

COLLECTIVE AGREEMENT

between

The Canadian Union of Public Employees
Local 4600 (Unit 2)

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

and

Carleton University



September 1, 2022 to August 31, 2025

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TERRITORIAL ACKNOWLEDGEMENT

The Canadian Union of Public Employees Local 4600-Unit 2 and Carleton University acknowledge and respect the Algonquin Anishinaabe, traditional custodians of the land on which the Carleton University campus is situated and where this collective agreement was bargained.

ARTICLE 1 – PURPOSE

- 1.1 The purpose of this Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and Employees represented by the Union and to establish terms and conditions of employment relating to remuneration, hours of work, Employee benefits and working conditions, and to provide a method of settling any differences which may arise between the Parties.

ARTICLE 2 – DEFINITIONS

- 2.1 **Academic department** is used to signify any academic department, school, institute, college or the like responsible for a program of instruction and reporting to a Faculty Board.

Contract Instructor(s) is an Employee hired to teach a course approved for credit by Senate.

Doctoral Student is a student registered in a Ph.D. program at Carleton University.

Employee is a person included in the bargaining unit as defined by the certificate issued by the Ontario Labour Relations Board, dated February 10, 1995, as may be amended from time to time by the Ontario Labour Relations Board or by agreement of the Parties.

Employer is the Board of Governors of Carleton University, the President and Vice-Chancellor, Vice-Presidents, Associate Vice-Presidents, Deans, and, for the purposes of Article 13 (Grievance Procedure), Academic Department Heads.

Parties are the Parties to this Agreement, namely Carleton University and the Union.

Posting is a notice advertising an available Contract Instructor position, as set out in Article 15.

The definition of a **Visiting Scholar**, and the conditions applicable to their appointment as such, are governed by the Visiting Appointments at Carleton University Policy under the responsibility of the Office of the Provost and Vice-President (Academic) and approved by the Academic and Research Committee.

Union is the Canadian Union of Public Employees and its Local 4600, Unit 2.

ARTICLE 3 – RECOGNITION

- 3.1** Pursuant to the certificate issued by the Ontario Labour Relations Board dated the 10th of February 1995, the Employer recognizes the Union as the exclusive bargaining agent of all employees of Carleton University in the City of Ottawa employed as Contract Instructor(s), save and except retired academic staff and professional librarians who, prior to their retirement, had an academic position at Carleton University, and employees in bargaining units for whom any trade Union held bargaining rights as of November 24, 1994.
- 3.2** Employees shall not be required or permitted to make a written or oral agreement with the Employer which conflicts with the terms of this Agreement.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1** Subject to the provisions of this Agreement, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) to maintain order, discipline, and efficiency;
 - (b) to establish and enforce reasonable rules and regulations covering the conduct, duties and methods of operation of the Employees;
 - (c) to hire, retire, direct, assign, classify, transfer, promote, demote, lay-off, and to discipline, suspend, or discharge Employees for just cause;
 - (d) generally, to manage and operate Carleton University.

ARTICLE 5 – TECHNOLOGICAL CHANGE

- 5.1** No Employee shall suffer a reduction of their normal earnings as a result of any technological change introduced during any work assignment.
- 5.2** All required technological training shall be provided by the Employer, who shall pay any costs associated with developing and providing such training.
- 5.3** The Employer agrees that any significant change(s) to method(s) of course delivery or any other aspects of Employees' job duties arising out of technological change shall be brought to the JCAA for meaningful consultation, except where precluded by emergencies.
- 5.4** The Employer shall notify the Union and all affected Employees at least sixty (60) days prior to the implementation of significant change(s) to method(s) of course delivery or any other aspects of their job duties out of technological change, except where precluded by emergencies.

5.5 The information provided in accordance with Article 5.4 shall include, but is not limited to:

- (a) the nature of the technological change;
- (b) the date on which the Employer proposes to implement the technological change; and
- (c) the Employer's assessment of the effects that technological change may be expected to have on the Employees' terms and conditions of employment.

5.6 The Union may request that the JCAA convene a meeting, during the sixty (60) day period described in Article 5.4 with appropriate representatives of the University to provide the Union the opportunity to discuss the issue, including suggestions for minimizing any negative impact to Employees directly affected by the changes.

ARTICLE 6 – HEALTH & SAFETY

6.1 (a) The Employer shall comply with the *Ontario Occupational Health and Safety Act, R.S.O. 1990, c.O.1* as amended from time to time.

- (b) The Parties shall cooperate in establishing rules and practices which promote the safety and health of Employees.

Matters of concern related to the health and safety of Employees may be brought to the JCAA or the Joint Health and Safety Committee (JHSC) for discussion. The Parties recognize the Joint Health and Safety Committee (JHSC) is the appropriate forum for workplace health and safety concerns pursuant to the JHSC terms of reference and the *Occupational Health and Safety Act*.

- (c) No Employee shall be required to act, nor shall any Employee act in the course of their employment, in a manner which constitutes a health or safety hazard.
- (d) No Employee shall be disciplined for refusal to perform work where the Employee has acted in compliance with the *Occupational Health and Safety Act*.
- (e) The Employer shall maintain a Joint Health and Safety Committee in accordance with the *Occupational Health and Safety Act of Ontario*. CUPE 4600 (Unit 2) shall appoint one (1) member of the bargaining unit to the Joint Health and Safety Committee.
- (f) All time spent by a CUPE 4600 (Unit 2) member of the Joint Health and

Safety Committee as is necessary to carry out the member's duties under the *Occupational Health and Safety Act* shall be paid at the regular graduate student hourly rate of pay provided in Article 23.01 in the Teaching Assistant Collective Agreement between Carleton University and CUPE Local 4600 (Unit 1).

- 6.2** The Employer recognizes a responsibility to provide an environment intended to protect the health, safety and security of Employees as they carry out their responsibilities. The Employer shall establish and maintain reasonable measures and procedures for this purpose which shall include training for Employees. In return, individual Employees shall assume an appropriate responsibility to respect and assist in the implementation of rules adopted to protect the health, safety and security of Employees and the Union will so encourage its members to do so.

6.3 Compliance Training

This includes all training (herein after referred to as compliance training) provided by the Employer as mandated by legislation. Compliance training refers to any training mandated by federal or provincial legislation.

Such compliance training currently includes but is not limited to:

- Respect and Safety training;
- Worker Health and Safety Awareness training;
- Accessibility for Ontarians with Disabilities Act (AODA) training;

The Employer reserves the right to amend from time to time, and in accordance with legislative requirements, the above list of compliance training modules. The Union will receive written notification of such amendments at least six (6) weeks prior to their implementation. Where possible the University will endeavor to meaningfully consult with the Union concerning matters related to the development and/or implementation of compliance training.

- 6.4** The Employer will notify the Union of the names of any members of the bargaining unit who are off work as a result of a work-related injury.
- 6.5** The Employer will provide the Employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the WSIB.
- 6.6** The University will provide the Union with a quarterly summary of Form 7s.

ARTICLE 7 – EMPLOYER/UNION RELATIONS

Union Dues

- 7.1 The Employer shall deduct from the monthly pay of all Employees an amount equal to the monthly Union dues as established from time to time by the Union, the structure of which shall not require deductions that are not compatible with the University payroll system, and shall remit such amounts to the office designated by the Union by the 15th day of the following month. The remittance shall be accompanied by a statement listing the name, department and, the home address and telephone number of each Employee and the amount deducted from each Employee.
- 7.2 The Union shall indemnify and save harmless the Employer from any claims which may be made against it by an Employee as a result of the deduction or non-deduction of Union dues.
- 7.3 The Employer shall indicate on each Employee's income tax slip the amount of the deductions under this Article for the preceding calendar year.

Correspondence and Notice

- 7.4 All correspondence between the Parties arising out of this Agreement shall be sent to the designated representative of the Employer and the office of the Union.
- 7.5 Where this Agreement requires written notice to be delivered, delivery through the Employer's internal mail shall be deemed sufficient.

University Facilities

- 7.6 Upon request from the Union, the Employer will provide a furnished office to the Union at the standard rate and in accordance with relevant space guidelines and policies as established from time to time. The Union will be provided with a telephone and high-speed internet connections and will reimburse the University for all associated costs.
- 7.7 The Employer shall allow the Union to make use of the following facilities at the Internal fee which currently exists or which may be established from time to time:
- (a) photocopying and graphic services;
 - (b) internal postal service;
 - (c) audio-visual equipment;
 - (d) computer facilities, for internal use only; and

- (e) 1 bulletin board and space on departmental boards for the posting of official Union notices.

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

7.9 Members holding an executive position in the Union or any elected position on a university committee will be credited 0.5 seniority points per semester that they hold that position.

Information

7.10 The Employer shall provide to the Union such information as is agreed to be necessary for the purposes of collective bargaining or the administration of the Agreement. The Employer shall not be required to compile additional information or statistics if such data are not already compiled in the form requested. The Employer shall also provide to the Union a copy of the Operating Budget Report one month after it is approved at the Board of Governors.

