

COLLECTIVE AGREEMENT

between

THE UNIVERSITY OF OTTAWA

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2626

from 1 September 2002 to 31 August 2004

12467(02)

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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 : **F**aculty of **G**raduate 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- b) when the student has voluntarily withdrawn from the University; or
- c) when the student has withdrawn by virtue of an academic regulation of the University requiring the student's withdrawal.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.

Two-Year Master's Program: Any Master's program clearly identified **as** a two-year Master's program in the Calendar of the FGPS. In addition, any student registered in a Master's program with thesis who has registered **as** a full-time student for five (5) consecutive terms shall be considered to be in a two-year Master's program for the purposes of 18.7.3.

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

SCOPE

- *3.1** As per the May 20^a, 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 forwarded 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*:

- a) such non-students ~~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** an agreed upon, machine readable, electronic ~~format~~ 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 all 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 second Vice-President 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, the salary on which the amount was deducted and the number of hours worked.

***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 Employee's University e-mail **address**, provided the Employee **has** entered her student number in the appropriate box on the contract,, 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** upon between the Parties.

***6.6** In order to facilitate the proper implementation of **this** agreement, the Union may make a written request to the Employer for a copy of the relevant **contract(s)** and Job Description(s) for its review when advising on a potential grievance concerning an Employee or a **group** of Employees or when dealing with a potential policy grievance. Upon receipt of the Union's request, the Chief Negotiator shall send a copy of the contract **and** Job Description within **two** (2) working days of receipt of the **request**, excluding the time required for delivery of such documents by the internal post system of the University.

***6.7** **An** Employee with **a** full appointment for a given term shall receive **an** identification label to be affixed to her student identification **card**. The label shall be affixed to the Employee's **card** by a designated person in the Unit in which the contract is held on presentation of a copy of her contract duly signed by all 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 seven and one half (7 1/2) ~~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 two (2) additional Full Appointments 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.

ARTICLES

CORRESPONDENCE

- *8.1** 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.
- *8.2** 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.
- *8.3** 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.
- *8.4** 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.

***8.5** 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.

11.1.2 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.
- *12.3** **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.

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.

*13.2 Grievance Procedure

13.2.1 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.

13.2.2 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. 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.

13.2.3 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

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** Information contained in any Employee's Personal File can be released only to the Employer and its agents, except as otherwise required by statute.
- *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 130 hours in ~~an~~ academic year.
- 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.

***18.4 Applications**

- 18.4.1 Applications for **posted** positions shall be in writing using the form of Appendix C (for specific or general applications).
- 18.4.2 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.
- 18.4.3 A specific application shall apply to specific posted positions in the Unit for the academic session(s) in question.
- 18.4.4 It is the responsibility of the applicant to provide all of the information on which the decision to hire will be **based**.
- 18.4.5 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.

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

18.4.7 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.

***18.6.4 Members in Interdisciplinary Programs** For the purposes of the allocation of positions and ~~hiring~~ under articles **18.5**, **18.6**, and **18.7** respectively, members registered in a self-standing interdisciplinary program (e.g. ~~Systems~~ Science and Population Health) shall be associated with **only** one Unit of their choice for the duration of the member's program. Upon submitting her ~~initial~~ application for a position and prior to the initial hiring of the member under this Agreement, the member ~~shall~~ select one Unit from among the Units which officially contribute to the member's self-standing, interdisciplinary program, or from the Unit of their Thesis Director or CO-Director. When completing a Job Application form (Appendix C), members registered in self-standing interdisciplinary programs shall indicate under Present Course of Study, in addition to their interdisciplinary program, their selected Unit for the purpose of being considered under **18.6.3.1** in the hiring priority. All other applications by such members will be considered under **18.6.3.2**.

