

# **COLLECTIVE AGREEMENT**

**between**

**THE UNIVERSITY OF OTTAWA**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2626**

**from 1 September 2004 to 31 August 2007**

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# ARTICLE 1

## INTRODUCTION

### 1.1 Definitions and Purpose

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

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

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

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

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

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

**Employee:** all persons included in the Bargaining Unit.

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

**FGPS :** Faculty of Graduate and Postdoctoral Studies.

**OLRA:** Ontario Labour Relations Act.

**OLRB:** Ontario Labour Relations Board.

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

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

For the purpose of this Collective Agreement, an employee's full-time or part-time student status is determined by her registration in her most recent previous term and is only changed (where applicable) at the time of her registration for the ensuing term.

**“Spouse:** for the purpose of this Collective Agreement, “spouse” is a person of the same or opposite sex to whom the member is married, or, notwithstanding the member’s marital status, a person with whom the member is cohabiting, provided that the member has been cohabiting with that person in a conjugal relationship for a period of at least 1 year, or, if less than 1 year, where they have become the natural **or** adoptive parents of a child. For the purposes of insured benefits, only one spouse will be eligible at any given time as indicated by the employee on her benefits application form. Where the information is not contained on the employee’s application, the person who qualifies last under the insurance policy’s definition of spouse will be the eligible spouse.

**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 regdation 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<sup>th</sup>, 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.

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## 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 mark, grade, calculate and record grades 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 machinereadable 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;
- b) twice monthly the University forward to CUPE Local 2626 an agreed upon, machine readable, electronic format list of the names of all such non-students, their employee number, the dates of their employment, the category of appointment, the department and faculty in which they are employed, and the amount equivalent to the dues that would have been collected for each of them had they been members of the bargaining unit; and,
- c) the Employer 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 an agreed upon, machine readable, electronic format list providing, for each bargaining unit employee the list of the persons from whom the deductions were made, the amount deducted, and the salary on which the amount was deducted.

**\*6.5** Within five (5) working days following the end of every month, the Employer shall forward the list of all Employees having an active contract during that month. The list shall include the name of the Employee, their employee number, 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, the preferred language of correspondence and the category of employment, as reflected on payroll files. All lists shall be forwarded in a machinereadable form agreed upon between the Parties.

**"6.6** In order to facilitate the proper implementation of **this** agreement, the Employer will send to the Union, no later than two weeks after the beginning of classes in a semester:

- a) a report, for each department, of all successful applicants to job postings, including their employee number, a reference to whether the applicant obtained the position based on 18.7, 18.5.1 (ii) or under 6.1 (b), the effective date of the contract on payroll files, and the number of students registered, if applicable;



- b) a machine readable list of applicants for positions where non-students were hired, for each department.

Further, the Union may make a written request to the Employer for a copy of the relevant contract(s), Job Description(s), and applications, 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 the information to the Union 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 eight and seven-tenth (**8.7**) 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 and seven-tenth (**2.7**) 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.

## **ARTICLE 8**

### **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**, 85 University Street, room 303, and the Assistant Vice-Rector, Human Resources, Human Resources Service, Room 046, 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, it shall be sent in hard copy and where possible electronically as well. For delivery of the hard copy, 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 of the hard copy.
- \*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 when it 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. Monthly meetings shall be scheduled in advance for a period of one year on dates and at times and locations mutually satisfactory. Topics to be discussed together with the list of persons attending and the capacity in which they shall attend shall be provided to each other at least seven (7) calendar days prior to the meeting. Either party may cancel the scheduled meeting by mutual agreement. Additionally, urgent or special meetings may be called at the request of either party including the topic(s) to be discussed and the persons expected to be present. 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

- \*10.1.1 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, religious or cultural mode of apparel, 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), 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.
- \*10.1.2 With respect to the interpretation of article 10.1.1 and certain words used in the article, the parties agree as follows:
- a) "Sex" includes but is not limited to the right to equal treatment without discrimination, intimidation, interference, restriction or coercion because an employee (i) is or may become pregnant, or (ii) is transgendered, where the term transgendered refers to a person whose assigned birth sex does not match with their gender identity.

- b) “Handicap” includes but is not limited to the right to equal treatment without discrimination, intimidation, interference, restriction or coercion because of Acquired Immune Deficiency Syndrome (AIDS), or a positive immune deficiency test (HIV test).

**\*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 recurrence 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 her 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 Sep 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.

**\*13.5.5** Notwithstanding the references to “a Union representative” in the singular herein this, the Parties agree

- a) that more than one Union representative may be present at any of the meetings referred to in this Article;
- 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 this Article applies only to that spokesperson.



# 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.

**\*15.10** 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.**

# 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 informai 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 inaccuracy. She shall also have the right to provide a written 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 by intra mail within five days of the posting. Postings on the Web will continue in academic units where such a practice exists at the time of ratification of this collective agreement. Academic units who do not currently place postings on the Web will explore the feasibility of doing so.

\*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, language in which the work will be required to be performed (if appropriate), Supervisor (if known), overall time requirements, a reasonable estimate of course enrolment, 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 D (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 preceding March 1 to July 31 or **from** the preceding 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.

\*18.4.8 Each department shall prepare an alphabetical list of all persons for whom it must respect **an** obligation for reappointment pursuant to 18.5.1(i) and will post such a list **on** the departmental bulletin board reserved in whole or in part **for** job postings by June 30, with a notice that a general application is required by July 31 as per article 18.7.9. **A** machine readable electronic copy of such a list will be sent to the Union at **or** about the time it **is** posted.

\*18.4.9 For the convenience of employees, by June 30 of each year, each department will send an electronic notice to its graduate students registered in its programs informing them of the deadline for submission of general applications as per article 18.7.9 with a copy to the Union. The list referred to in 18.4.8 will be sent as an attachment to the electronic notice. The department shall use the graduate students' University electronic mail address in their records when sending the electronic notice.

\*18.4.10 It is understood that the electronic notice referred to in 18.4.9 is for convenience and information only and does not place an obligation on the department or the Employer to advise each Employee or graduate student of their respective entitlements. Failure to receive the electronic notice referred to in 18.4.9 shall not be construed as a waiver of the employee's obligation to apply in order to receive their entitlement.

## **"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 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 who has received less than **two** full appointments, or no appointment, in **an** academic year.
2. Full-time graduate student registered in a program associated with the Unit where the position is offered.
3. Full-time graduate student not registered in a program associated with the Unit where the position is offered.
4. Full-time undergraduate student registered in a program associated with the Unit where the position is offered.
5. Part-time graduate student registered in a program associated with the Unit where the position is offered.
6. Part-time graduate student not registered in a program associated with the Unit where the position is offered.
7. 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 D), 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.