7.11 The Employer shall provide the Union with a list of all courses taught by retired faculty, with their names.

7.12 When a written formal offer of employment is made, the Employer will advise each prospective Employee that this Agreement exists, that it can be found on both the Employer and Union websites, and will provide a brief description of the Union. It is understood that the Union shall supply the Employer with such description. The Employer will provide Employees a link to a document entitled "Highlights of the Collective Agreement". The content of the Highlights document must be agreed by the Joint Committee for the Administration of the Agreement (JCAA). Employees shall be provided with a hard copy of the Collective Agreement upon request.

7.13 Wherever possible, committee meetings shall be scheduled to accommodate the classroom commitments of committee members.

7.14 The Employer agrees to link to both the CUPE 4600 (Unit 2) Collective Agreement and the CUPE 4600 website on the human resources webpage.

7.15 (a) A Contract Instructor hiring processes information session shall be developed to disseminate and educate the Carleton Community as to their commitments and obligations under the CUPE 4600 (Unit 2) Collective Agreement.

(b) The session shall be delivered once per year by representatives from Carleton University and CUPE 4600 (Unit 2). The session shall be delivered at a venue that would ensure maximum attendance by those directly involved in the hiring process.

- (c) Information and data gathered during such sessions shall be used to constructively work towards improvements in our understanding of the operation of the current Collective Agreement.

ARTICLE 8 – JOINT COMMITTEE FOR THE ADMINISTRATION OF THE AGREEMENT (JCAA)

- 8.1** A JCAA composed of four (4) representatives of each Party shall be established within fourteen (14) days of the signing of this Agreement.
- 8.2** The purpose of the JCAA is to provide a forum for discussion of matters pertinent to the operation of the Agreement and other matters of interest to both Parties and to perform such other functions as may be assigned to it by this Agreement or by the Parties to this Agreement.
- 8.3** Any change to a University policy that impacts the working conditions of Contract Instructors shall be brought to the JCAA for meaningful consultation with the Union no later than ten (10) working days from when the intent to enact such change is known to the Employer, except where precluded by emergencies.
- 8.4** The Parties agree that any change contemplated by Carleton University that impacts either the working conditions of Contract Instructors, or the overall teaching environment at Carleton University will be brought to the JCAA for meaningful consultation with the Union prior to being implemented.
- 8.5** The Professional Development Fund shall be a standing agenda item at the JCAA.
- 8.6** Technological change that impacts Contract Instructor working conditions shall be a standing agenda item at the JCAA.
- 8.7** The JCAA shall meet at least once a month. Meetings may be called by either party on five (5) days written notice or by mutual consent. A quorum shall consist of two (2) representatives of each Party.
- 8.8** Minutes of meetings shall be taken, and the responsibility for doing so shall alternate between the Union and Employer. Minutes of all such meetings will be shared between the Parties no later than fifteen (15) business days following the date of the meeting. The minutes so recorded shall be reviewed for approval at the next meeting of the JCAA.
- 8.9** The Parties agree to refer the matter of participation by Contract Instructors in University governance at the levels of the department, faculty, Senate, and Board of Governors to the JCAA.

ARTICLE 9 - ANTI-DISCRIMINATION AND ANTI-HARASSMENT

9.1 The Employer and the Union agree that there shall be no discrimination, harassment, violence, interference, restriction, or coercion exercised or practised with respect to any member of the bargaining unit in any matter concerning working conditions, or the application of the provisions of this Agreement by reason of any of the prohibited grounds listed in the *Ontario Human Rights Code* (age, race, creed, colour, ethnic origin, record of offences, citizenship, ancestry, disability, sex, sexual orientation, gender identity, gender expression, family status or marital status, place of origin), political or religious affiliations or beliefs, or by reason of their non-membership or activity in the Union nor by the Employee's exercise of any right or provision under this Agreement.

The Employer shall not restrict the employment of anyone on the basis of disability, provided that such disability does not interfere with their ability to meet the requirements of the job. Where practicable, attempts shall be made to adjust employment requirements to accommodate the person's disability.

9.2 The Employer and the Union recognize the rights of Employees to work in an environment free from harassment and acknowledge their responsibilities to take all reasonable and appropriate actions to foster such an environment.

Harassment includes, but is not limited to, sexual harassment, gender harassment, racial and ethnic harassment, and personal/workplace harassment whether or not it is based on the prohibited grounds outlined in the *Ontario Human Rights Code*.

Harassment means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

Harassment can be psychological, verbal or physical or it can be a combination of these. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment. It may take the form of excluding an Employee from rights or privileges related to their employment and to which they are otherwise entitled.

The Parties formally recognize their obligations under the *Ontario Occupational Health and Safety Act* and *Ministry of Training, Colleges and Universities Act*, in particular with relation to the prevention of sexual violence and sexual harassment in the workplace. All required training shall be provided and paid for by the Employer, who shall pay any costs associated with developing and providing such training.

9.3 Workplace sexual harassment is defined as:

- engaging in a course of vexatious comment or conduct against a worker in a

workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; or

- making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

9.4 Sexual violence means: any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, and sexual exploitation.

9.5 Harassment does not include:

- (a) Interpersonal conflict or disagreement;
- (b) The proper exercise of management's rights;
- (c) Performance management;
- (d) Operational directives;
- (e) Job assignments; or
- (f) Inadvertent management errors.

9.6 The Employer and the Union recognize the right of individuals to determine their own gender identity. Employees shall not face discrimination or harassment for determining or expressing their gender identity.

9.7 Complaint Process

- (a) The Employer and the Union agree that all Employees of the University are responsible to adhere to the University's policies on human rights as well as those on the prevention of workplace/sexual violence and workplace/sexual harassment.
- (b) Any complaint of harassment may also be grieved using the procedures set out in Article 13 of the Agreement.
- (c) Where the respondent to the complaint is the person who would normally deal with any of the steps of the grievance, the grievance shall automatically be sent forward to the next step.

- (d) A copy of the following documents shall be retained on the University website; in Human Resources; and in the Union Office:
- Carleton University's Human Rights Policies and Procedures (including such Discrimination and Harassment Policies as the Sexual Harassment Prevention Policy at Part IV s.4);
 - Carleton's Workplace Harassment Prevention Policy;
 - Carleton's Workplace Harassment Prevention Program;
 - Carleton's Workplace Violence Prevention Policy;
 - Carleton's Workplace Violence Prevention Program;
 - Carleton's Environmental Health and Safety Policy;
 - Carleton's Sexual Violence Policy.
- (e) The Employer will ensure that the above documents are provided electronically to the Union Office.
- (f) All matters arising from this Article will be administered in accordance with the University's Sexual Violence Policy, as amended from time to time; the University's Access to Information and Privacy Policy, as amended from time to time, and the *Freedom of Information and Protection of Privacy Act* (FIPPA).
- 9.8** (a) If an Employee, supported by the Union, chooses not to pursue a complaint through Carleton University's Sexual Violence Policy and instead seeks an informal resolution with the respondent, the Employer will, where possible, facilitate this process in cooperation with the Union.
- The Parties agree that some circumstances involving allegations of discrimination or harassment warrant separation of the complainant and alleged harasser. The complainant may request such a separation in accordance with the appropriate policy listed in Article 9.7 (d).
- (b) Employees are entitled to Domestic or Sexual Violence Leave in accordance with the *Employment Standards Act, 2000, S.O. 2000, c.41* as amended from time to time. Such leaves will be granted without regard to the statutory 13-week service requirement.

9.9 Whistleblower Protection

There shall be no retaliation or threat of retaliation against an Employee who, in good faith and on the basis of a reasonable belief, reports wrongdoing by any member of the campus community or who gives information or evidence in relation to the reported wrongdoing. The filing of frivolous, vexatious and or malicious complaints shall constitute grounds for discipline.

ARTICLE 10 – ACADEMIC FREEDOM

- 10.1** The Parties agree neither to infringe nor abridge the academic freedom of the members. Academic freedom is the right of reasonable exercise of civil liberties and responsibilities in an academic setting. As such it protects each member's freedom to disseminate their opinion both inside and outside the classroom, to practice their profession as a teacher and scholar, to carry out such scholarly and teaching activities as they believe will contribute to and disseminate knowledge, and to express and disseminate the results of their scholarly activities in a reasonable manner, to select, acquire, disseminate, and use documents in the exercise of their professional responsibilities, without interference from the Employer, its agents, or any outside bodies. All the above-mentioned activities are to be conducted with due and proper regard for the academic freedom of others and without contravening the provisions of this agreement. Academic freedom does not require neutrality on the part of the member, but rather makes commitment possible. However, academic freedom does not confer legal immunity, nor does it diminish the obligations of members to meet their duties and responsibilities.
- 10.2** If a bargaining unit member asks that some of their own books be placed on library reserve, the Employer cannot reject them based on moral, religious or political values.
- 10.3** Notwithstanding any other provisions of Article 10, the Employer reserves the right to specify what textbooks are to be used in order to conform to published course descriptions, to match parallel sections of a course, to meet prerequisites required for other courses or to meet academic objectives of the academic unit.
- 10.4** The Parties recognize that the common good of society depends upon the free and open exchange of ideas. The prime role of Employees shall be to disseminate knowledge and understanding through teaching. Employees are not required to engage in scholarly activities other than as necessary for the performance of their teaching duties.
- 10.5** All Employees shall have the following rights and responsibilities:
- (a) Subject to the provisions of this Article, Employees shall have the right and responsibility to organize and structure classroom and laboratory activities

within the limits set by curriculum requirements and available facilities and to adopt reasonable means to maintain a learning environment which is both productive and orderly.