***18.7** **Job Security**

18.7.1 **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.**

18.7.2 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 111-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 31* 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 Student Status**

- 18.9.1 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
- 18.9.2 If an employee **has** obtained a contract on the basis of full-time **status** and subsequently changes her **status** to **part-time** within thirty (30) days of the beginning of the academic term for which the contract was **offered**, she must advise the Unit in which she holds a contract of her change of status **at** the time of her application for change of **status**. If an Employee **has** applied for a contract **as** a full-time student and subsequently changes her **status** to part-time, she shall append to her change of **status** form the list of the Units in which she applied for a position.
- 18.9.3 **An** Employee awarded a contract on the basis of full-time student **status** and who subsequently changes her **status** to part-time may be required to revert to full-time **status** within three (3) working days, provided she is so advised by the Unit in which she holds a contract within the first thirty (30) days of the academic term for which the contract was **offered**. Failure to revert to full-time **status** may lead to the termination of the contract. Before the contract is terminated, the Parties shall meet to review the **circumstances** surrounding the change in student **status** and the **grounds** to maintain the contract in force. If the Parties cannot come to an agreement, the Employer shall make the **final** determination as to whether the contract should remain in force, it being understood that if the contract is terminated, all hours worked prior to termination shall be paid.

18.9.4 If a contract is terminated pursuant to 18.9.3, the position shall be reopened without a new posting if at least 25% or ~~ten~~ (10) hours of work remain to be completed. In such a case, the Employee's original application ~~shall~~ be considered for the reopened position ~~as~~ per the order of priority set out in 18.6.3.

***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.

***19.4** ~~No~~ Employee shall be required to produce work using software not generally available on computers in the University computing facilities provided under 28.1. ~~Where~~ a Unit requires work using software not available at these facilities, the Unit shall ensure that the Employee has reasonable access to a computer equipped with the appropriate software.

ARTICLE 20

TRAINING

- *20.1** 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.
- *20.2** 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.
- *20.3** 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.
- *20.4** 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.

- *20.5** 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.
- *20.6** 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

*21.1 Academic Freedom

21.1.1 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.

21.1.2 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.

21.1.3 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** Employees 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.

Employees may 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** 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.
- *23.2** Furthermore, no Employee shall be required to perform duties between ~~December~~ 23 and the first day of classes in January.
- *23.3** 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 or 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 (1/4) 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.
- 26.1.6 Subject to 26.1.3, 26.1.4, and 26.1.5, an Employee who is registered in the Universities Basic Dental Program **shall** receive annually **a** reduction of \$40.00 in her **annual** premium.

***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, 2002, the amount allocated to the fund shall be **\$100,000**, and on September 1, 2003, the amount allocated shall be **\$100,000**. 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.

***27.2 Tuition Support Bursary**

27.2.1 Eligibility

- (a) Only members who pay tuition fees and who meet the other provisions of 27.2. **are** eligible for a Tuition **Support Bursary**. Members whose tuition **fees are** paid specifically by tuition scholarship or by tuition bursary **are** not eligible. Recipients of **soft-funded** research bursaries **are** not eligible if the increase in the bursary in a given **year** over the previous year is equal to or superior to the increase in fees the recipient of the bursary is required to pay in that year, provided there **has** not been a significant increase in the recipient's responsibilities.
- (b) Subject to the other paragraphs of **this** article,
- (i) members who are graduate students at the University of Ottawa and who hold a Full Appointment are eligible to receive a Tuition Support Bursary in the term in which they hold the Full Appointment and in the next consecutive term in which they register in their program of studies;
- (ii) members who hold a Full Appointment covering two terms or who accumulate the equivalent of a Full Appointment over **two** continuous terms by holding part of a Full Appointment **are** eligible for the Tuition Support **Bursary** in the term in which they complete the equivalent of a Full Appointment **as well as** in the next consecutive **term** in which they register in their program of studies.