- \*18.6.5 In offering positions pursuant to Articles 18.5 and 18.6, the Employer will attempt to assign employees who have stated a proficiency in both French and English on their application form, to courses in the language of preference stated on the application form. An Employee may not grieve on the basis that she was assigned to a course other than in her language of preference.

#### **\*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 totaling 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 will be offered the equivalent of a Full Appointment as a Teaching or Research Assistant in each of the subsequent years in which she is registered as a full-time student, for a period not exceeding the fifth year in the same program.
- \*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 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<sup>st</sup> 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, as long as she grieves before the end of the term for which the position is allocated.

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 28.1.3. 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 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 attends **an** orientation program at her own request, time spent attending such a program will be considered hours worked once during her tenure as an employee, as long as the appointment is a Full Appointment or if the total appointments in a semester are equal to a Full Appointment. If the appointment during which she attends is less than 65 hours, a maximum of three hours will be deemed to be hours worked. It is further understood that in the event **an** Employee attends workshops set out in 20.1, time spent in such activities is considered hours worked, to a maximum of three (3) hours for each appointment. Proof of attendance must be submitted to the Supervisor.



## 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. The Employer shall give proper recognition of **an** Employee's contribution to these materials in accordance with the level of contribution made by the Employee and the prevailing standards or policies on authorship **of** the discipline concerned.

## 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.

\*22.7 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).

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 30<sup>th</sup> of September of each year.

## **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.
- \*24.1.6 The Employee will not be responsible for the performance of the work during an approved leave of absence with or without pay, nor shall she be required to make up any of the duties and/or hours of work prior to, or when returning from leave.

Any amendments to the duties and/or hours of work will be effected by submitting the Workload Review Form (Appendix E).

#### **\*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** determined to be beneficial 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.

#### **\*24.5.2 Conference Fund**

**The** Employer agrees to maintain a Conference Fund to be jointly administered by the Labour/Management Committee for persons who have held a Research Assistantship within the bargaining unit within twelve (12) months prior to applying to the fund for the purpose of presenting research that is not part of the Employee's thesis.

Effective September 1, 2005, and annually thereafter, the Employer shall remit \$10,000 into the fund. Any remaining funds in a given academic year shall be carried forward to subsequent academic years.

Application for this Fund will be made on the Faculty of Graduate and Postdoctoral Studies Application for a Travel Grant form and is subject to the conditions for that fund **as** amended in this provision.

**The** Conference Fund will reimburse the following expenses to a successful applicant who is a co-author and presenter of the poster or paper presentation, *with the understanding that no more than one co-*

*author will be funded for any given poster:*

- (i) travel expenses;
- (ii) accommodation expenses;
- (iii) a per diem for meals of \$40.00 per day;
  
- (iv) material production costs; and,
- (v) registration costs.

Reimbursement of expenses for (i), (ii), (iv) and (v) shall be subject to the submission of receipts up to a total maximum of \$750.00.

Deadlines for submission of applications are as follows:

- a) January 15 – for attendance at conferences between March 1 and June 30;
- b) May 15 – for attendance at conferences between July 1 and October 31 ; and
- c) September 15 – for attendance at conferences between November 1 and February 28.

An application for funding from the Conference Fund shall include proof of being a bargaining unit employee, and all documentation required by the FGPS application for travel grant, except that a contribution from the Academic Unit or the supervisor will not be required. The proof of acceptance must be included with the application. In exceptional circumstances, it will be provided with the receipts. The applicant will have to describe what other sources of funding she has received so that the same expenses will not be reimbursed twice. Applications shall be submitted to the CUPE 2626 office.

In any given year, priority will be given to applicants who have not received a grant in previous sessions.

Subject to the foregoing regulations, where the applications for funding in a session exceed the amount of monies available in the Conference Fund, the Labour/Management Committee may adopt additional guidelines to determine which applications are approved.

No later than September of each year, the Employer shall submit to the Labour/Management Committee a financial report indicating the amount of monies deposited in the Conference Fund and the disbursements from the Fund for each application which was approved.

**"24.6 Special Leave and Caregiver Leave**

The family relationships for which an Employee is entitled to leave under Article 24.6 shall be those listed in Article 24.3.1, except where the *Employment Standards Act* provides a greater entitlement.

- \*24.6.1 **An** employee shall be granted special paid leave for an **annual** maximum of ten (10) hours of work for all situations defined in 24.6.3 and 24.6.4 which 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.
- \*24.6.2 Subject to an annual maximum of ten (10) hours that includes the leaves provided for the situations defined under 24.6.3 and 24.6.4, a Dean may grant special leave for other exceptional situations that are not provided for elsewhere under Article 24 and which may include, but are not limited to an appointment with academic authorities.
- \*24.6.3 **In** addition to the paid leave provided under article 24.6.1, employees are entitled to a total of ten (10) working days of leave without pay because of personal illness, injury or medical emergency for themselves **or** for members of their close family.
- \*24.6.4 **In** addition to the paid leave provided under Article 24.6.1, an Employee is entitled to a leave of absence without pay of up to eight (8) weeks to provide care or support to members of her close family if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with significant risk of death occurring within a period of 26 weeks or shorter. The conditions of the leave will be those specified in the *Employment Standards Act*.

\*24.6.5 The Supervisor may require the Employee who takes leave under this article to provide evidence that is reasonable in the circumstances, that the Employee is entitled to the leave.

\*24.6.6 For all leaves to be taken under article 24.6, an Employee must notify her Supervisor of the need for the leave and the expected duration of the leave as soon as the need for leave becomes **known** to her.

**\*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 Pregnancy 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 pregnancy leave of up to seventeen (17) consecutive weeks that can start as early as the seventeenth (17<sup>th</sup>) 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 any contract, the Employee shall receive the lesser of the balance of remuneration owing under her contract, or 95% of her salary for forty-five (45) 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 pregnancy leave by advising the Department Chair at least four (4) weeks in advance. Should the date of return be less than six (6) weeks after the date of the birth, and if the Employer has cause to believe that the Employee's work performance may suffer, the Employer may request from the Employee a medical certificate stating that she is fit to return to work or stating which accommodations are required for a return to work. This will be 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.
- \*24.8.5 If the end of the leave is within the existing contract, 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. Should the Employee return after the date of termination of the contract under which she took pregnancy leave, she will be eligible to apply for positions in the semester following the start of the pregnancy leave, as if she had been employed, without discrimination. The **start** of the subsequent contract will be immediately following the end of the pregnancy leave.
- 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 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. The parental leave may begin no later than ~~fifty-two~~ (52) weeks after the day the child is born or comes into the Employee's custody, care and control for the first time, except that an Employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time.
- \*24.9.1.1 An Employee's parental leave may end thirty-five (35) weeks after it began if the Employee also took pregnancy leave and thirtyseven (37) weeks after it began, otherwise.
- 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.
- \*24.9.5 If the end of the leave is within the existing contract, 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. Should the Employee return after the date of termination of the contract under which she took parental leave, she will be eligible to apply for positions in the semester following the start of the parental leave, as if she had been employed, without discrimination. The start of the subsequent contract will be immediately following the end of the parental leave.