- (b) Employees shall teach conscientiously and competently the course(s) assigned to them, in accordance with course outlines which may be provided by their department.
- (c) Employees shall work in cooperation with course coordinators.
- (d) Employees shall deal ethically and fairly with students, foster a free exchange of ideas, not allow or perpetuate discrimination and harassment, respect the principles of confidentiality in a manner consistent with their instructional role, and provide their students with information in the course outline regarding their instructional and evaluation methods.
- (e) Employees shall be conscientious in the preparation and organization of subject matter and in the revision of that subject matter to reflect changes in the field, in accordance with appropriate departmental guidance.
- (f) Employees shall not normally miss, cancel or terminate scheduled instruction except in the case of sudden illness or emergency and even in such cases shall make every effort to have their chairperson and students notified. In other circumstances, subject to the approval of the chairperson, arrangements for re-scheduling or for a substitute must be made in advance of missing scheduled instruction. Instruction missed shall be re-scheduled, if possible, with adequate notice to the students. When an unauthorized absence occurs, the Employer shall invite the Employee to a meeting for the purpose of providing the Employee an opportunity to explain the reason(s) for the absence. The Union shall be informed of the meeting at least three (3) working days prior to its being held and the Employee shall be told of their right to have Union representation at the meeting. If as a result of the meeting, the Employer determines that an unauthorized absence occurred without a sudden illness, emergency, reasonable cause, or other mitigating factors, the Employer may, in its reasonable discretion, impose disciplinary measures up to and including termination of the course contract. Where termination is imposed, the associated seniority points shall not be awarded.
- (g) Employees shall comply with established procedures and deadlines for providing course outlines and for reporting and reviewing the grades of their students, and with other reasonable procedures and deadlines as may be necessary for the well-ordered operation of the University. This may include responsibilities for academic counseling, assisting in supervision of their course examinations, and setting and grading deferred examinations as required. Apart from deferred examinations and minor administrative tasks, Employees will not be required to perform teaching related duties outside the

periods of employment specified in their contracts.

- (h) Employees shall inform the students and department of the times when and/or the methods by which they will normally be available for consultation. The times and/or methods shall be such as are likely to be convenient for the students and adequate for the numbers of students involved.

10.6 The Employer acknowledges a continuing responsibility to maintain a climate in which the teaching functions of Employees may be effectively carried out and undertakes to provide Employees with reasonable opportunity to carry out their responsibilities effectively.

10.7 Every Employee may indicate that they are employed by Carleton University as a Contract Instructor in their curriculum vitae, resumes, websites, and other social media, so long as they do not purport to represent the Employer or to speak on the Employer's behalf unless specifically authorized to do so.

10.8 Intellectual Property

- (a) The Contract Instructor will own all intellectual property rights with respect to original work produced by the Contract Instructor for their assigned course(s), except:
 - (i) where there is a mutually agreed upon contract to the contrary between the Contract Instructor and the University or the University and a third party, which assigns the ownership rights of the intellectual property to the University or the third party; or
 - (ii) where the University has contributed assistance in the creation or development of the intellectual property, whether by way of funds, resources, facilities and/or support, or technical personnel employed by the University beyond that which is normally provided for the performance of their job duties as a Contract Instructor at the University. In such cases, the Contract Instructor shall share joint ownership rights of the intellectual property with the University. Neither Party may sell, transfer, dispose of, destroy, or exclusively licence any jointly owned intellectual property rights without the written agreement of the other Party. The absence of a written agreement shall not otherwise deprive either Party of its rights as a joint owner of the intellectual property.
- (b) Each Contract Instructor hereby grants, or shall cause to be granted, to the University a non-exclusive, royalty-free, non-transferable license without restrictions as to territory to use any work created in the course of the Contract Instructor's employment for non-commercial administrative purposes for a minimum of a five-year period after the Contract Instructor's

last date of employment. A Contract Instructor may then give notice to terminate their license to the University for use of a particular work owned by them upon six months advance written notice to the appropriate faculty Dean. The University may only use a Contract Instructor's intellectual property for teaching purposes in the event of that Contract Instructor's unplanned absence or unavailability, and only for a period of time reasonably necessary to ensure academic continuity with respect to the course(s) affected by the Contract Instructor's unplanned absence or unavailability. The University will credit the Contract Instructor as an author or creator of such work where reasonable and appropriate, unless the Contract Instructor requests in writing not to be associated with the work.

- (c) No Contract Instructor shall claim any copyright in any work produced pursuant to assessments, grading, reports, correspondence, or feedback to the University.
- (d) No Contract Instructor shall claim copyright in any works, or any modifications, adaptations, edits, additions, or corrections made to any work provided to the Contract Instructor to assist them in carrying out their duties, including, but not limited to, a laboratory manual or works designed to assist in the day-to-day administration, operation, and/or management of the University's affairs.
- (e) Nothing in this Article shall limit or abrogate the right of the University and a Contract Instructor to enter into a separate agreement for the creation of intellectual property in exchange for payment or other consideration.

ARTICLE 11 – DISCIPLINE AND DISCHARGE

- 11.1** The Employer shall not discipline, suspend or discharge an Employee without just and proper cause. Disciplinary action shall be reasonable and shall be demonstrably proportionate to the seriousness of the specific violation. Where the Employer cancels a course at any time prior to the third scheduled class because of insufficient enrolment, the position is thereby terminated, and such termination does not contravene this Article. In any grievance over disciplinary action, the burden of proof of just cause lies with the Employer.
- 11.2** The Dean shall be responsible for administering discipline in accordance with the provisions of this Article.
- 11.3** An Employee shall have the right to have a Union representative present, at any meeting between the representative of the Employer and the Employee called expressly to discuss or impose discipline or discharge. The Employer will inform the Employee of this right prior to any disciplinary meeting. If an Employee chooses not to exercise this right, the Employee's decision shall be communicated to the Union

by the Employer and shall copy the member on the communication. An Indigenous Employee may elect to have an Indigenous Elder or Knowledge Keeper present at the meeting as a silent support person. The Employee shall be responsible for making all arrangements for such support.

- 11.4** Where a meeting concerning discipline is to be called, the Employer shall normally notify the Employee, in writing, at least two (2) working days prior to the meeting about the purpose of the meeting, the allegations to be discussed, the time and location of the meeting, that a representative of the Union, if readily available, may attend the meeting, should the Employee so choose.
- 11.5** When an Employee is suspended or discharged, the suspension or discharge shall be confirmed in writing to the Employee with a copy to the Union stating the reasons for the discipline, within three (3) working days following the date on which the decision to implement a suspension or discharge was made. A copy of any written reprimand shall set out the reasons for the reprimand and shall also be provided to the Union within three (3) working days following the date on which the decision to issue the reprimand was made.
- 11.6** An Employee who has been suspended or discharged may, with the support of the Union, present a grievance directly at Step 2 of the grievance procedure within ten (10) working days of receipt of written notice of suspension or discharge.
- 11.7** Any informal discussion (such as coaching, advice, or recommendations for performance improvement) shall not be considered discipline.

11.8 Progressive Discipline

Disciplinary action shall normally be taken in accordance with the principles of progressive discipline, and be reasonable and commensurate with the seriousness of the violation.

A written disciplinary warning shall normally precede more serious disciplinary action (such as a suspension or discharge), except in the case of serious misconduct as determined by the Employer. If applicable, any written disciplinary warning, shall include a description of the improvement required and identify a reasonable time in which the Employee must demonstrate the required sustained improvement in the area of concern.

Prior to the imposition of any discipline, the Employer has the right to impose a non-disciplinary suspension with pay during the period of an investigation of a matter or until the end of the current appointment, whichever comes first.

- 11.9** All matters arising from this Article will be administered in accordance with the University's Access to Information and Privacy Policy, as amended from time to time, and the *Freedom of Information and Protection of Privacy Act (FIPPA)*.

11.10 Where the Employer adopts or implements any discipline policy with respect to the members of the Bargaining Unit, copies of this policy shall be available in the departmental offices and be provided to the Union.

ARTICLE 12 – CONFIDENTIALITY & ACCESS TO PERSONNEL FILES

12.1 The Parties agree that this Article is intended to be consistent with the University's Policy on Privacy and Freedom of Information.

- 12.2** (a) An Employee shall have the right to examine the contents of the Employee's personnel file(s) during normal business hours, with the exception of confidential letters of reference. The Employee may request and the Employer shall provide the names of authors of such confidential letters.
- (b) Except for confidential letters of reference and student teaching evaluations, no material on the Employee's file related to the Employee's performance shall be used in a hiring decision unless the Employee has been notified that it has been placed on the file.

12.3 An Employee shall have the right to have the Employer prepare, at reasonable intervals, a copy of the non-confidential items in the Employee's personnel file(s), at no cost to the Employee.