- (c) Paragraph (b) above also applies to eligible members who **are** registered **as** undergraduate students at the University of Ottawa.
- (d) The member will not be eligible for the Tuition Support Bursary normally awarded in the next consecutive **term**, if **the** member **registers** in a new program during such **term**, it being **understood that** "register in **a** new program" means that the student is **required** to complete **the** full admission process and be officially **admitted** to that **program as** a new student or the student transfers from a Master's to a Ph.D. program. The reference fees **as** set out in 27.2.2 shall be the May 1 fees immediately preceding **the term** in which the member registers **as** a new student in her new program.
- (e) **No** bursary shall be awarded for any of the **terms** beginning May, September, or January in the year in which fees in the eligible member's program **are** increased by 2% or less over the member's reference fees. No bursary shall be awarded to any eligible member in years in which fees in her program **are** increased by an average of 2% or less per year over the member's reference fees.

27.2.2 Amount of the Tuition ~~Support Bursary~~

The amount of the bursary is determined in the following ~~manner~~ based on reference fees at May 1 in a given year. The paragraphs below apply only in situations where the member ~~continues~~ to be registered in the program in which she was registered originally. For members who complete or withdraw from their original program in the life of this Agreement and register in a new program as defined in 27.2.1 (d), reference fees are those for the new program and are determined according to the date of the member's registration in the new program as per (b) or (c) below.

- (a) Provided the member ~~maintains her~~ eligibility under 27.2.1 and subject to 27.2.1 (e), members registered as students at the University of Ottawa at the time of ratification shall receive,
 - (i) from September 1, 2002 to April 30, 2003, an amount equal to any ~~increase~~ in fees as at May 1, 2002 above 2% of their reference fees as at May 1, 2001 in the program in which they were registered at the date of ratification;
 - (ii) from May 1, 2003 to April 2004, the amount set out in (i) and ~~an~~ amount equal to any ~~increase~~ in fees as at May 1, 2003 above 2% of the fees as at May 1, 2002 in the program in which they were registered at the time of ratification;

- (iii) in May 2004, amounts set out (i) and (ii) and an amount equal to any increase in fees above 2% of the fees **as** at May 1, 2003 in the program in which they were registered at **the** time of ratification.
- (b) Subject to 27.2.1 (e) registered students becoming **members** of the bargaining unit, **as well as members** registering **as** new **students**, in January 2003 and who **are** eligible under 27.2.1., shall receive,
- (i) from May 1, 2003 to April 30, 2004, an amount equal to any increase in fees above 2% of their reference fees **as** at May 1, 2002 in the program in which they **are** registered in January 2003;
- (ii) in May 2004, the amounts set out in (i) and **an** amount equal to any **increase** in fees above 2% of the fees **as** at May 1, 2003 in the program to which they were registered in January 2003.
- (c) Registered **students** becoming members of the bargaining unit, **as well as** eligible members registering **as** new students, in May and September 2003 and in January 2004, and who **are** eligible under 27.2.1 in May and September 2003 and in January 2004, shall receive an amount equal to any increase in fees above 2% of their reference fees **as at** May 1, 2003 in the program in which they **are** registered.

27.2.3 procedures

- (a) Members shall complete the appropriate application form, attach it to a copy or copies of the relevant contract(s) pursuant to 27.1 and 27.2, and submit these documents to the Union no later than the end of the second month after the beginning of the term in which the member has become eligible for a given Tuition Support Bursary, or thirty days after having signed a contract in a term in which the member has become eligible for a given Tuition Support Bursary, whichever is the later of the two. It is understood that for the term in which this collective agreement is ratified, the member must apply no later than 60 days after the date of ratification by the Union.
- (b) The Union shall transmit the completed application forms and copies of contracts to the office of the Chief Negotiator for processing. The amount of the bursary shall be deposited in the member's Financial Services student fee account within thirty (30) days of receipt by the office of the Chief Negotiator of applications transmitted by the Union, provided the information on the application form is accurate.
- (c) When the member leaves the University and her student file is closed, any surplus from an award under the tuition support bursary program in a member's Financial Services student fee account shall be remitted to the member, provided the member has no unpaid University of Ottawa student fees.

- (d) **The Chief Negotiator will forward to the Union in a timely manner information on changes to tuition fees after such changes have been formally approved and have been made public.**

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

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. To that effect, the language in which each clause was negotiated shall be indicated in the Collective Agreement by ~~an~~ asterisk next to the number of the clause.