## \*24.10 Academic Leave for Program Studies

- 24.10.1 For the purposes of 24.10.2 and 24.10.3, the expression “academic requirement” means the Employee’s dissertation, thesis, major paper required for a degree or equivalent to a thesis, thesis defense, comprehensive examinations or the equivalent degree requirement in programs not requiring comprehensive examinations.
- 24.10.2 An Employee may take a leave from her work for a period of three (3) working days prior to the deadline of the Employee’s academic requirement and may avail herself of three (3) working days subsequent to the deadline of the academic requirement **to** complete her work, provided
- (a) she attends **to** proctoring exams, labs, DGDs, tutoring and scheduled office hours during the leave; and,
  - (b) the Employee notifies her Supervisor of her intention to take an academic leave as soon **as** the Employee becomes aware of the deadline to fulfill her academic requirement.
- 24.10.3 If the deadline for the completion of the Employee’s work falls within a period of three working days immediately prior **to** or on the same day as the deadline of the Employee’s academic requirement, the Employee shall **so** notify her Supervisor as soon **as** she is made aware of the conflict, with a view to resolving the matter. If the matter cannot be resolved between the Employee and the Supervisor, the appropriate graduate director shall resolve the matter in consultation with the Employee, the Supervisor and with the Employee’s academic supervisor or graduate instructor, if necessary. In any event, either the academic deadline or the work deadline will be extended to allow three (3) working days prior to and three (3) working days subsequent **to** the deadline to complete the academic requirement or the work requirement as the case **may** be.

## 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 accommodate an Employee with the requirements of the ~~Human~~ Rights Code 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 REGISTRATION FOR SUPPLEMENTARY HEALTH INSURANCE DURING FIRST OR ANY CONTRACT**

Employees who wish to register for the Supplementary Health Insurance Plan must register within forty-five (45) days of the start of any contract, for a period not extending beyond the end of her studies as a full-time student. Employees registered in the Supplementary Health Insurance Plan will pay all premium costs through salary deductions throughout any contract period, and by monthly post-dated cheques when no contract is in place. Subsequent renewals must be made within the first forty-five **(45)** days of any subsequent contracts. No coverage will be extended during a period where there are no contracts unless post-dated cheques have been provided within the first thirty (30) days of that period.

### **\*26.1.3 REGISTRATION FOR BASIC DENTAL OR OPTIONAL DENTAL INSURANCE COVERAGE**

Employees who wish to register to the Basic Dental or Optional Dental Programs must register within forty-five **(45)** days of the start of the first contract in their program of study, for a period covering at least twelve (12) months.

Employees who wish to register to the Basic Dental or Optional Dental Programs within forty-five (45) days of the first contract in their program of study, but who are already covered under an existing dental program must provide notice of participation to be effective the next September, along with a proof of existing coverage, within the first forty-five (45) days.

Employees who wish to register to the Basic Dental or Optional Dental Programs after the first forty-five (45) 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.

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 forty-five (45) days of the **start** of the new contract or the provisions of the previous paragraph will **apply**.

Employees registered in the Basic Dental **or** Optional Dental Program will pay all premium costs through salary deductions throughout any contract period and by monthly post-dated cheques when no contract is in place. No coverage will be extended during a period where there are no contracts unless post-dated cheques have been provided within the first thirty (30) days of that period.

- \*26.1.4 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.

For all CUPE members who have registered to the Basic Dental **Program** before February 15<sup>th</sup> of each year, a reimbursement of \$40.00 of the costs of the premiums will be provided through a deposit in their regular **salary** account, at the latest by March 15<sup>th</sup>, 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.

**\*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, UHIP fees and child care costs in order to perform their duties, in cases of demonstrated financial need. Effective September 1, 2004, the annual amount allocated to the fund shall be \$135,000. Any unspent monies shall remain in the fund for future distribution. Of the fund, an amount of \$5,000 will be reserved particularly for assistance for UHIP fees and \$5,000 will be reserved for assistance for child care costs. 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 are eligible to receive a Tuition Support Bursary in the academic year (defined as September to August for the purposes of this article) in which they hold a Full Appointment or appointments equivalent to a full appointment;
  - (ii) in the case of members who fall under 18.7.2 and 18.7.3, the eligibility will be established from the start of the academic year in which they register in their program **of** studies.
- (c) Sub-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) from May 2004 to April 2005, amounts set out in (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;
  - (iv) from May 2005 to April 2006, amounts set out in (i), (ii) and (iii) and an amount equal to any increase in fees above 2% of the fees at May 1, 2004 in the program in which they were registered at the time of ratification;
  - (v) from May 2006 to April 2007, amounts set out in (i), (ii), (iii) and (iv) and an amount equal to any increase in fees above 2% of the fees as at May 1, 2005 in the program in which they were registered at the time of ratification;

- (vi) in May 2007, amounts set out in (i), (ii), (iii), (iv) and (v) and **an** amount equal to any increase in fees above 2% of the fees as at May 1, 2006 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 May 2005 or thereafter during the term of this collective agreement, and who **are** eligible under 27.2.1., shall have **as** reference fees the May 1 fees of the calendar year immediately preceding the term in which the student has become a member of the bargaining unit or that the member registered as a new student (except for those who become members in January where the reference fees are May 1 of the calendar year **two** years preceding that January); they shall receive, from the term that they become eligible, until May 2007, an amount equal to any increase in fees above 2% of their reference fees.

**\*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.
- (e) The Employer shall notify in writing each employee of the results of her application. A copy of this correspondence shall be forwarded to the Union.



## ARTICLE 28

### UNION AND EMPLOYEE ENTITLEMENTS

#### **\*28.1 University Facilities and Services for Employees**

- 28.1.1 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.
- 28.1.2 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.
- 28.1.3 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.
- 28.1.4 Each employee who holds a Teaching or a Research Assistantship will be eligible to purchase software products under the University's Microsoft License.
- 28.1.5 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.
- 28.1.6 Upon request, every employee may receive, free of charge, a parking permit which will entitle her to park in University of Ottawa parking lots **not** reserved for pay-and-display, parking meters or other restricted areas, at any time on Saturdays, Sundays and holidays.