12.4 Disciplinary Documents

- (a) Subject to Article 12.5, where a letter imposing discipline, or other disciplinary documents, or both is being added to an Employee's file, the Employee must, where possible, be notified and asked to initial any documents relating to the disciplinary action.
- (b) In the event of alleged distortion or error, the Employee may request the inclusion of material pertinent to the alleged distortion or error. In the event of an error being established, the file shall be corrected and any erroneous material removed.
- (c) Provided that there has been no subsequent disciplinary action taken against the Employee, all documents relating to a disciplinary action shall be removed from an Employee's file:
- (i) eighteen (18) months from the date the disciplinary action was recorded in the file; or
 - (ii) where the Employee has taught the equivalent of one (1) full credit, whichever occurs first.

12.5 Student Comment and Employee File

Where the Employer places a signed student comment on an Employee's file,

- (a) the student's name shall only be disclosed with the student's consent;
- (b) the Employee shall be notified in writing of the substance of the comment to the extent possible without disclosing the identity of the student;
- (c) the Employee shall be given an opportunity to place a comment or rebuttal on the file;
- (d) the material may not be used in a disciplinary action unless the student's name is disclosed to the Employee;
- (e) if the student's name is disclosed after final grade reports, the Employee shall be given a further opportunity to place a comment or rebuttal on the file,
- (f) if the student's name is not disclosed to the Employee, the comment, along with the Employee's comment or rebuttal, shall be removed from the Employee's file, following completion of final grade reports; and
- (g) compliments and letters of thanks shall be retained in accordance with the University's Records Retention Schedule.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 Definition

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement. The Union has carriage of the grievance. In order to file a grievance, an Employee must have the approval of and be represented by the Union.

13.2 Union Representation

The Employer acknowledges the rights and duties of the Union Stewards and representatives to assist Employees in presenting their grievances in accordance with the procedure. The Employer will recognize stewards designated by the Union, provided that the Union has notified the Employer in writing of the name of each steward, including the Chief Steward. Stewards shall be Employees of the Employer.

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

13.3 Complaint Stage

An Employee who feels aggrieved shall attempt to resolve the matter informally with their department head. Subject to Article 9.7(c) an Employee Grievance shall not be considered at Step 1 or higher unless it includes evidence of an attempt to resolve the matter at the complaint stage.

13.4 Types of Grievance

Employee Grievances

An Employee Grievance is a claim by an Employee, who is solely affected, that the terms and conditions of this Agreement have been violated, misapplied, or misinterpreted.

Group Grievances

Any dispute affecting a group of Employees which is taken up on their behalf by the Union constitutes a group grievance. A group grievance may be presented directly at Step 1 within twenty (20) working days of the date when the circumstances giving rise to the grievance could reasonably have become known by the Employees.

Union Grievances

A grievance arising directly between the Union and the Employer, which could not form the subject of an individual or group grievance, may be presented as a Union Grievance directly at Step 2 within twenty (20) working days of the date when the circumstances giving rise to the grievance could reasonably have become known by the Union.

- 13.5** (a) The Employer acknowledges the right of a representative of the Union to be present at all complaint and grievance meetings.
- (b) In all cases, a written response at each step shall be delivered to the Union.

13.6 Step 1

An Employee and Union representative may present a grievance in writing to the department head or their designate within twenty (20) working days of the date when the circumstances giving rise to the grievance could reasonably have become known to the Employee. The department head or their designate shall sign and date

the form and shall return a copy to the grievor. A copy shall be forwarded to the Director, Labour Relations (Academic).

A grievance resolution meeting shall take place within twenty (20) working days of the Employer's receipt of the grievance.

The grievance shall be answered in writing within eleven (11) working days of the grievance resolution meeting.

Step 2

If the Employee is not satisfied with the response at Step 1, they and the Union representative may, not later than ten (10) working days after receipt of the decision, or if no decision was received, not later than ten (10) working days after the last day on which they were entitled to receive a decision, transmit the grievance, along with the Step 1 decision, if any, to the appropriate Dean or their designate, with a copy to the Director, Labour Relations (Academic).

A grievance resolution meeting shall take place within twenty (20) working days of the Employer's receipt of the grievance.

The grievance shall be answered in writing within eleven (11) working days of the grievance resolution meeting.

If the grievance is not resolved, the Union may refer the grievance to arbitration.

13.7 Time Limits

The time limits stipulated in the procedure may be extended by agreement between the Employer representative, and the Union representative. In exceptional circumstances, the Union may apply to the Director, Labour Relations (Academic) for expedited processing of a grievance. If the Employer consents, or if the Employer does not respond in a reasonable amount of time at the other steps, the grievance may be presented directly at Step 2.

Where an Employee pursues a remedy under a Carleton University policy and procedure concerning sexual harassment and/or sexual violence, the time limits in this Article shall be held in abeyance. Any member who has experienced workplace sexual harassment and/or sexual violence shall have one (1) year from the date that the incident or situation occurred to initiate a grievance.

For purposes of greater clarity, any Employee who proceeds first in accordance with University policies ("Policy") related to sexual harassment and/or sexual violence does so without prejudice to all grievance protections under this Collective Agreement.

An Employee shall be free to present a grievance at any time during the policy process (save and except where the Employee has agreed to a mediated binding settlement). Further, where the process has completed, an Employee who is dissatisfied with the outcome of the Policy process shall have twenty (20) working days from the date the Employee is advised of the conclusion/results of the Policy process to initiate a grievance as per the regular grievance process.

13.8 Binding Decisions

The Parties shall be bound by and shall promptly implement all decisions arrived at under the procedures described in this Article.

13.9 Withdrawal of Grievances

The withdrawal of a grievance by the Union at any step prior to the Union's referral to arbitration shall be without prejudice to grievances on similar matters provided the Union notifies the Employer in writing of its decision to withdraw the grievance without prejudice.

13.10 Mediation

The Parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding Step two (2) above the Parties may, on mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the referral to arbitration. The Parties will share equally the fees and expenses, if any, of the mediator.

ARTICLE 14 – ARBITRATION

14.1 Either of the Parties may, within ten (10) working days after the grievance procedure under Article 13 has been exhausted, notify the other Party in writing of its desire to submit the grievance to arbitration. In the event the Parties are unable to agree on the appointment of an arbitrator within forty-five (45) calendar days following the referral of a grievance to arbitration, either Party may request that the Ministry of Labour appoint an arbitrator in accordance with the provisions of Section 49(4) of the *Ontario Labour Relations Act*. The arbitrator shall hear and determine the grievance and shall issue a decision that is final and binding upon the Parties and upon any Employee affected by it.

14.2 The arbitrator shall have no authority to add to, subtract from, change, alter, or ignore in any way the provisions of this Agreement or any expressly written amendment or supplement thereto, or to extend its duration, or to make an award that has such effect unless the Parties have expressly agreed, in writing, to give it specific authority to do so.

- 14.3** Where the grievance concerns discharge, suspension, or disciplinary action, the arbitrator has the authority to reinstate an Employee with or without compensation for wages and any other benefits lost, or to make any other award it may deem just and reasonable that is consistent with the terms of this Agreement.
- 14.4** Each Party shall bear the expenses of its representatives, participants, and witnesses, and of the preparation and presentation of its own case. The fees and expenses of the arbitrator, the hearing room, and any other expenses incidental to the arbitration hearing shall be borne equally by the Parties. The Parties agree to use University facilities whenever possible.
- 14.5** Time limits set out in this Article may be extended by agreement, in writing, between the Parties.
- 14.6** No grievance shall be deemed to be lost due to minor technical irregularities.

ARTICLE 15 – POSTINGS AND APPLICATIONS

- 15.1** Except as provided in Article 17 and Article 16, all positions shall be advertised, and applications solicited in accordance with this Article.
- 15.2** (a) The Employer shall establish, maintain, and regularly update a centralized web page with links to departmental Contract Instructor job postings.
- (b) Departments that anticipate offering courses to Contract Instructors in the following term(s) shall post a notice on the departmental website, and send an electronic copy to the Union, listing such courses and inviting applications, in writing, for specific courses. Postings must be sent to the Union within five (5) business days.
- (c) Departments that anticipate hiring Contract Instructors shall post their notices and send a copy to the Union by May 1st (or next contiguous working day) for courses being offered for the following fall and winter and by December 15th (or next contiguous working day) for courses being offered in the summer.
- (d) If no courses are available by these deadlines, the department shall post a notice, with a copy sent to the Union, indicating whether it will not hire Contract Instructors in the following term(s), or whether the posting is simply delayed. A timeline for posting may be included if known.
- (e) Except for needs that arise within ten (10) weeks of the start of classes (Article 16.9), courses that become available after May 1st (or next contiguous working day) and December 15th (or next contiguous working day) deadlines must be posted as quickly as possible, and an electronic copy

provided to the Union within five (5) business days. Additionally, if contact information is available, departments shall make an effort to notify members on the departmental distribution list of the added postings.

- (f) Notices shall be posted for at least twenty-one (21) calendar days on websites, with a copy given to the Union. Each notice shall include:
 - (i) the course number, title, and description;
 - (ii) the designated modality, anticipated TA support, and anticipated enrolment;
 - (iii) the qualifications required for the position;
 - (iv) the deadline and procedure for application; and
 - (v) a footer containing the following:

A note to all applicants: As per Articles 16.3 and 16.4 in the CUPE 4600 (Unit 2) Collective Agreement, the posted vacancies listed above are first offered to applicants meeting the incumbency criterion. A link to the current CUPE 4600 (Unit 2) Collective Agreement can be found at the Academic Staff Agreements webpage on the Carleton University website.

