeral. It will not be granted if the period of ten (10) days occurs during a period when the Employee *is* not required to work.
- 24.3.3 If the funeral takes place more than three hundred and twenty kilometres from Ottawa (200 miles), the Employee is granted an extra day of paid leave to attend the funeral. If the funeral takes place more than six hundred and forty kilometres from Ottawa (400 miles), the Employee is granted two extra days of paid leave in total, to attend the funeral. It will not be granted if the period of ten (10) days occurs during a period when the Employee is not required to work.

24.4 Court Leave

- 24.4.1 Upon written request, supported by a copy of her summons, an Employee shall be granted paid leave to serve on jury duty or appear as a witness in a court of law or before any statutory or legal body in Canada which has the power to require the presence of witnesses; upon return to work she shall provide her Supervisor with written confirmation of the date(s) and time(s) on which she appeared and or served, signed by an appropriate official of the court. The salary will be reduced by any amount received for such appearances. It **is** the Employee's responsibility to advise the Employer of such payments.
- 24.4.2 Court leave does not apply to Employees who are serving a prison sentence.

24.5 Conference Leave

24.5.1 If an Employee's attendance at a conference is required by her Thesis Director and approved by the appropriate authority in the academic unit concerned, the Employee will be granted paid leave for this purpose for up to ten (10) hours of work. The foregoing also applies where there is no thesis director and where attendance at a conference is required by the professor responsible for supervising the student's program of studies and approved by the appropriate authority in the academic unit concerned. The Employee must make all reasonable efforts to reschedule duties to another appropriate time when the Employee is able to attend or make such other arrangements with respect to substitution of personnel, by trading work assignments or amendment of the work as may be agreed to by the Supervisor. Such agreement by the Supervisor shall not be unreasonably withheld.

24.6 Special Leave with Pay

24.6.1 A dean may grant special paid leave for an annual maximum of ten (10) hours of work for all situations deemed exceptional that are not provided for elsewhere under Article 24. Exceptional circumstances may include, but are not limited to, emergencies or family obligations, such as the temporary care of a family member who is sick, a doctor's or dentist's appointment for a family dependent who is unable to travel alone, or an appointment with academic authorities.

24.7 Sick Leave

24.7.1 An Employee shall earn paid sick leave credits at the rate of two (2) hours of paid leave for each quarter **(114)** of a Full Appointment.

24.7.2 Unused sick leave may be accumulated, up to a maximum of thirty (30) hours of paid sick leave.

24.7.3 Any accumulated sick leave has no monetary value and will not be cashed out.

- 24.7.4 All sick leave absences of more than three (3) consecutive working days will be corroborated with a medical note confirming the length of the sick leave; such medical note will be provided to the Supervisor upon return to work.
- 24.7.5 An Employee must notify her Supervisor and the Department Chair as to the expected duration of all illnesses.
- 24.7.6 An Employee whose sick leave credits have expired will be on approved sick leave without pay as long as the notification requirements are provided as specified under 24.7.5. Seniority will accrue only until the end of the contract.

24.8 Maternity Leave

- 24.8.1 All female Employees who have completed thirteen (13) weeks of employment with the University in the period of twelve (12) months prior to the expected start of the leave are entitled to maternity leave of up to twenty (20) consecutive weeks that can start as early as the seventeenth (17th) week preceding the expected date of delivery but cannot start any later than the day of the birth. If such leave occurs during the term of a contract, the Employee shall receive the lesser of the balance of remuneration owing under her contract, or 95% of her salary for twenty-five (25) hours.
- 24.8.2 The Employee must present a medical certificate attesting to the expected date of delivery to Health Services and submit a written notice at least two weeks before the leave, except when the doctor states that this deadline cannot be observed.
- 24.8.3 The Employee may shorten her maternity leave by advising the Department Chair at least four (4) weeks in advance. If the Employer has cause to believe that the Employee's work performance is suffering, the Employer may request from the Employee a medical certificate stating that she is fit to return to work, at the Employer's expense.
- 24.8.4 The Employee and the employing Unit shall record in writing their joint understanding of the anticipated beginning and end dates of the leave; however, the ending date of the leave may not extend beyond the ending date of the Employee's appointment.