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

The back cover (outside) of the collective agreement shall be an information page, printed on coloured paper. Its contents will be prepared by the Union on matters related to the Collective Agreement it wishes to bring to the membership's attention.

#### **\*29.3** Duration and Modification of the Agreement

This Agreement shall continue in force and effect from September 1, 2004 to August 31, 2007, 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 Rate 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 Article 32, 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 Article 32. 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** When a full-time graduate student is hired for a teaching or research assistantship, the total number of contracted hours of work will not exceed an average of ten hours per week over the academic session as required 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 complete a Description of Duties And Allocation of Hours form shown in Appendix B, in accordance with the Job Description Guidelines shown in Appendix C which will include a detailed list of tasks and indicate the approximate time to be spent on each task. In cases where an employee is employed for the first time in a course, the supervisor shall ensure that a meeting occurs in person within the first month with such employees to discuss the duties and expectations and ways to avoid potential workload problems.

It is understood that if a Supervisor requires an employee to be present before the time set for an examination, such time will be included in the hours worked; the same will apply for time to be spent after the examination session is ended.

- \*31.4** Supervisors shall be responsible for meeting at least once individually with each employee at or about the mid-point of their appointments, for the purpose of conducting a review of each employee's job description, ensuring that employee's hours of work as set out in their job description continue to be appropriate, and to discuss the informal evaluation pursuant to 16.5 which must have been received by the employee at least two (2) days prior to the meeting.

Following this meeting, the supervisor, with approval of the Chair, shall inform the employee of any revisions to the Employee's Description of Duties and Allocation of Hours form, and shall issue a revised copy of Appendix B to the Employee. Provision for attendance at meetings shall be included in the hours allotted on each employee's job description.

- \*31.5** Where an employee **has** any reason to believe that she may be unable to perform the duties specified in the job description within the hours specified thereon (either the total hours or the hours applicable to a section thereof), the Employee shall deliver a Workload Review Form (Appendix E) to the Employee's supervisor without delay from the point at which she ought to have reasonably known about the problem. The Supervisor will meet with the Employee within four (4) working days to discuss the problem and determine how the work remaining will be handled within the remaining hours of the appointment and without increasing the number of hours of the contract by reducing the remaining assigned duties. **This** will be confirmed in writing by the Supervisor within four (4) working days of the meeting.

- \*31.6** In cases where the Supervisor determines that additional hours must be added to the appointment in order to complete the duties assigned, such consent shall be provided in writing by the Chair of the department before the additional hours are worked by the employee.

**An** Employee may be accompanied by a union representative at any meeting held pursuant to article 31.



- \*31.7** For workload duties where the choice of approach is not specified in sufficient detail by the Supervisor, no employee shall be penalized or prejudiced in any way for her choice of approach, as long as the instructions given were followed.
- \*31.8** No Employee shall be required to do work of a personal nature for any other person employed by the University.
- \*31.9** 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. Further, paragraph 31.2 shall not be read to mean that the Employer can use the previous allocations to require an Employee to work more than the hours of the contract.

## ARTICLE 32

### POSITIONS AND RATES OF PAY

32.1 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.

#### **\*32.2 Remuneration**

32.2.1 Appointments shall be paid on an hourly basis, as established in Article 32.4. No contract shall be issued for less than three (3) hours.

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

#### **\*32.3 Grandfather Clause**

32.3.1 No Employee shall suffer a reduction of pay as a result of this Collective Agreement. Undergraduate students registered as of January 1, 2000 and who were employed in the job classifications specified in Article 4 of the Collective Agreement shall be paid their contracted hourly rate as of January 1, 2000 or the hourly rate set out in 32.4, whichever is greater, until they graduate from their current program of study.

\*32.4 Taux de salaire

“32.4 Salary Rates

Postes / Positions	Taux horaire de salaire / Hourly Rate of Pay		
	1 septembre 2004 - 31 août 2005 / 1 September 2004 – 31 August 2005	1 septembre 2005 - 31 août 2006 / 1 September 2005 – 31 August 2006	1 septembre 2006 - 31 août 2007 / 1 September 2006 – 31 August 2007
Assistant d’enseignement / Démonstrateur / Moniteur de laboratoire - diplômé <i>Teaching Assistant / Demonstrator / Lab Monitor - Graduate</i>	32,49	33,46	34,46
Tuteur – diplômé <i>Tutor - Graduate</i>	32,49	33,46	34,46
Assistant de recherche – diplômé <i>Research Assistant – Graduate</i>	32,49	33,46	34,46
Correcteur – diplômé <i>Marker – Graduate</i>	23,40	24,10	24,82
Surveillant d’examens – diplômé <i>Proctor – Graduate</i>	23,40	24,10	24,82
1 <sup>er</sup> cycle - tous les postes <i>Undergraduate – All Positions</i>	19,50	20,08	20,68

**"32.5 Vacation Pay**

The hourly rates set out in 32.4 include 4% vacation pay. The vacation pay shall be identified separately and clearly on the contract and each of the pay statements, as of September 1, 2000.

**\*32.6 Salary Deposit**

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

**'32.7 Processing Delay**

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

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

IN WITNESS WHEREOF, the Parties have hereunto affixed their hands at the City of Ottawa, on the 12<sup>th</sup> day of April, 2005.

LE SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE  
ET SA SECTION LOCALE 2626

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2626

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**Jean-Marc Bézaire**

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**Abdelwahab Hamou-Lhadj**



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 \_\_\_\_\_

UNIVERSITÉ D'OTTAWA  
FACULTÉ DES ÉTUDES SUPÉRIEURES  
ET POSTDOCTORALES



uOttawa

UNIVERSITY OF OTTAWA  
FACULTY OF GRADUATE AND  
POSTDOCTORAL STUDIES

**DESCRIPTION DE POSTE ET ATTRIBUTION DES HEURES**

(Assistants d'enseignement / Démonstrateurs / Moniteurs de laboratoire, Surveillants d'examen, Tuteurs, Correcteurs et Assistants de recherche rémunérés des fonds d'exploitation de l'Université)

**DESCRIPTION OF DUTIES AND ALLOCATION OF HOURS**

(Teaching Assistants / Demonstrators / Laboratory Monitors, Proctors, Tutors, Correctors/Markers and Research Assistants paid from the University's operations budget.)

INITIALE  
INITIAL

MODIFIÉE  
AMENDED

CHANGEMENT À MI-CONTRAT  
DÉCOULANT DE LA RÉVISION  
MID COURSE REVIEW CHANGES

Note : Une fois la Description de poste signée par les deux parties, toute modification doit être faite par écrit et acceptée par les deux parties. Une copie des modifications doit être envoyée au SFCP et versée au dossier de l'employé.

Note: Once this Job Description has been signed by both parties, changes or amendments must be set in writing and must be agreed to by both parties. Copies of the amendments must be forwarded to CUPE and included in the employee's file.