***29.2 Printing and Distribution**

Within ~~thirty~~ (30) days of the approval of the translation of the Agreement by ~~the~~ Parties, the Employers 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 September 1, 2002 to August 31, 2004, **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.

ARTICLE 31

ASSIGNMENT AND WORKLOAD

- *31.1** 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.

***31.2** 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~~ these allocations, and such allocations ~~shall~~ reflect ~~and~~ not **unreasonably** exceed the allocations of the previous ~~three~~ (3) years.

***31.3** 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~~.

***31.4** 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.

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

IN WITNESS WHEREOF, the Parties have hereunto affixed their hands at the City of Ottawa, on the 23rd day of October, 2002.

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 Remuneration**

B.1.1 Appointments shall be paid on ~~an~~ hourly basis, ~~as~~ established in Article B.3. No contract shall be issued for ~~less than three~~ (3) hours.

B.1.2 ~~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.2 Grandfather Clause**

B.2.1 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.3, whichever is greater, ~~until~~ they graduate from their current program of study.

Postes	Taux horaire de salaire	
	1 septembre 2002 - 31 août 2003	1 septembre 2003 - 31 août 2004
Assistant d'enseignement / Démonstrateur / Moniteur de laboratoire - diplômé	30,33 \$	31,24 \$
Tuteur - diplômé	30,33 \$	31,24 \$
Assistant de recherche - diplômé	30,33 \$	31,24 \$
Correcteur - diplômé	21,85 \$	22,50 \$
Surveillant d'examens - diplômé	21,85 \$	22,50 \$
1 ^{er} cycle - tous les postes	18,20 \$	18,75 \$

***B.3** Salary Rates

Positions	Hourly Rate of Pay	
	1 September 2002 - 31 August 2003	1 September 2003 - 31 August 2004
Teaching Assistant/ Demonstrator/ Lab Monitor - Graduate	\$30.33	\$31.24
Tutor - Graduate	\$30.33	\$31.24
Research Assistant - Graduate	\$30.33	\$31.24
Marker - Graduate	\$21.85	\$22.50
Proctor - Graduate	\$21.85	\$22.50
Undergraduate- All Positions	\$18.20	\$18.75

***B.4 Vacation Pay**

The hourly ~~rates~~ set out in B.3 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.5 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.6 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.7** 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.

B 3/3



SYNDICAT CANADIEN DE LA FONCTION
PUBLIQUE CANADIAN UNION OF PUBLIC EMPLOYEES



FORMULAIRE DE GRIEF

GRIEVANCE FORM

Dossier n° _____
Case No.

Section locale _____
Local No.

Employeur _____
Employer

Employé _____
Employee

Département _____
Department

Classification _____

Superviseur _____
Supervisor

N° d'employé _____
Employee No.

TO

Étape 1 2 3 4
Step

Grief collectif
Group Grievance

Grief de principe
Policy Grievance

Je/Nous soussigné(s) affirme(ons) que _____
I/We the undersigned claim that _____

Donc je/nous demande(ons) que _____
Therefore I/We request that _____

Signature de l'employé ou des employés et/ou d'un dirigeant _____
Signature of employee(s) and/or union officer

Plaignant _____
Grievor

Date _____

Dirigeant syndical _____
Union Officer

Date _____

A 1/1

[Faint, illegible text]

APPENDIX C



**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. _____

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

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

C 2/2

ANNEXE C



**DEMANDE D'EMPLOI POUR UN POSTE
D'ASSISTANT D'ENSEIGNEMENT, DE CORRECTEUR,
DE SURVEILLANT D'EXAMENS, DE TUTEUR, DE DÉMONSTRATEUR, DE
MONITEUR DE LABORATOIRE, OU D'ASSISTANT DE RECHERCHE**