24.8.5 The returning Employee shall be reinstated to her previous position or shall be provided with alternative work of a comparable nature at the same rate of pay for the remainder of her appointment.

24.8.6 Employees on maternity leave continue to accumulate seniority as if they were actively at work.

24.8.7 If an Employee on maternity leave is eligible to collect Employment Insurance benefits, any payment of salary during a period of maternity leave will be reduced by any amount that is over 100% of total remuneration, considering only the remuneration received from the Employer, and Employment Insurance benefits.

24.9 Parental Leave

24.9.1 All Employees who have completed thirteen **(13)** weeks of employment are entitled to parental leave without pay which usually lasts eighteen (18) weeks and must begin no later than thirty-five **(35)** weeks following the birth of the child or the coming of the child into the custody, care, and control of a parent for the first time.

24.9.2 Employees planning to take parental leave must submit a written notice at least two (2) weeks before the start of the leave; the Employee may shorten this leave by advising the Department Chair at least two weeks in advance.

24.9.3 Employees on parental leave continue to accumulate seniority as if they were actively at work.

24.9.4 The Employee and the employing Unit shall record in writing their joint understanding of the anticipated beginning and end dates of the leave; however, the ending date of the leave may not extend beyond the ending date of the Employee's appointment.

- 24.9.5 The returning Employee shall be reinstated to her previous position or shall be provided with alternative work of a comparable nature at the same rate of pay for the remainder of her appointment.

ARTICLE 25

PROVISIONS FOR EMPLOYEES WITH DISABILITIES

- 25.1 All Union benefits to Employees with disabilities shall be advertised in all University written materials specifically destined for Employees with disabilities. The appropriate

texts to be supplied by the Union will be inserted into these University materials at the time of the first printing or reprinting of these materials after receipt by the University Chief Negotiator of the Union texts.

- 25.2 The Employer shall take reasonable steps to enable an Employee with a disability or handicap to perform her workload duties, including assigning suitably located meeting rooms and classrooms where the required work is to be performed.

- 25.3 Provided the Employer has respected the provisions of 25.2 above, where an Employee's disability or handicap interferes with the fulfillment of her workload duties, any related measures taken by the Employer that affect the Employee's working conditions and terms of employment shall be deemed non-discriminatory, it being understood that the Employer shall not take any such measures unless they are required in light of the Employee's inability to meet satisfactorily the objective requirements of her employment.

ARTICLE 26

PLANS AND BENEFITS

26.1 Employee Benefit Plans

- 26.1.1 Employees holding appointments for a period of at least four (4) months will have the option of registering for the following insured benefits provided to University regular employees, subject to the registration requirements listed in the sections of this Article:

- Supplementary Health Insurance
- Basic Dental Insurance
- Optional Dental Insurance

26.1.2 Employees who wish to register for the Supplementary Health Insurance Plan must register within thirty (30) days of the start of the contract for a period not extending beyond the date of the contract and will **pay** all premium costs; the payment of premiums will be effected through salary deductions throughout the contract period. Subsequent renewals must be made within the first thirty (30) days of any subsequent contracts.

26.1.3 Employees who wish to register to the Basic Dental or Optional Dental Programs within thirty (30) days of the start of the first contract in their program of study will register for a period covering the first and all consecutive

contracts for at least twelve (12) months and will pay all premium costs; the payment of total premium costs will be effected through salary deductions throughout the contract period. Following a period in which the

Employee does **not** hold a contract, if she wishes to re-register for the Basic Dental or Optional Dental Programs, she must register within thirty (30) days of the start of the new contract or the provisions of 26.1.4 will **apply**.

26.1.4 Employees who wish to register to the Basic Dental or Optional Dental Programs after the first thirty (30) days of the start of the first contract in their program of study will notify Human Resources Service of their intention and will become eligible to register to the programs twelve (12) months after signifying their intention.

26.1.5 Employees who register to the insured benefit plans listed in section 26.1.1 are subject to all provisions of the plans as they exist at the time of registration or as modified by the University at any time in the future.

26.2 Provisions for Members of the Bargaining Unit

26.2.1 Upon obtaining the normal required permissions, a full-time graduate student who meets the conditions set out in the Faculty of Graduate and Postdoctoral Studies regulations and is or was an Employee during an academic year is entitled to register, without paying the tuition fees, for one out-of-program course in that academic year, to a maximum of nine (9) credits in total during the period when she is a graduate student at the University of Ottawa.