N.B. : Dans le présent document, le genre non marqué, quand il est employé pour désigner des personnes, renvoie aussi bien à des femmes qu'à des hommes.

Nom de famille de l'employé - Employee's surname		Prénoms - Given Names		<input type="checkbox"/> N° d'employé Employee no.	
Début - Start		Fin - End		Professeur superviseur - Supervising professor <input type="checkbox"/> N° d'étudiant Student no.	
Année - Year		Mo. - Jour - Day		RM. - Ref. S-	
Année - Year		Mo. - Jour - Day		Département - Department Code et titre du cours - Course code and title	

**A LISTE DES TÂCHES - LIST OF DUTIES**

L'Article 31.3 de la convention collective du SFCP se lit comme suit : Dès que l'employé est placé sous la responsabilité d'un superviseur, celui-ci prépare le formulaire des fonctions et de l'attribution des heures à l'annexe B, conformément aux directives sur les descriptions de poste figurant à l'annexe C; le formulaire comprend une liste détaillée des tâches et qui indique le nombre approximatif d'heures à consacrer à chaque tâche. Lorsqu'un employé est embauché pour la première fois dans un cours, le superviseur s'assure de rencontrer cet employé dans le premier mois pour discuter des fonctions et des attentes, ainsi que des façons d'éviter des problèmes au niveau de la charge de travail.

CUPE collective agreement, Article 31.3 states: Once the Employee has been assigned to her Supervisor, the Supervisor shall prepare a Job Description of Duties And Allocation of Hours form shown in Appendix B, in accordance with the Job Description Guidelines shown in Appendix C which will include a detailed list of tasks and indicate the approximate time to be spent on each task. In cases where an employee is employed for the first time in a course, the supervisor shall ensure that a meeting occurs in person within the first month with such employees to discuss the duties and expectations and ways to avoid potential workload problems.

Lorsqu'un superviseur exige qu'un employé soit présent avant l'heure prévue d'un examen, il est entendu que ce temps est compris dans les heures travaillées; cette condition s'applique également au temps de présence exigé après la fin de la période d'examen.

It is understood that if a Supervisor requires an employee to be present before the time set for an examination, such time will be included in the hours worked; the same will apply for time to be spent after the examination session is ended.

Inscriptions approximatives per AE  
Estimated Enrolment per T.A.

<input type="checkbox"/> Tâches telles qu'inscrites ci-dessous (voir l'annexe C) Duties as specified below (See Appendix C)	(joindre une feuille séparée si l'espace ne suffit pas) (attach a separate sheet if space is insufficient)	Moyenne d'heures par semaine Average number of hours per week	Nombre total de semaines Total number of weeks
TÂCHES - DUTIES Pour les descriptions/définitions, il faut consulter l'Annexe C et l'Article 4.3 traitant des classifications de postes. Refer to Appendix C and Article 4.3 on Job Classifications for descriptions/definitions.		Heures par tâches initiales Hours per initial task	Heures par tâches révisées Hours per revised task
Formation - Training			
Préparation - Preparation			
Contact - Contact			
Correction / Notation - Marking / Grading			
Autres tâches - Other duties			
		Nombre total d'heures Total number of hours	

**B DÉCLARATION / SIGNATURES**

Lorsqu'un étudiant diplômé à temps plein est engagé pour un assistant d'enseignement ou de recherche, le nombre total d'heures de travail prévues au contrat n'excède pas le moyenne de dix heures par semaine échelonnée sur la session universitaire, comme l'exige les règlements de la Faculté des études supérieures.

When a full-time graduate student is hired for a teaching or research assistantship, the total number of contracted hours of work will not exceed an average of ten hours per week over the academic session as required by the regulations of the Faculty of Graduate and Postdoctoral Studies.

Préparé par - Prepared by

Approuvé par - Approved by

Faculté, École, Département - Faculty, School, Department

Date (Directeur / personne désignée) Signature (Chak / Designated Authority)

Nom du superviseur (imprimé) - Name of supervisor (Print)

J'accepte cette Description de poste selon les conditions ci-dessus.  
I accept this Job Description under the conditions stated above.

Date Signature (Superviseur) Signature (Supervisor)

Date Signature (Employé) Signature (Employee)

**C CHANGEMENTS À MI-CONTRAT DÉCOULANT DE LA RÉVISION (S'IL Y A LIEU) - MID COURSE REVIEW CHANGES (if any)**

Date de la rencontre - Date of meeting

Remarques / Changements - Comments / Changes

Année - Year Mo. - Jour - Day

Préparé par - Prepared by

Approuvé par - Approved by

Nom du superviseur (imprimé) - Name of supervisor (Print)

Date (Directeur / personne désignée) Signature (Chak / Designated Authority)

Date Signature (Superviseur) Signature (Supervisor)

Date Signature (Employé) Signature (Employee)

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 EMPLOYÉ / EMPLOYEE  
 DOSSIER PERSONNEL DE L'EMPLOYÉ / EMPLOYEE'S PERSONAL FILE

## ANNEXE C

### DIRECTIVES POUR PRÉPARER LE FORMULAIRE DE DESCRIPTION DE POSTE ET D'ATTRIBUTION DES HEURES POUR LE PERSONNEL VISÉ PAR LA CONVENTION COLLECTIVE de la section locale 2626 DU SCFP

#### **But**

Les présentes directives aident les superviseurs et superviseuses à préparer par écrit la description de poste pour chaque employé à leur service, comme l'exigent certains articles de la convention collective entre l'université d'Ottawa et la section locale 2626 du Syndicat canadien de la fonction publique. Au moment d'élaborer une description de poste, les superviseurs devraient discuter des détails avec la personne visée par la description.

#### **Formulaire de description de poste et d'attribution des heures**

Le formulaire présenté à l'Annexe B a été élaboré pour assurer une certaine uniformité dans la description des postes. En examinant attentivement les présentes directives, les superviseurs ont les renseignements nécessaires pour préparer une description de poste qui reflète les exigences particulières du poste et respecte les modalités de la convention collective.

#### **Comment remplir le Formulaire de description de poste et d'attribution des heures**

Dans la section sur les tâches, il faut décrire les tâches que l'employé aura à accomplir et dire combien d'heures il devra y consacrer. L'échantillon de tâches énumérées dans les pages suivantes de cette Annexe permet de les regrouper par catégorie de fonctions, puis de préciser en dessous les tâches particulières dans chaque catégorie. Les catégories sont : formation, préparation, recherche, heures contact, correction et autres tâches. Seules les tâches propres à l'affectation de l'employé doivent figurer sur le formulaire, accompagnées d'autant de détails que nécessaire pour bien décrire chaque tâche.