- (g) In order to ensure that seniority points are awarded as outlined in Article 17.6, the courses assigned under Article 17 must be posted as a separate heading on the course postings. The posting will contain a notice stating that the following courses have been assigned to doctoral students, postdoctoral fellows, or visiting scholars, and therefore are not open for applications. The department will contact the most senior incumbent to review their rights under Article 17.6 of the CUPE 4600 (Unit 2) Collective Agreement.

- 15.3**
- (a) All applicants must apply to the Academic Department Head in writing and in relation to each course for which they wish to be considered. All applications must include an up-to-date CV, including a complete listing of all courses taught within the CUPE 4600 (Unit 2) bargaining unit at Carleton University. Applicants shall not be required to submit more than one (1) CV to each department. Other required documents must be relevant to judge qualifications and should not require applicants to provide details as to how they would shape or teach the course.
 - (b) When applying to classes for which they have incumbency, applicants shall not be required to (re)submit documentation beyond their updated CV.

- 15.4** The Employer shall endeavour to make offers of employment sufficiently in advance of the commencement of the course to provide adequate time for preparation. Where practicable, offers shall be made at least nine (9) weeks prior to the first scheduled class. An offer of employment is not valid unless it is signed by the Academic Department Head and the Dean. It becomes a contract when it is then signed by the Employee.
- 15.5** Applicants shall reply electronically within seven (7) calendar days of receipt of an offer of employment.

ARTICLE 16 – HIRING, INCUMBENCY & SENIORITY

Hiring Process

- 16.1** Except as provided in Article 17, all positions shall be filled in accordance with this Article.
- 16.2** (a) Department heads wishing to offer teaching to doctoral students or postdoctoral fellows must first contact the Dean to ascertain their allocation of such positions within the Faculty's limit of seventeen percent (17%) (see Article 17.2).
- (b) Hiring of doctoral students and postdoctoral fellows under the provisions of Article 17, and of Visiting Scholars under the provisions of Article 16.3 (f), will be undertaken before Article 16.3 (d).
- 16.3** (a) Where a vacancy is posted and an applicant meets the incumbency criterion in Article 16.4 (a), the course shall be offered to the incumbent.
- (b) Where two (2) or more applicants have incumbency rights under Article 16.4 (a) and (b), the more senior Employee shall be offered the course.
- (c) Where there are no incumbents, the Employer shall consider qualified members with seniority as outlined in Article 16.5 provided they have applied to that course in accordance with Article 15.3, before non-members. For the purposes of this Article, qualifications shall mean a candidate's academic and professional qualifications and skills, teaching competence and other relevant experience. When there are two (2) or more qualified members and the qualifications of the candidates are relatively equal, the candidate with the greatest seniority shall be appointed. In the event that two or more qualified members hold relatively equal qualifications, and the members hold an equal number of seniority points, the Academic Department Head shall appoint a candidate.

- (d) Employees shall be contacted indicating all of the courses for which they are the most senior incumbent and/or qualified member with the most seniority. If the course has multiple sections, the most senior incumbent should be offered all sections. If the number of courses offered is over the allowed limit of two (2) credits in the fall/winter terms or will put an Employee over the three (3) credit limit for the academic year, the Employee shall be asked to choose which courses and sections they will teach.
- (e) Where there are no incumbents or qualified members with seniority rights willing to teach the course, the hiring is open to outside applicants. The best available candidate shall be appointed, taking into account the candidates' academic and professional qualifications, skill, teaching competence and other relevant experience.
- (f) Where a person who has been appointed as a Visiting Scholar is available to teach a course, the Employer may offer the position to that person without a competition. The Employer will advise the Union when a course is assigned pursuant to this Article. Where a Visiting Scholar is assigned to a course for which at least one (1) Employee has incumbency and is displaced by such an appointment, the Employee who is the most senior incumbent shall be offered another available position for which they are qualified and most senior. If no such position is available, the Employee will be credited with seniority for that course.

Incumbency

- 16.4**
- (a) Where an applicant is a member of the bargaining unit and has previously taught the course for which they are applying or an equivalent course within the last sixty (60) months, provided their teaching performance in the course is satisfactory in accordance with Article 18 (Student Experience Questionnaire and Contract Instructor Teaching Performance), the course must be offered to the Employee in writing. An Employee shall not be disqualified from such employment until all steps outlined in Article 18.2 are fulfilled. The Employer may refuse to offer the position to the Employee where such refusal is part of a disciplinary action subject to the provisions of Article 11 (Discipline and Discharge).
 - (b) Where a member's first teaching evaluation is still forthcoming, the Department Head shall treat a candidate as an incumbent.
 - (c) Where two (2) or more incumbents have taught the course or an equivalent course within the last sixty (60) months, the Employee with the greatest seniority shall be appointed.

Seniority

- 16.5** For the purposes of this Article, seniority means the number of full course equivalents that the candidate has taught as a Contract Instructor at the University since September 1, 1994. Seniority ceases if the Employee has not worked as a Contract Instructor for twenty-four (24) months. This period shall be extended by any period for which the Employee was on approved leave under this Agreement, served on the Executive Board of the Union or was employed as a full time Academic staff member at Carleton.
- 16.6** Where a current Employee is applying for a position for a subsequent term, they shall, for the purposes of that application, be credited with seniority for the current term.
- 16.7** Seniority must be considered at the time of hiring, not at the time of course commencement. For example, where an Employee applies for a course that starts on January 1, 2013 and the Employee's seniority ceases on December 31, 2012, the Employee's seniority points must be considered in the hiring decision.
- 16.8** The Employer shall provide the Union with a seniority list of all bargaining unit members. The seniority list will be posted on the University website, and shall be updated each term by the end of the second month of the following term. The Employer and the Union shall notify the members of the existence of the list on the website. Ensuring the accuracy of individual seniority points as included in the posted seniority list is the purview and responsibility of each Employee. Where seniority has ceased as per Article 16.5, and an Employee has not worked as a Contract Instructor for thirty-six (36) months or longer, their name shall be removed from the seniority list.

Need within Ten (10) Weeks of the Start of Classes

- 16.9** (a) Where the need for a Contract Instructor position arises within ten (10) weeks of the first day of classes, the Employer may fill the position without re-posting the course in accordance with Article 15.2. Notice of this practice shall be given to the Union within one (1) week of the decision to use the clause.
- (b) In such cases, the Employer shall offer the course to the most senior incumbent. If the most senior incumbent is unavailable, then the Employer shall offer the course to the next most senior incumbent pursuant to the seniority list (see 16.8) until the pool of incumbents in the course is exhausted.
- (c) Where there are no incumbents, the Employer shall consider qualified members with seniority as outlined in 16.5 before non-members. For the purposes of this Article, qualifications shall mean a candidate's academic and professional qualifications and skills, teaching competence, and other relevant experience. Where there are two (2) or more qualified members and the

qualifications of the candidates are relatively equal, the candidate with the greatest seniority shall be appointed.

- (d) Where there are no incumbents or qualified members with seniority, the Employer may fill the position without re-posting and without a competition.
 - (e) If an applicant is offered a course under this Article, they shall reply electronically within five (5) calendar days of receipt of an offer of employment.
- 16.10** Where a person has designed a new course not previously listed in the Calendar, the Employer shall offer the position to that person without a competition the first time the course is to be given. Where the course is not offered in the first year after it is designed, the department and the Employee shall agree on suitable compensation for the design work. If they cannot agree, the matter shall be referred to JCAA. Any such agreements shall be without prejudice and shall not establish a precedent.
- 16.11** The Employer shall advise the Union of any positions filled without a competition pursuant to this Article.
- 16.12** Each department shall post a list of all Contract Instructors of record in the department.
- 16.13** Human Resources shall develop a list of all Contract Instructors per course, along with a list that indicates whether the Contract Instructor was hired due to incumbency, incumbency with the most seniority, seniority, an Article 17 appointment, a Visiting Scholar (Instructor) appointment or open competition. Any questions or concerns regarding the generation of this list will be dealt with at JCAA. These lists will be sent to CUPE 4600 (Unit 2) on a monthly basis.

ARTICLE 17 – APPOINTMENTS OF DOCTORAL STUDENTS AND POSTDOCTORAL FELLOWS

- 17.1** At its discretion, the Employer may offer Contract Instructor(s) duties to registered doctoral students, and postdoctoral fellows without competition, subject to the following provisions.
- 17.2** The total number of credits taught by doctoral students and postdoctoral fellows under this Article shall not exceed seventeen percent (17%) of all credits taught by Contract Instructors in each Faculty in the preceding year.
- 17.3** An Employee who has been assigned Contract Instructor(s) duties pursuant to this Article will accrue seniority in accordance with Article 16; however, such seniority cannot be used until after the Employee has won a position pursuant to Article 16.