ARTICLE 27

FUNDS

27.1 Employee's Financial Aid Fund

The Employer shall maintain an Employee's Financial Aid Fund to assist Employees with the payment of tuition fees in cases of demonstrated financial need. On September 1, 2000, the amount allocated to the fund shall be \$75,000, and on September 1, 2001, the amount allocated shall be \$80,000. Any unspent monies shall remain in the fund for future distribution. The fund shall be administered by the Labour/Management Committee, which shall establish criteria, priorities, and procedures for application to and distribution of the fund as well as the manner in which financial need must be demonstrated, and these shall be established by a majority vote of the Committee. The Labour/Management Committee shall prepare an annual report on the disbursement of monies from this fund and transmit a copy to each of ~~the~~ Parties.

ARTICLE 28

UNION AND EMPLOYEE ENTITLEMENTS

28.1 University Facilities and Services for Employees

The Employer shall ensure that appropriate meeting rooms and voice-mail messaging are available to Employees who are required by their Supervisor in their job description to consult or meet with students. Where the Supervisor requires the Employee to make use of certain textbooks or other written materials, such materials shall be provided without cost to the Employee. There shall be no cost for the use of any equipment or facilities required for the performance of an Employee's duties, provided the Employee's Supervisor has instructed the Employee in the job description to make use of such equipment or facility in performing her duties. Each Employee shall have an e-mail account and shall have access to computing facilities on campus, including the Internet, at no cost to the Employee for use in the performance of the Employee's duties.

Library documents necessary for the performance of the Employee's duties as directed by the Supervisor shall not be included as part of the number of documents a student is allowed to borrow according to the library's loans policy.

28.2 University Facilities and Service for the Union

The Employer recognizes the necessity for the Union to have reasonable office accommodation on the main campus. Current rent, additional rent to cover general maintenance expenses, and other terms and conditions of the lease for such office accommodation shall continue from year to year unless the Employer serves a notice to renegotiate not later than three (3) months prior to the expiry of the existing lease.

The Union shall have use of the following facilities, equipment and services at no cost provided they are used by the Union for Union business:

- i) room reservation and use of Employer's audio-visual equipment;
- ii) one Internet connection (slip/ppp, e-mail account and Web site); and
- iii) the Employer's internal mail service.

The Union shall be responsible for any damage, loss, or misuse of the facilities and equipment in i), ii) and iii).

The Employer shall provide the Union with a bulletin board adjacent to the office space occupied by the Union on campus. The Employer shall also provide space on departmental bulletin boards to be used for Union posting.

28.3 Merger Protection

In the event that the Employer merges faculties or departments, the Employer shall ensure that all seniority rights accumulated by Employees in the former faculties or departments shall be recognized in the new faculty or department. An Employee's conditions of employment existing at the time of the merger shall not be diminished within the new faculty or department.

ARTICLE 29

50 TRANSLATION AND DISTRIBUTION OF THE AGREEMENT

29.1 Translation

The Employer agrees to translate each clause of this Agreement from the language in which the clause was negotiated at the bargaining table into the other official language of Canada and to bear the cost of this translation. The Employer shall, within the time agreed to by the Parties, forward the translated version to the Union for its approval to ensure that the translation is satisfactory to both Parties. Where there is any disagreement as to the interpretation of the Agreement, the text in the language in which it was negotiated at the table shall prevail over the translation.

29.2 Printing and Distribution

Within thirty (30) days of the approval of the translation of the Agreement by the Parties, the Employer shall arrange for the printing of the Agreement, the cost of printing to be borne equally by the Parties. The Employer shall distribute a copy of the Agreement to each Employee who is a member of the bargaining unit and subsequently to all new Employees, at the time of their initial appointment at the University of Ottawa.

29.3 Duration and Modification of the Agreement

This Agreement shall continue in force and effect from May 20, 1997 to August 31, 2002, and shall be renewed automatically thereafter for periods of one (1) year each unless either Party notifies the other in writing within the period of three (3) months before the Agreement ceases to operate that it desires to terminate this Agreement. Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed or the right to strike or lockout accrues, whichever first occurs.