**Formation** : Inscire ici la participation de l'employé à des programmes de formation.

**Préparation** : Différents types de préparation sont présentés à la page suivante; il faut inscrire toutes les tâches de préparation que l'employeur exigera de l'employé. Ici, il faut porter une attention particulière aux employés chargés d'enseigner un cours ou une section de cours de façon autonome, mais avec supervision.

**Temps de contact avec les étudiants et les étudiantes** : Chaque heure de classe prévue compte pour soixante (60) minutes dans la description des heures de travail. Lorsque le temps de contact n'excède pas la période normale de 13 semaines par session, il faut bien inscrire le temps de contact prévu. Il faut indiquer aussi le niveau de supervision de l'employé.

**Recherche** : Les diverses tâches liées à la recherche sont énumérées à la page suivante. Il faut inscrire toutes les tâches de recherche que l'employeur exigera de son employé.

**Correction** : Il faut inscrire la nature des travaux à corriger et leur nombre approximatif, ainsi que des indications concernant le temps qu'il convient de consacrer à la correction de chaque travail. Il convient d'inscrire également le nombre approximatif d'étudiants dans le cours et de l'utiliser pour déterminer les heures de correction. Si la charge de correction risque d'être inégale au cours de la session, il faut l'indiquer. Si le nombre de travaux à corriger dépasse la prévision initiale, le superviseur doit prendre les mesures nécessaires pour s'assurer que l'employé ne dépasse pas le temps total accordé à la correction (ex. augmenter les heures prévues pour cette tâche, réduire le nombre de travaux à corriger, autre mesure). De la même façon, le superviseur doit vérifier le plus tôt possible si le temps prévu pour chaque travail a été bien évalué.

**Autres tâches** : Il faut décrire ces tâches de la même manière qu'on l'a fait pour les grandes catégories ci-dessus. De plus, il faut tenir compte ici de la présence de l'employé à la rencontre de révision à mi-contrat. Les « autres tâches » doivent être conformes à l'article 4 et au paragraphe 31.2 de la convention collective. Le « nombre total d'heures » du poste est la somme d'heures accordées par session pour la formation, la préparation, le contact, la recherche, la correction et les autres tâches.

#### **Révision de la description de poste**

S'il devient nécessaire de revoir la description des tâches ou l'attribution des heures, il faut se reporter à l'Article 31 de la convention collective. À noter que cet article stipule qu'il faut discuter de cette révision avec l'employé. Il faut préparer un formulaire révisé de « Description de poste et attribution des heures » et en fournir une copie à l'employé ainsi qu'au département pour ses dossiers.

### **IL FAUT TENIR COMPTE DES TÂCHES SUIVANTES EN PRÉPARANT LA DESCRIPTION DE POSTE :**

#### **Formation**

\_\_\_\_\_ Assister à des séances de formation pour employés



- \_\_\_\_\_ Assister à des séances de formation sur la santé et la sécurité
- \_\_\_\_\_ Formation en WebCT et campus virtuel

### **Préparation**

- \_\_\_\_\_ Préparer le plan de cours
- \_\_\_\_\_ Choisir des textes pertinents
- \_\_\_\_\_ Préparer des plans de discussion
- \_\_\_\_\_ Préparer des documents de cours
- \_\_\_\_\_ Préparer des listes de lectures de référence
- \_\_\_\_\_ Préparer des bibliographies
- \_\_\_\_\_ Concevoir et préparer des épreuves/examens
- \_\_\_\_\_ Préparer des travaux/ensembles de problèmes
- \_\_\_\_\_ Lire des textes/manuels/documents sources
- \_\_\_\_\_ Préparer des séances de tutorat/notes de cours
- \_\_\_\_\_ Préparer du matériel audiovisuel
- \_\_\_\_\_ Assister aux cours magistraux/séminaires du superviseur
- \_\_\_\_\_ Assister aux laboratoires/séances de tutorat du superviseur
- \_\_\_\_\_ Annoncer des séminaires/ateliers spéciaux
- \_\_\_\_\_ Consulter le superviseur du cours
- \_\_\_\_\_ Préparer/installer le matériel de laboratoire
- \_\_\_\_\_ Télécharger des fichiers vers le WebCT

### **Recherche**

- \_\_\_\_\_ Concevoir des sondages et questionnaires
- \_\_\_\_\_ Collecte de données primaires et secondaires
- \_\_\_\_\_ Interviewer des personnes
- \_\_\_\_\_ Discussion et rencontre avec le superviseur
- \_\_\_\_\_ Rencontres d'équipe
- \_\_\_\_\_ Saisie de données
- \_\_\_\_\_ Analyse de données
- \_\_\_\_\_ Revue de la littérature
- \_\_\_\_\_ Analyse critique
- \_\_\_\_\_ Travail de laboratoire
- \_\_\_\_\_ Apprentissage
- \_\_\_\_\_ Concevoir des outils (ex. outils de simulation)
- \_\_\_\_\_ Rédiger et préparer des rapports et présentations
- \_\_\_\_\_ Présentations
- \_\_\_\_\_ Activités sur le terrain

### **Temps de contact avec les étudiants et les étudiantes**

- \_\_\_\_\_ Donner des cours magistraux
- \_\_\_\_\_ Donner des séances de tutorat / des séminaires / des séances pratiques
- \_\_\_\_\_ Donner des séminaires/ateliers spéciaux
- \_\_\_\_\_ Faire des démonstrations en laboratoire
- \_\_\_\_\_ Faire des démonstrations dans les laboratoires de langue
- \_\_\_\_\_ Faire des démonstrations d'équipement en dehors des cours
- \_\_\_\_\_ Faire des démonstrations de résolution de problèmes
- \_\_\_\_\_ Offrir du tutorat à des étudiants (pas au Centre)
- \_\_\_\_\_ Diriger des visites d'études
- \_\_\_\_\_ Heures de bureau
- \_\_\_\_\_ Encadrer des étudiants en dehors des heures de bureau
- \_\_\_\_\_ Lire les courriels des étudiants et y répondre
- \_\_\_\_\_ Groupes de discussion en ligne

### **Correction**

- \_\_\_\_\_ Cassettes de langue
- \_\_\_\_\_ Ensembles de problèmes
- \_\_\_\_\_ Programmes d'ordinateur

- \_\_\_\_\_ Fiches techniques
- \_\_\_\_\_ Rapports de laboratoire
- \_\_\_\_\_ Vérifier les notes de laboratoire
- \_\_\_\_\_ Comptes rendus de livre
- \_\_\_\_\_ Présentations orales
- \_\_\_\_\_ Démonstrations
- \_\_\_\_\_ Projets
- \_\_\_\_\_ Dissertations (indiquer le nombre de pages)
- \_\_\_\_\_ Quiz
- \_\_\_\_\_ Examens de mi-session
- \_\_\_\_\_ Épreuves de fin de session
- \_\_\_\_\_ Examens
- \_\_\_\_\_ Entrer des notes à l'ordinateur