- 17.4** No doctoral student or postdoctoral fellow may be assigned more than a lifetime maximum of two (2) credits (or equivalent) under this Article.
- 17.5** Once a position has been posted for open competition, no appointment shall be made pursuant to Article 17.
- 17.6** Where a doctoral student or postdoctoral fellow is assigned to a course for which at least one (1) Employee has incumbency, the Employee who is the most senior incumbent shall be offered another available position for which they are qualified and most senior. If no such position is available, the Employee will be credited with seniority for the course.
- 17.7** Displacement of Employees who have incumbency shall not exceed one and one-half (1.5) full courses (or equivalent) in any one (1) department in any year.
- 17.8** The Employer shall report to the Union the name of the student Contract Instructor or postdoctoral fellow and the course taught for any course that is assigned to a doctoral student or postdoctoral fellow pursuant to this Article. The Employer shall maintain a record of the number of courses taught by each doctoral student, or postdoctoral fellow pursuant to this Article.
- 17.9** Where a person who has been appointed as a visiting scholar has previously been employed as a Contract Instructor under this Agreement, their hiring will be governed by Article 16 unless there is demonstrable evidence of an employment change leading to the visiting scholar appointment.
- 17.10** Every doctoral student appointed under this Article shall be notified in writing that, should they wish a leave from duties from their existing teaching assistant assignment, they must fill out a leave from duties form, subject to the applicable terms of the Agreement between the Employer and CUPE 4600 (Unit 1).

ARTICLE 18 – STUDENT EXPERIENCE QUESTIONNAIRE AND CONTRACT INSTRUCTOR TEACHING PERFORMANCE

- 18.1** (a) Recognizing that the establishment of a high-quality classroom learning environment is beneficial to both Parties to this Agreement, the Student Experience Questionnaire (SEQ) shall be conducted in all classes having enrolments of five (5) or more students.
- (b) The instrument(s) used, and the information required shall be determined by the Employer.
- (c) In accordance with Article 8.3, any change to teaching evaluation instruments or teaching evaluation processes or both contemplated by Carleton University

which may impact CUPE 4600 (Unit 2) Employees will be brought to the JCAA for meaningful consultation with the Union prior to being implemented.

- 18.2** (a) The SEQ score in any course shall be determined by the Instructor score reported in Average Column on the Retrospective Teaching Evaluation Report produced by the Office of Institutional Research and Planning (OIRP), or the Instructor score reported in the Average column on the Retrospective Teaching Evaluation Report, whichever is higher.

The response rate in any course shall be determined by dividing the number reported in the “number of respondents” (# Resp) column by the number reported in the “enrolment” (Enrl.) column on the Retrospective Teaching Evaluation Report produced by the OIRP.

Where the response rate in any course falls below fifteen percent (15%), the SEQ score for that course shall be deemed anomalous and no further action will be required.

- (b) Any assessment of teaching performance will be based on the Employee’s performance in a specific course.
- (c) When assessing the teaching performance of individual Employees, the Academic Department Head may consider the following factors of each individual course: course outline, student assessment strategies, SEQ scores, adherence to applicable deadlines and University regulation, responsiveness to student inquiries, and other relevant factors.

Data gathered electronically via any digital program or platform (e.g., learning management system, web conferencing tools) shall not be considered when evaluating teaching performance without written notification to the Employee at least forty-eight (48) hours in advance. When an Academic Department Head intends to use electronic data in an assessment of teaching performance, the Contract Instructor shall be advised in writing in advance and shall be provided with an opportunity to respond to the data.

Electronic data shall be gathered in accordance with the University’s *Policy on Electronic Monitoring* (as amended from time to time).

- (i) When the Academic Department Head determines that there is a need to discuss the teaching performance of an Employee in a particular course, the Academic Department Head will convene a meeting with that Employee. The Employee may be accompanied by a Union representative at this meeting. An Indigenous Employee may elect to have an Indigenous Elder or Knowledge Keeper present at the meeting as a silent support person. The Employee shall be

responsible for making all arrangements for such support. At this meeting, the Academic Department Head and the Employee will discuss the latter's teaching performance and strategies to address any issues identified.

- (ii) If within a period of four (4) years, the Academic Department Head determines that there is again a need to discuss the teaching performance of a given Employee, the Academic Department Head will convene a meeting with that Employee. The Academic Department Head will advise the Employee of their right to Union representation at this meeting. An Indigenous Employee may elect to have an Indigenous Elder or Knowledge Keeper present at the meeting as a silent support person. The Employee shall be responsible for making all arrangements for such support. This meeting will give the Employee an opportunity to provide additional information they deem relevant to their teaching performance.

After this meeting, the Academic Department Head shall notify the Employee whether or not an action plan is warranted. When an action plan is warranted and such a plan has not been developed for that Employee within the past four (4) years, an action plan shall be developed by the Academic Department Head in consultation with the Employee. The Academic Department Head may require that support be put in place to assist the Employee. Such support may include advice and assistance from Teaching and Learning Services at no cost to the Employee.

The Academic Department Head may also require that a peer evaluation be undertaken as part of the action plan. If a member of the CUPE 4600 (Unit 2) bargaining unit is requested to undertake this peer evaluation, and agrees to do so, an honorarium of two hundred fifty dollars (\$250) will be paid to that person.

The action plan must be in writing and signed by the Academic Department Head who shall ask the Employee to sign the action plan as well. A copy of the signed action plan will be sent to CUPE 4600 within two (2) working days.

It is the responsibility of the Employee to provide evidence to the Academic Department Head that they have satisfactorily completed the action plan. All instances in which an Employee fails to fulfill an action plan will be referred to the Dean and addressed in accordance with the application provisions of the Collective Agreement.

- (iii) If within a period of four (4) years of an action plan having been developed, an Academic department head decides that an action plan

is again warranted in the same course for the same Employee, the matter will be referred directly to the Dean.

- 18.3** The data from all courses taught by Contract Instructors shall be compiled as an overall summary, and by subject and Faculty. These data shall be transmitted to the Union by November 15 for the Summer term, by March 15 for the Fall term, and by July 15 for the Winter term.
- 18.4** Each term (Fall, Winter, Summer), OIRP will request that Employees who are teaching courses that are designated as in-person by the University identify their evaluation format preference (either paper copies distributed in class or electronic). If an Employee does not respond, an online evaluation will be undertaken. If a class is hybrid (e.g., in-person and online) or online only, the evaluation format shall be electronic.

ARTICLE 19 – WORKING CONDITIONS

- 19.1** (a) To the extent that departmental resources permit, and as are required for the performance of their duties, departments shall provide Employees with:
- (i) appropriate space and use of other facilities, services and equipment;
 - (ii) library, computing and audio-visual facilities;
 - (iii) allocation of classrooms equipped with computer, audio visual and multimedia equipment;
 - (iv) office supplies, and access to e-mail, printing, photocopying, and mail services;
 - (v) and a telephone with voicemail to conduct University business and a listing in the electronic information directory.
- (b) To the extent possible, a Contract Instructor shall not be required to share an office with a Teaching Assistant.
- (c) Upon proof of having been hired for a course(s) in the upcoming Academic Year, Employees or prospective Employees shall have access to library, computing and e-mail facilities as provided in Article 19.1 (a) for the purpose of performing their functions as a Contract Instructor.

Library access shall be maintained for a period of twelve (12) months from the last day of the end of the academic term in which the Employee worked as a Contract Instructor. The Parties acknowledge that any extension of library

access must be consistent with the Library's obligations under the provisions of applicable licensing agreements.

E-mail access shall be maintained for a period of twenty-four (24) months from the last day of the end of the academic term in which the Employee worked as a Contract Instructor.

- (d) Employees shall not be discriminated against with respect to the allocation of Teaching Assistants by virtue of their membership in the bargaining unit.
- 19.2** An Employee may request, in writing stating reasons, that the Employer complete the form required by Canada Revenue Agency (currently the T2200 Form) for the Employee to use in support of a claim for home office expenses. Such request shall not be unreasonably denied.
- 19.3** At the request of the Employee, the Employer shall send University mail to the Employee's home address. An Employee's home telephone number shall not be given to anyone outside the department or University administration and the Union without the permission of the Employee.
- 19.4** Employees shall have free access to the facilities of Carleton University's Athletic and Physical Recreation Centre from the commencement of their appointment.

An Employee's access shall cease at the conclusion of the academic year in which the appointment occurs.

ARTICLE 20 – PROFESSIONAL DEVELOPMENT

20.1 Professional Development Fund

Effective September 1, 2016, the Employer agrees to provide a fund of ninety thousand dollars (\$90,000) per year to be administered by the Joint Committee for the Administration of the Agreement (JCAA), to support teaching-related professional development activities, and for the purpose of offsetting the cost of such books and materials required for the performance of an Employee's teaching duties and responsibilities which are otherwise not provided to the Employee. Any unused funds shall be carried over and added to the next year's fund.

- 20.2** Criteria, priorities and procedures for application to, and distribution of, the fund shall be established by the JCAA.

- 20.3** Effective September 1, 2020, there shall be two Contract Instructor Teaching Innovation Grants awarded per year valued at six thousand dollars (\$6,000) each. The application process and the criteria for awarding this grant will be developed by the JCAA.

20.4 Where the Employer is requiring that an Employee attend training or orientation the Employee will be provided with timely, advance notice, where possible.

20.5 In-house training or orientation for a bargaining unit position, if required by the Employer, shall not be considered a qualification for the position.