29.4 Negotiations

In the event of notice being given requesting negotiations to amend the Agreement, the negotiations shall commence within three (3) months following receipt of such notifications and thereafter both Parties shall negotiate in good faith.

ARTICLE 30

EMPLOYEES HOLDING RESEARCH ASSISTANT CONTRACTS PAID FROM EXTERNAL FUNDS

This Article applies only to Research Assistants who are funded through monies awarded to a professor or a group of professors by an external agency (herein referred to as Soft-Funded Research Assistants).

30.1 Roles and Responsibilities

The Supervisor shall provide the Employee with a written job description at the outset of the contract. The job description must also address all matters regarding copyright and ownership of any intellectual property. The Supervisor shall not place on an Employee conditions in addition to those stipulated in the job description or/and in the rules and policies of the external agencies or require the Employee to work hours in addition to **those** specified in the job description.

30.2 Hourly Rates of Pay

The hourly rate of pay for Soft-Funded Research Assistants shall be at least that of a Research Assistant paid from the University's operating budget as set out in Appendix B, subject to the external agency's regulations and policies. With respect to multi-university grants, the Employer may apply a wage that differs from the hourly rate set out in Appendix B. Rates paid at the time of ratification of this Collective Agreement will remain in effect until the termination of the grant.

30.3 Employer Contributions

All Employer contributions to Employee benefits as per provincial and federal legislation shall be borne in full by the Employer.

30.4 External Agency Regulations

It is understood that some external agencies have stipulated minimum and maximum hours of work or/and salaries that can be paid from the corresponding grant or contract. These amounts shall be respected with the understanding that salaries paid from such grants or contracts may be supplemented from other sources within University regulations.

30.5 Termination of Grant

In the case of the termination of a grant, it shall be the responsibility of the Employer to ensure that all the terms of the Employee's contract are respected.

30.6 Information

The Employer shall report to **the** Union the total amounts that have been paid for contracts covered under this Article.

The Employee shall be entitled to a copy of the relevant external agency rules and regulations that affect the Employee's contract with relation to the provisions of 30.4 and 30.7.

30.7 Notwithstanding Provision

External agencies (which may include industrial agencies) may require additional restrictions that may contravene some of the provisions of the Collective Agreement. In such cases, the rules of the external agency shall prevail except regarding questions of Health and Safety, Harassment, Discrimination, Grievance, Discipline, Evaluations, and Personal File.

IN WITNESS WHEREOF, the Parties have hereunto affixed their hands at the City of Ottawa, on the 14th day of April, 2000.

le Syndicat canadien de la fonction publique
et sa section locale 2626

the Canadian Union of Public Employees and its local 2626

Joanne Harvey

APPENDIX B

POSITIONS AND RATES OF PAY

This Appendix applies only to Teaching Assistants, Tutors, Demonstrators, Markers, Proctors, Lab Monitors and Research Assistants who are funded from the University's operating budget.

B.1 Assignment and Workload

B.1.1 An Employee cannot receive appointments totalling more hours per week on average than permitted by the regulations of the Faculty of Graduate and Postdoctoral Studies.

B.1.2 All duties of the Employee shall be included in the calculation of the time involved in the assignment. These duties may include but are not limited to: preparation, teaching, attending lectures, demonstrating, leading discussions, laboratory supervision, marking, student consultation, invigilating, holding office hours, setting up experiments, supervision of field trips, researching, preparing reports, writing papers, conferring with the Supervisor in charge as required by the assignment, and provision of other academic support and assistance. Time allocated to assigned duties will be within reasonable limits, given the demands of the job and the employing Unit. The size of the class or seminar and the amount and complexity of their assignments shall be taken into consideration when making the assignment.

B 1/5

B.1.3 Once the Employee has been assigned to her Supervisor, the Supervisor shall prepare a Job Description which will include a detailed list of tasks and indicate the approximate time to be spent on each task.

B.1.4 If the Supervisor makes significant changes to the duties or to the allocation of time for agreed upon duties, the matter will be discussed with and agreed upon by the Employee; changes shall be confirmed in writing, with a copy to the Department Chair and the Union.

B.1.5 No Employee shall be required to do work of a personal nature for any other person employed by the University.