#### **Autres tâches**

- \_\_\_\_\_ Surveillance d'examen
- \_\_\_\_\_ Préparation en vue de la surveillance d'examens (apporter les examens à la salle d'examen, compter les examens, préparer les listes de classe, etc.)
- \_\_\_\_\_ Temps après la surveillance d'examen (classer les copies d'examen en ordre alphabétique, rapporter les examens, etc.)
- \_\_\_\_\_ Calculer/inscrire les notes et les mettre sous forme de tableaux
- \_\_\_\_\_ Rencontres avec d'autres employés
- \_\_\_\_\_ Tâches de bureau (ex. photocopier les documents de cours / lectures)
- \_\_\_\_\_ Autres tâches (veuillez décrire)

#### **NOTES :**

1. Il s'agit d'une liste informative seulement. Elle n'est pas exhaustive et, bien sûr, les tâches énumérées ici ne s'appliquent pas à tous les départements ni à tous les genres de postes.
2. La liste ne doit pas remplacer une énumération précise des tâches au formulaire (Annexe B). Choisir les tâches appropriées et les transférer à la section appropriée du formulaire; attribuer suffisamment de temps pour chaque tâche.
3. Pour le temps à consacrer à la correction, indiquer le nombre de travaux à corriger et le temps attribué à chacun. Si le nombre d'étudiants n'est pas connu, faire une approximation aussi fidèle que possible et, au besoin, rajuster le nombre à la révision de mi-contrat. Pour les heures-contact, indiquer le nombre d'heures par semaine et le nombre de semaines.

## APPENDIX C: Job Description Guidelines

### GUIDELINES FOR PREPARING THE *DESCRIPTION OF DUTIES & ALLOCATION OF HOURS FORM* (included as Appendix B) FOR EMPLOYEES COVERED BY THE CUPE, Local 2626 COLLECTIVE AGREEMENT

#### Purpose

The purpose of these guidelines is to assist supervisors of employees in preparing the written description of each employee's position as required by Articles of the Collective Agreement between the University of Ottawa and the Canadian Union of Public Employees, Local 2626. In formulating job descriptions, supervisors are encouraged to discuss the details of the job description with the employee involved.

#### Description of Duties and Allocation of Hours Form

The Description of Duties and Allocation of Hours form presented as Appendix B has been prepared to ensure a uniform approach to the description of employee positions. A careful review of the following guidelines will provide each supervisor with the information necessary to complete each job description in accordance with the specific requirements of the position and in compliance with the terms of the Collective Agreement.

#### How to Complete the *Description of Duties and Allocation of Hours Form*

Completion of the section on Duties involves describing the duties to be performed by the employee and providing a statement of the hours required for the completion of these duties. Using the sample list of duties described on the following pages of this Appendix, duties are to be described by functional category, followed by a statement of the individual duties involved under that category. The functional categories to be used are: training, preparation, contact, research marking/grading, and other duties. Only those duties which will form part of the employee's assignment should be listed on the form, in as much detail as necessary to adequately describe the duty.

**Training:** Employee participation in training programs should be reflected in this section.

**Preparation:** Types of preparation are presented on the following page, and all preparation duties to be required of the employee by the employer should be included. Special attention should be paid to this section for those employees who are responsible for the independent teaching, under supervision, of a course or section.

**Contact:** Every scheduled hour of class time is to be treated as sixty (60) minutes in describing hours of work. Care should be taken, where contact does not extend over the standard period of (13 weeks per term), to indicate the expected period of contact. The level of supervision of the employee should be indicated.

**Research:** Tasks associated with research are included on the following page. All research duties to be required of the employee by the employer should be included.

**Marking/Grading:** The nature and estimated number of assignments to be graded should be indicated, together with guidance as to the appropriate amount of time which should be devoted to marking each class assignment. The estimated enrolment should be used in determining marking hours. If the marking workload will be unevenly distributed during the term, this should be stated. Should the number of assignments to be marked exceed the original estimate, supervisors must take appropriate measures to ensure the total time allocation for marking/grading is not exceeded (e.g., by increasing the hours allocated, by reducing the number of assignments to be graded, or by other measures). Similarly, supervisors should verify as early as possible that the time allocated per assignment has been appropriately estimated.

**Other duties:** These should be described in the same manner as the major categories discussed above. **Also**, this section should reflect attendance at mid-course review meetings. **"Other duties" must be consistent with Articles 4 and 31.2 of the Collective Agreement.**

**The "total hours" for the assignment is the sum of the hours per session given for training, preparation, contact, research, marking/grading, and other duties.**

#### Revision of Job Description

Should it become necessary to revise the description of duties and/or the allocation of hours, refer to **Article 31 of the Collective Agreement**. Note that this article requires that the revision be discussed with the employee. A revised "Description of Duties and Allocation of Hours" form should be prepared and provided to the employee, and for the Department's records.

**THE FOLLOWING DUTIES SHOULD BE CONSIDERED WHEN FILLING OUT THE JOB DESCRIPTION:**

**Training**

- \_\_\_\_\_ Attending employee training sessions
- \_\_\_\_\_ Attending Health and Safety training sessions
- \_\_\_\_\_ Web CT and Virtual Campus training
- \_\_\_\_\_

**Preparation**

- \_\_\_\_\_ Preparing course outline
- \_\_\_\_\_ Selecting relevant texts
- \_\_\_\_\_ Preparing discussion outlines
- \_\_\_\_\_ Preparing handouts
- \_\_\_\_\_ Preparing reading lists
- \_\_\_\_\_ Preparing bibliographies
- \_\_\_\_\_ Designing and preparing tests/examinations
- \_\_\_\_\_ Preparing assignments/problems sets
- \_\_\_\_\_ Reading texts/manuals/source materials
- \_\_\_\_\_ Preparing tutorial/lecture notes
- \_\_\_\_\_ Preparing audiovisual materials
- \_\_\_\_\_ Attending supervisor's lectures/seminars
- \_\_\_\_\_ Attending supervisor's labs/tutorials
- \_\_\_\_\_ Announcing special seminars/workshops
- \_\_\_\_\_ Consulting with course supervisor
- \_\_\_\_\_ Preparing/setting up laboratory materials
- \_\_\_\_\_ Uploading files to Web CT
- \_\_\_\_\_