Nom : _____ Téléphone : _____
 Adresse : _____ Code postal : _____
 Adresse et téléphone (été) : _____
 Numéro d'étudiant : _____ Numéro d'employé : _____
 Courriel : _____

Demande : générale particulière Date de la demande : _____
 Faculté : _____ Département : _____

Poste demandé (cochez un ou plusieurs postes) :
 Assistant d'enseignement/Démonstrateur/Moniteur de laboratoire Tuteur Correcteur
 Surveillant d'exams Assistant de recherche

Nombre total d'heures pour le ou les postes : _____

Droit à un emploi, selon le 18.7.2 ou le 18.7.3 : (cochez l'une des possibilités)
 Nomination A temps complet Demi-nomination A temps complet Aucun

Cours ou postes demandés :
 1. _____ 2. _____

(Même en cas de demande générale, précisez le ou les postes, le n° et le titre du cours, la session universitaire qui vous intéresse le plus.)

Programme d'études actuel : Programme _____
 Baccalauréat Maîtrise Doctorat
 Temps plein Temps partiel
 Année d'études _____

Type d'emploi à l'Université d'Ottawa (AE, AR, correcteur(trice), etc.)		

Type d'emploi à l'Université d'Ottawa (AE, AR, correcteur(trice), etc.)	Emplois antérieurs à l'Université d'Ottawa (y compris l'emploi actuel) Faculté/N° de cours/Titre (ex.. Arts/HIST2510/Histoire canadienne)	Année (ex. 92/93)

La présente demande d'emploi est régie par la convention collective de la section locale 2626 du SCLFP.

C 1/2

Études :(à partir des plus récentes)

Grade et discipline

Université

Date d'obtention/En cours

1. _____
2. _____
3. _____
- _____

Titres des mémoires ou thèses terminés ou en cours au baccalauréat spécialisé, à la maîtrise ou au doctorat :

Publications :

Recherches actuelles :

Travaux de cours pertinents :

Langues : **Anglais :** parlé écrit **Français :** parlé écrit

Dans le cas de demandes pour des postes qui comprennent de l'enseignement, cette section indique si oui ou non le requérant est capable de communiquer de façon précise, efficace, et claire dans la langue d'enseignement.

Autres commentaires (ex. Travaux connexes ou expérience universitaire) :

La présente demande d'emploi est régie par la convention collective de la section locale 2626 du SCLFP.

C 2/2

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** Paragraph 31.2 shall not be ~~read to mean~~ that the Employer cannot require an Employee to **work** the full number of hours set out in the contract.
- *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).

D 1/3

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** Whereas the payroll system has not been used, in the past, to cover partial costs for benefits for employees, it is therefore difficult, at **this** time, to determine the most efficient method by which the payroll system will handle the \$40 to be reimbursed to CUPE members who register to the Basic **Dental** Plan **as** of September 1, 2002; and

Whereas a number of options must be examined by the systems programmers: introducing a deduction that is partially paid by the employer and by Employees, reducing the **annual** premium by that amount and deducting it during the **period** of coverage, or another method that is more efficient and **can** be adapted by the system; and

Whereas this exercise is unlikely to be completed before January 1;

The parties **agree** to the following.

1. For all CUPE members who will have registered to the Basic Dental Program before ~~September 30, 2002~~, a reimbursement of \$40 of the costs of premiums will be provided through a deposit in their regular *salary* account, at the latest, by October 30, 2002.

D 2/3

2. Should a system for the implementation of 26.1.6 not be in place by January 1, 2003, for all CUPE members who have registered to the Basic Dental Program before January 31, 2003, a reimbursement of \$40 of the costs of the premiums will be provided through a deposit in their regular *salary* account, at the latest by February 28, 2003, it being understood that this provision will continue to apply mutatis mutandis with the appropriate changes in dates until such time as a system for the reduction in premiums is in place.
3. The method set out in 1 and 2 above shall not create a precedent for future situations, where the reduction in premium may take one of the forms of premium reductions presented in this letter [that is in the 2nd «Whereas»], to be applied all through the period of coverage.