ARTICLE 21 – LEAVES

Application Process

21.1 (a) Where an Employee is under contract and unable to perform scheduled duties, they shall, as soon as possible, notify the Department Chair/Director and shall provide the reason for the absence. Where practicable, the Employee shall, in consultation with the Department Chair/Director, endeavour to reschedule those duties or make other arrangements which, subject to the approval of the Department Chair/Director, may include providing a substitute or trading assignments with another Employee.

(b) Where an Employee with seniority is not under contract and unable to perform scheduled duties in an upcoming semester, they shall, as soon as possible, notify the Department Chair/Director in writing, with the appropriate supporting documentation for the leave (e.g. medical certification, and/or other evidence reasonable to the circumstances) and an expected date for the leave to end.

Type of Leave

21.2 Where an absence due to illness or injury is authorized in accordance with Article 21.1 (a), the Employee shall suffer no loss of stipend for such absence of up to two (2) calendar weeks in any academic session. This provision does not apply to an Employee who is suffering a compensable injury in the meaning of the *Ontario Workplace Safety and Insurance Act 1997, S.O. 1997 c.16* Schedule A.

21.3 Where an absence for compassionate reasons is authorized in accordance with Article 21.1 (a), the Employee shall suffer no loss of stipend for such absence of up to two (2) calendar week(s) in any academic session.

21.4 Where an Employee is on an authorized absence for more than the periods set out in Articles 21.2 or 21.3, the Employee's stipend shall be prorated to account for the amount of the work assignment not performed.

21.5 Where an authorized absence continues for more than three (3) weeks in a term, the Employer may, at its discretion, terminate the appointment with notification to the Union. In such a case the Employee shall be credited with seniority for that term provided that the Employee performed scheduled duties for at least four (4) weeks.

21.6 Under normal circumstances, an unpaid leave due to illness or injury will end after twenty-four (24) months. This provision does not apply to an Employee who is suffering a compensable injury in the meaning of the *Ontario Workplace Safety and Insurance Act 1997, S.O. 1997 c.16* Schedule A.

21.7 An Employee shall reschedule duties or make other arrangements in accordance with Article 21.1(a) in order to attend an academic conference. The Employee shall notify the students and the Department Chair/Director two (2) weeks in advance. The Employee shall suffer no loss of stipend for such absence of up to one (1) calendar week in any academic session.

21.8 Employees may apply to their Department Chair/Director for unpaid leave for academic, professional, or research reasons of up to two (2) years in order to maintain their seniority.

21.9 Court Leave

Upon written request to the Department Chair/Director, supported by a copy of the summons, an Employee shall be granted a leave of absence without loss of seniority to serve as a juror or a witness, provided that such appearance and/or service conflicts with their scheduled duties. The University shall pay the Employee the difference between their normal earnings and the payment received from the court (excluding payment for travelling, meals, or other expenses) up to the end of the term of their current contract or until court leave ceases, whichever comes first. The Employee shall promptly contact their Chair/Director to make arrangements to make up the missed duties.

The Employee shall provide their Department Chair/Director with written confirmation of the date(s) and time(s) on which they appeared and/or served, signed by an appropriate official of the Court and the payment(s) received from the court.

21.10 Employees shall be eligible for pregnancy and/or parental leave in accordance with the *Employment Standards Act, 2000 S.O. 2000, c.41*. The Employee's seniority will be extended by extent of the leave taken, pursuant to the *Act*.

(a) Pregnancy Leave Benefit

(i) An Employee employed as a Contract Instructor who is under contract on the date the leave commences with the University and who has completed at least thirteen (13) weeks of employment in the two (2) terms immediately preceding the anticipated date of delivery shall be eligible to receive a pregnancy leave benefit as follows:

(1) For the first two (2) weeks of pregnancy leave, ninety-five (95%) of their regular wages, less any applicable EI earnings;

- (2) Forty-five (45%) of their regular wages for the remaining term of the appointment held at the time the leave commenced, less any applicable EI earnings.

Average weekly earnings for their Contract Instructor position shall be based on the number of calendar weeks in the academic term in which the Employee takes pregnancy leave.

- (i) The benefit is subject to other limitations set out by Employment and Social Development Canada or other governing authorities.
- (ii) The Employee must give at least four (4) weeks written notice of intention to take pregnancy leave, as applicable, together with a medical certificate estimating date of delivery.
- (iii) During the period of notice, the Department Chair/Director will determine a plan to ensure the transition of the course to an alternate instructor.

21.11 The Employer shall arrange an Employee's work assignment, or arrange an exchange of duties with other Employees as necessary, to enable an Employee who is the partner of the birth parent to have up to three consecutive days free of duties on the occasion of the birth of their child.

21.12 If an Employee who is complainant under the University's *Sexual Violence Policy* or who is pursuing informal resolution as referred to in Article 9.5 (b) and who requires time off to deal with an incident of sexual violence shall suffer no loss of stipend for such an absence of up to three (3) calendar weeks. There shall be no expectation that the Employee shall make up the duties at a later date.

21.13 Other Statutory Leaves

Employees shall be eligible for leaves in accordance with the *Employment Standards Act*, S.O. 2000, c.41 as amended from time to time.

21.14 Gender Affirmation Leave

An Employee who provides documentation from a medical practitioner confirming that the Employee requires a leave of absence in order to undergo the medical procedure(s) related to gender affirmation shall be granted a paid leave of absence of up to four (4) weeks. Leave may be extended without pay upon updated documentation from the medical practitioner.

21.15 No Employee covered by this Agreement shall be required to work on any of the following days recognized as statutory holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- National Day for Truth and Reconciliation*
- Thanksgiving Day
- Christmas Day
- Boxing Day

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

*Notwithstanding the above, Contract Instructors who are required to teach a scheduled class or hold an exam on the National Day for Truth and Reconciliation (NDTR) will receive a premium payment of \$115.00 subject to the usual statutory deductions. This premium payment is a one-time payment over and above the Contract Instructor's equivalent rate of pay for that day. Contract Instructors who are not required to teach a scheduled class or hold an exam on the NDTR shall not be entitled to the premium pay. The Parties acknowledge that the academic calendar remains solely within the discretion of Senate.

If any other day is proclaimed by the provincial government as a statutory holiday, it shall be added to the statutory holidays stated above.

21.16 An Employee shall be entitled to observe holidays of the Employee's religion other than those specified in Article 21.15 above. Employees shall arrange with their Department Chair/Director, at least thirty (30) days in advance of the absence, to reschedule assigned duties and student contact hours.

ARTICLE 22 - SALARY

22.1 All former and current Contract Instructors employed on or after September 1, 2022 shall receive retroactive pay.

Effective September 1, 2022, the base minimum stipend shall be increased by a one-time market adjustment of five and a half percent (5.5%) to fifteen thousand eight hundred eighty-three dollars (\$15,883) for a full course and to seven thousand nine hundred forty-two dollars (\$7,942) for a half course.

Effective January 1, 2023, the base minimum stipend shall be increased by two and a half percent (2.5%) to sixteen thousand two hundred and eighty dollars (\$16,280) for a full course and to eight thousand one hundred forty-one dollars (\$8,141) for a half course.

Effective September 1, 2023, the base minimum stipend shall be increased by three percent (3%) to sixteen thousand seven hundred sixty-eight dollars (\$16,768) and to eight thousand three hundred eighty-five dollars (\$8,385) for a half course.

Effective September 1, 2024, the base minimum stipend shall be increased by three percent (3%) to seventeen thousand two hundred seventy-one dollars (\$17,271) and to eight thousand six hundred thirty-seven dollars (\$8,637) for a half course.

Where an appointment is for a portion of a full course or half course, the stipend shall be prorated accordingly.

All stipends are inclusive of vacation pay, which shall be recorded on the pay stub.

22.2 Holiday Pay

As of May 1, 2023, the University shall provide to all Employees an additional 3%, calculated over and above the stipend set out in Article 22.1 of the Collective Agreement to reflect entitlement for public holidays listed in the *Employment Standards Act*.

22.3 Where an Employee's stipend for a course at the date of signing of this Agreement is greater than the minimums set out above, that stipend shall not be reduced for as long as that Employee teaches the course.

22.4 Course Cancellations

Where a contract is cancelled not more than four (4) weeks before the first scheduled class, the Employer shall pay a minimum preparation fee based on the following scale:

- (a) Not less than three (3) weeks before class, six hundred ninety-eight dollars (\$698);
 - Effective January 1, 2023, seven hundred twelve dollars (\$712);
 - Effective September 1, 2023, seven hundred thirty-three dollars (\$733);
 - Effective September 1, 2024, seven hundred fifty-five dollars (\$755);
- (b) Less than three (3) weeks but more than one (1) week before class, eight hundred six dollars (\$806);

- Effective January 1, 2023, eight hundred twenty-two dollars (\$822);
 - Effective September 1, 2023 eight hundred forty-seven dollars (\$847);
 - Effective September 1, 2024, eight hundred seventy-two dollars (\$872);
- (c) One (1) week or less before class, one thousand one hundred eighty-one dollars (\$1,181);
- Effective January 1, 2023, one thousand two-hundred five dollars (\$1,205);
 - Effective September 1, 2023, one thousand two-hundred forty-one dollars (\$1,241);
 - Effective September 1, 2024, one thousand two-hundred seventy-eight dollars (\$1,278).