**Research**

- \_\_\_\_\_ Designing surveys and questionnaires
- \_\_\_\_\_ Primary and Secondary Data Collection
- \_\_\_\_\_ Interviewing
- \_\_\_\_\_ Discussion and Meeting with the Supervisor
- \_\_\_\_\_ Team Meetings
- \_\_\_\_\_ Data Entry
- \_\_\_\_\_ Data Analysis
- \_\_\_\_\_ Literature Review
- \_\_\_\_\_ Critical Analysis
- \_\_\_\_\_ Lab Work
- \_\_\_\_\_ Learning
- \_\_\_\_\_ Developing Tools (e.g. Simulation tools)
- \_\_\_\_\_ Writing and Preparing Reports and Presentations
- \_\_\_\_\_ Presentations
- \_\_\_\_\_ Field Work
- \_\_\_\_\_

**APPENDIX C (CONTINUED)**

**Contact Time**

- \_\_\_\_\_ Conducting lectures
- \_\_\_\_\_ Conducting tutorials / seminars/ practical
- \_\_\_\_\_ Conducting special seminars/workshops
- \_\_\_\_\_ Demonstrating in laboratory
- \_\_\_\_\_ Demonstrating in language laboratory

- \_\_\_\_\_ Demonstrating equipment outside class
- \_\_\_\_\_ Demonstrating problem solving
- \_\_\_\_\_ Tutoring individuals (not in centre)
- \_\_\_\_\_ Leading field trips
- \_\_\_\_\_ Office hours
- \_\_\_\_\_ Consulting with students outside office hours
- \_\_\_\_\_ Reading and responding to students' emails
- \_\_\_\_\_ Online discussion groups
- \_\_\_\_\_

**Marking/Grading**

- \_\_\_\_\_ Language tapes
- \_\_\_\_\_ Problem sets
- \_\_\_\_\_ Computer programs
- \_\_\_\_\_ Data sheets
- \_\_\_\_\_ Laboratory reports
- \_\_\_\_\_ Checking lab books
- \_\_\_\_\_ **Book** reviews
- \_\_\_\_\_ Oral presentations
- \_\_\_\_\_ Demonstrations
- \_\_\_\_\_ Projects
- \_\_\_\_\_ Essays (indicate page length)
- \_\_\_\_\_ Quizzes
- \_\_\_\_\_ Mid-terms
- \_\_\_\_\_ End-of-term tests
- \_\_\_\_\_ Examinations
- \_\_\_\_\_ Entering grades onto computer
- \_\_\_\_\_

**Other Duties**

- \_\_\_\_\_ Exam invigilation
- \_\_\_\_\_ Preparation for proctoring (ex. Transporting exams, counting exams, preparing class lists, etc)
- \_\_\_\_\_ Time spent after proctoring (ex. Alphabetizing exams, transporting exams, etc)
- \_\_\_\_\_ Calculating/recording/tabulating grades
- \_\_\_\_\_ Meetings with other employees
- \_\_\_\_\_ Clerical (e.g., photocopying handouts/ readings)
- \_\_\_\_\_ Other Duties (Please Describe)

**NOTES:**

1. This list is instructive only. It is not exhaustive nor, of course, will all duties listed here apply to all Departments or to all types of positions.
2. The list is not a substitute for clearly itemizing duties on the front of the form. Select appropriate duties and transfer to the appropriate section of the form, assigning a sufficient time allowance to each.
3. When allocating time for marking, indicate the number of individual items to be marked and the time allotted for each item. If the number of students is not known, estimate as accurately as possible and revise as necessary during the mid-course review. For contact hours indicate the number of hours per week and the number of weeks.



**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'examens ? 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 à temps complet ? Aucun ?

Cours ou postes demandés :

1. \_\_\_\_\_ 2. \_\_\_\_\_  
 3. \_\_\_\_\_

(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 \_\_\_\_\_

Si vous êtes inscrits dans un programme interdisciplinaire autonome, veuillez indiquer dans quelle unité scolaire vous désirez être considéré selon l'article 18.6.4 de la convention collective. Ce choix s'appliquera pour la durée de votre programme d'études: \_\_\_\_\_

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 SFCP.

**Études** : (à partir des plus récentes)

Grade et discipline	Université	Date d'obtention/En cours
---------------------	------------	---------------------------

1. \_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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**Publications :**

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**Recherches actuelles :**

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**Travaux de cours pertinents :**

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**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.

**Langue préférée pour l'enseignement: Anglais ? Français ? Les deux ?**

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

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

**APPENDIX D**



**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 ? None ?

Courses/Positions requested:  
 1. \_\_\_\_\_ 2. \_\_\_\_\_  
 3. \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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



**Education:** (begin with current)

Degree and Discipline                      University                      Date Completed/In Progress

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

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

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**Publications:**

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**Current Research:**

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**Relevant Course Work:**

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**Languages:**      **English: Spoken ?**      **written ?**      **French: Spoken ?**      **Written ?**

In the case of applications for positions containing a teaching component, this section indicates whether the applicant can communicate accurately, effectively, and with clarity in the language of instruction.

**Language of preference for teaching: English ? French ? Both ?**

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

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This application is governed by the CUPE Local 2626 Collective Agreement

**ANNEXE E**

**FORMULAIRE DE RÉVISION DE LA CHARGE DE TRAVAIL**

Le présent formulaire est présenté conformément aux **Articles 31 et 24.1.6 de la** convention collective entre l'Université d'Ottawa et le Syndicat canadien de la fonction publique, section locale 2626.

**Section de l'employé/l'employée :**

Nom \_\_\_\_\_

Département où je travaille \_\_\_\_\_

Selon ma description de poste et l'expérience que j'ai maintenant de mon travail ou étant donné un congé approuvé, je ne crois pas pouvoir m'acquitter des tâches suivantes décrites dans ma description, dans les heures précisées (soyez aussi explicite que possible) :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Je propose donc les modifications suivantes (précisez au niveau des tâches et/ou des heures) :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Section du superviseur/de la superviseure de l'employé/l'employée**

Nom \_\_\_\_\_ Reçu le (date) : \_\_\_\_\_

Réaction : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX E**

**WORKLOAD REVIEW FORM**

This form is presented in accordance with **Articles 31 and 24.1.6 of the** Collective Agreement between the University of Ottawa and the Canadian Union of Public Employees, Local 2626.

To be completed by the employee:

Name \_\_\_\_\_

Department of Work \_\_\_\_\_

Based on my job description and my experience to date with the job or based on an approved leave of absence, I believe I may be unable to perform the following duties specified in my job description within the hours specified, as outlined below (please be as specific as possible):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I therefore suggest the following amendments (please specify changes to duties and/or hours):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**To be completed by employee's supervisor**

Name \_\_\_\_\_ Date Received \_\_\_\_\_

Response: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_