B.2 Remuneration

B.2.1 Appointments shall be paid on an hourly basis, as established in Article **B.4**. No contract shall be issued for less than three (3) hours.

B.2.2 Salaries will be paid in equal bi-monthly installments over the period of the appointment of the Employee. With each payment, each Employee shall be provided with a statement of all deductions therefrom.

B.3 Grandfather Clause

B.3.1 No Employee shall suffer a reduction of pay as a result of this Collective Agreement. Undergraduate students registered as of January 1, 2000 and who were employed in the job classifications specified in Article 4 of the Collective Agreement shall be paid their contracted hourly rate as of January 1, 2000 or the hourly rate set out in **B.4**, whichever is greater, until they graduate from their current program of study.

B.4 Salary Rates

| Positions | Hourly Rate of Pay | | | | |
|--|------------------------------|-------------------------------|-----------------------------------|--------------------------------------|--------------------------------|
| | 1 May 1997 - 31 Aug. 1998 | 1 Sept 1998 - 31 Aug. 1999 | 1 Sept. 1999 - 31 Aug. 2000 | 1 Sept. 2000 - 31 Aug. 2001 | 1 Sept. 2001 - 31 Aug. 2002 |
| Teaching Assistant / Demonstrator / Lab Monitor - Graduate | 50 \$25. | 01 \$26. | 0 \$28.0 | 87 \$29. | 5 \$29.4 |
| Tutor - Graduate | 50 \$25. | 01 \$26. | 3 \$28.0 | 87 \$29. | 5 \$29.4 |
| Research Assistant - Graduate | 50 \$25. | 01 \$26. | 3 \$28.0 | 77 \$29. | 5 \$29.4 |
| Marker - Graduate | 37 \$18. | 72 \$18. | 9 \$20.1 | 79 \$20 | 1 \$21 |
| Proctor - Graduate | 37 \$18. | 73 \$18. | 9 \$20.1 | 79 \$20 | 1 \$21.2 |
| Undergraduate - All Positions | 30 \$15. | 61 \$15. | 2 \$16.8 | 33 \$17. | 7 \$17.6 |

B.5 Vacation Pay

The hourly rates set out in B.4 include 4% vacation pay. The vacation pay shall be identified separately and clearly on the contract and each of the pay statements, as of September 1, 2000.

B.6 Salary Deposit

The Employer will deposit the Employee's salary in a bank or credit union account of the Employee's choice, in Canada, subject to normal University policies and procedures.

B.7 Processing Delay

The Employer shall produce a pay for an Employee no later than the fourth week after the Employee has begun the work provided the Employee has signed her contract by the time the work begins or no later than the fifth week for a contract beginning in January. If the Union advises the Chief Negotiator that a pay has not been produced for a given Employee pursuant to this provision, the Chief Negotiator shall ensure that a paper cheque is issued within two (2) working days.

B.8 Upon request of the Employee to Human Resources Service, the Employer shall issue to the Employee a Record of Employment within five (5) working days.

Degree and Discipline

University

Date Completed/In Progress

1. _____
2. _____
3. _____
4. _____

Titles of completed, or in progress, honours, masters and/or Ph.D. theses:

Publications:

Current Research:

Relevant Course Work:

Languages: English: Spoken Written French: Spoken Written

Further Comments (e.g. related work or academic experience):

This application is governed by the CUPE Local 2626 Collective Agreement.

APPENDIX C

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**JOB APPLICATION FOR A POSITION
AS A TEACHING ASSISTANT, CORRECTOR, PROCTOR,
TUTOR, DEMONSTRATOR, LAB MONITOR OR RESEARCH ASSISTANT**



Name: _____ Telephone: _____
 Address: _____ Postal Code: _____
 Summer Address & Phone: _____
 Student Number: _____ Employee Number: _____
 E-mail: _____

Type of Application: General Specific Date of Application: _____
 Faculty: _____ Department: _____

Type of Appointment: (check one or more of the following):
 Teaching Assistant/Demonstrator/Lab Monitor Tutor Corrector (Marker) Proctor
 Research Assistant

Total Hours of Appointment(s): _____

Job Entitlement pursuant to 18.7.2 or 18.7.3: (check one of the following)
 Full Appointment One Half of a Full Appointment None

Courses/Positions requested:
 1. _____ 2. _____
 3. _____

(Even if this is a general application, please specify the position(s), course # and title, and academic session in which you are most interested.)

Present Course of Study: Program _____
 Bachelor Master Ph.D.
 Full-time Part-time
 Year of study _____

| Type of U of O | Previous Employment at U of O (including any currently held) Faculty/Course #/Title (e.g. Arts/HIST2510/Canadian History) | (e.g. 92/93) |
|----------------|---|--------------|
| | | |
| | | |
| | | |
| | | |

This application is governed by the CUPE Local 2626 Collective Agreement.

Education: (begin with current)

APPENDIX D

LETTERS OF UNDERSTANDING

- D.1** Notwithstanding the references to “a Union representative” in the singular in Article 13, the Parties agree
- a) that more than one Union representative may be present at any of the meetings referred to in Article 13;
 - b) but that only one such representative will be designated by the Union as the official Union spokesperson;
 - c) and that any reference to “a Union representative” in Article 13 applies only to that spokesperson.
- D.2** The Parties agree that the phrase “very serious action(s)” in 15.6.2 and 15.8 includes but is not limited to gross misconduct, persistent and serious neglect of duties, sexual harassment, theft, and fraud.
- D.3** **Regarding the establishment of the Personal File pursuant to Article 17 and the documents contained therein :**

D.3.1 Within one (1) month of the ratification of this Collective Agreement, the Employee Personal Files as described in Article 17 will be established by the Employer in the manner set out in that Article. The Employer shall place in the File copies of all contracts, current or expired, dated between April 1, 1997 and the creation date of the Personal File, which pertain to the Bargaining Unit. Further, any such contracts dated earlier than April 1997 which are readily available may be placed in the Personal File.

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D.3.2 Copies of other documents related to the Employee's employment dated between April 1, 1997 and the creation date of the Personal File shall not be placed in the Personal File if the Employee has not been or was not issued a copy of these documents.

D.3.3 Copies of documents dated between April 1, 1997 and the creation date of the Personal File may be placed therein if the Employee so requests, provided that the Employee delivers a copy of the document(s) to the appropriate University authority for inclusion in the Personal File.

D.3.4 The Parties also agree that Article 8.5 of the Agreement relates only to correspondence between the Employer and Employees dated after the creation date of the Personal File.

D.3.5 Where an Employee was a member of the Bargaining Unit on April 1, 1997 and has since lost her Student Status before the creation date of her Personal File, the University agrees to maintain the said Employee's Personal File in a readily accessible manner for one (1) year beyond its creation date, as per 17.7.

D.4 In order to satisfy the requirements of the Occupational Health and Safety Act (S.8(15) and S.9(34)) and article 4.8 of the Terms of reference of the Joint Occupational Health and Safety Committee: University and Sectoral Committees, with regards to considering time spent for committee work as work time, the Employer and CUPE Local 2626 agree to recognize 210 hours of work time for such activities for all CUPE representatives on the various sectoral and University health and safety committees (2 hours per meeting for five meetings per year and one hour of preparation for each meeting, and 6 hours of inspections per year, per representative).

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For every member nominated as a representative to the University Occupational Health and Safety Committee (UOHSC) by a sectoral committee, 15 additional hours per year will be added to the hours shown in the previous paragraph, upon the University being notified of this nomination.

An amount equivalent to the total hours, times the hourly rate for Teaching Assistants for each calendar period, will be paid directly to CUPE Local 2626 for this purpose, once a year. The distribution of this money will be at the full discretion of the Union, provided that the Union provides a record of spent money to the University upon request.

This money will be forwarded to the Union by the 30th September of each year.

D.5 With respect to Article 22, Health and Safety, the Parties agree to the following:

Women of childbearing age shall be made aware of the risk of occupational exposure to certain hazardous materials for the unborn child, in very clear terms, as part of all health and safety course materials. These courses include but are not limited to, Animal Care Handling Course, WHMIS, Biohazardous Materials Safety Course and Radiation Safety Course.

The course materials shall include possible sources of information pertaining to these **risks** and the names of persons to whom the pregnancy may be reported as per article 22.4 and 22.5 of the Collective Agreement.

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