22.5 Unless otherwise requested by the Employee and agreed by the Employer, stipends shall be paid in equal semi-monthly instalments over the term of the appointment. Payment will be made on the next-to-last banking day prior to the 15th of the month and the next-to-last banking day prior to the end of the month. The Employer shall provide a statement of earnings and deductions with each payment. The Employer may require that Employees designate a financial institution of the Employer's choice for payment by direct deposit.

22.6 Employees may be appointed to positions of either a half or a full course as set out in the University Calendars. Salaries for other courses shall be calculated in terms of half course equivalents.

22.7 If after a course has commenced the level of TA assistance assigned to that course must be reduced without a corresponding reduction in duties, the Employer will offer the member prorated compensation for the increased duties. The request for compensation must be made no later than fifteen (15) working days after the end of the semester.

22.8 Where a Contract Instructor contract is offered to an Employee for supervision of honours research thesis, field placement supervision, or the giving of field placement seminars, the contract shall specify whether the workload is equivalent to a full course or some stated portion of a full course. The Employee's stipend shall be in accordance with Article 22.1. Such contracts shall be consistent with historical precedents within departments, where such precedents exist.

22.9 Deferred Exams

Where the Registrar's Office grants approval for a student to defer a final exam beyond the end of the period of the contract for an Employee, all Employees required to mark deferred final exams shall be compensated in the amount of one hundred fifty dollars (\$150).

22.10 Mandatory Training

At point of first hire, a newly hired Contract Instructor will receive a one-time payment of two hundred twenty-five dollars (\$225) for time spent conducting on-boarding activities, such as attending mandatory orientation, and completing requisite training required by legislation. The payment will be made upon proof of completion of all mandatory training.

Any additional training required by the Employer will be paid at a prorated rate in accordance with the amount above and will not exceed two-hundred twenty-five dollars (\$225) per training activity. This payment will only be made upon proof of completion of the additional training required by the Employer.

ARTICLE 23 – STRIKES, LOCKOUTS & PICKET LINES

- 23.1** There shall be no strikes or lockouts during the life of this Agreement.
- 23.2** Employees covered by this Agreement shall not be disciplined for refusal to cross legally established picket lines for the purpose of performing work normally performed by members of the Union setting up the picket line.
- 23.3** An Employee who is unable to report for work because of a reasonable apprehension of personal injury resulting from picket line activity shall suffer no loss in pay, provided that the Employee contacts University Safety and follows reasonable instructions received from that office.
- 23.4** The Employer shall not require CUPE 4600 members to perform the duties of other University employees during any legal strike by, or lockout of, those employees.

ARTICLE 24 – DURATION & RENEWAL

- 24.1** Except as specifically otherwise provided herein, this agreement shall come into force on the date of ratification, and shall remain in effect until August 31, 2025. It is understood that both Parties shall subject the Agreement to a ratification vote. For the purposes of this Article the date of ratification shall be defined as the date upon which the Union ratifies the Agreement.

- 24.2** If either Party desires to bargain with a view to renewal of this agreement, with or without modification, such Party shall give notice of such desire to the other Party at least sixty (60) days and not more than one hundred and twenty (120) days prior to the expiry of this Agreement.
- 24.3** The Parties shall meet within twenty (20) days from the giving of the notice or within such further period as the Parties agree upon and they shall bargain in good faith and make every reasonable effort to make a Collective Agreement.

ARTICLE 25 – NEGOTIATION PROCEDURES

- 25.1** The Employer shall recognize a Union bargaining committee composed of not more than six (6) duly elected Union members who are Employees or who were Employees under the most recent Agreement.
- 25.2** Union bargaining committee members shall be credited a 0.5 seniority point for service on the Union bargaining committee per round of collective bargaining. Seniority credited shall be in addition to any seniority credited according to Article 7.9.
- 25.3** The members of the bargaining committee may be accompanied by any or all of the following: an advisor, a business agent, a staff representative, an administrative assistant, or a National Representative of the Union.
- 25.4** The Union shall notify the Employer in writing of the names of the bargaining committee members named by the Union and only those bargaining committee members shall be recognized by the Employer.
- 25.5** Meetings shall be held at a time and place fixed by mutual consent.
- 25.6** Nothing in this Agreement shall prevent its subsequent amendment by mutual agreement.

ARTICLE 26 – TUITION WAIVER

- 26.1** Bargaining unit members who have taught at least three (3) full credit courses or equivalent in the bargaining unit during the previous thirty-six (36) months, including at least one (1) position during the twelve (12) month period preceding application, shall be eligible during the subsequent twelve (12) months for a tuition fee waiver for credit courses offered by Carleton University and that are funded by the Ontario Government. This may be either at the graduate or undergraduate level. The limit to the tuition fee waiver in the twelve-month period is nine hundred dollars (\$900). Supplementary fees are not eligible for reimbursement or waiver.

- 26.2** (a) Effective September 1, 2023, Contract Instructors who meet the eligibility criteria outlined above shall also be entitled to a tuition waiver of no more than nine hundred dollars (\$900) per academic year for their dependants. This is applicable to credit courses offered by Carleton University and that are funded by the Ontario Government. This may be either at the graduate or undergraduate level. The annual cost to the University for the tuition waiver for dependents shall not exceed twenty-five thousand dollars (\$25,000). Supplementary fees are not eligible for reimbursement or waiver.
- (b) Dependants are defined as children of the Employee for whom the Employee is entitled to claim tax exemption under the Income Tax Act in the year in which the tuition waiver is requested, or children under the age of twenty-six (26) to whom the Employee provides financial support.
- 26.3** Should the Ontario Government discontinue to fund students covered by the Article during the term of this Agreement, those persons who are registered in courses at the time of such discontinuance shall be eligible to continue in the course until the end of the academic year in which the discontinuance of funding mentioned above occurs. Academic year for the purposes of this Article shall be September 1 to August 31.

ARTICLE 27 – PROFESSIONAL ADVANCEMENT

27.1 Consideration for CUASA Position

- (a) Bargaining unit members who apply for and meet the stated requirements as posted for faculty positions shall be evaluated in the same manner as all other candidates when the University advertises for a faculty position covered by the CUASA collective agreement.
- (b) A copy of the advertisement for all faculty and instructor posts in the CUASA bargaining unit shall be sent to the Union within ten (10) working days of its placement in University Affairs, the CAUT Bulletin, and/or websites.
- 27.2** (a) Each year, a bargaining unit member may request to meet with the Academic Department Head in which the member is employed to discuss career possibilities for them and discuss what steps they might take to advance their career. If so requested, a meeting will be held with the member for this purpose.
- (b) A Contract Instructor Employee who meets the minimum qualifications for a full-time position within the CUASA bargaining unit shall be entitled, at the member's request, to meet with the Academic Department Head prior to the application deadline to discuss their suitability for the position.

27.3 Where a member of the bargaining unit has been appointed to two (2) credits (or equivalent) courses, or credited equivalent seniority points, for a total of three (3) consecutive years, at the request of the member, the Dean(s) shall review whether an Instructor position within the CUASA bargaining unit should be created to teach the courses previously taught by the Contract Instructor(s). The results of the review shall be communicated to the bargaining unit member upon its conclusion. If a CUASA Instructor position is created pursuant to this Article, the bargaining unit member shall be considered as a candidate for the position and shall be evaluated in accordance with Article 27.1. The Parties recognize that the provisions of this Article do not confer any priority or preference upon the candidacy of the bargaining unit member.

ARTICLE 28 – CONTRACT INSTRUCTOR TEACHING AWARD

28.1 There shall be five (5) Contract Instructor Teaching Awards distributed each year, preferably one (1) per Faculty, each valued at two thousand dollars (\$2,000).

28.2 The procedures to be used to arrive at the name of the recipient shall be as follows:

- (a) The committee for determining the recipient shall consist of two (2) persons appointed by the Union and two (2) persons appointed by the Employer.
- (b) The basis shall be outstanding performance by a Contract Instructor Employee in meeting the responsibilities as defined in the Collective Agreement; and
- (c) Candidates may be either nominated by a colleague or apply directly for the award and shall submit nominations to the Office of the Provost and Vice President (Academic) by November 20 each year.

ARTICLE 29 – BENEFITS

29.1 The Employer shall contribute funds towards the purchase of a benefits plan through a third-party vendor of the Union's choice for Contract Instructors while they are under contract with Carleton University. The vendor will administer the plan subject to the plan's terms and conditions.

29.2 (a) Health and dental benefits will take effect on 01 September 2014.

(b) All Contract Instructors shall be automatically enrolled into the health and dental benefit plan while they are under contract with Carleton University.

(c) While an Employee is under contract, the Employer shall contribute sixty five percent (65%) of the premium cost for health and dental insurance and each

Employee enrolled in the plan shall contribute thirty-five percent (35%) of the premium cost for health and dental insurance.

- (d) Notwithstanding Article 29.2(c), the University's contribution under this plan shall be: two hundred fifty thousand dollars (\$250,000) on September 1st of each year.
 - (e) The Union acknowledges and agrees that other than making its contributions to the plan as set out in this Article, the Employer shall not be obliged to contribute towards the cost of benefits provided by the plan, or be responsible for providing any such benefits.
 - (f) Notwithstanding Article 29.1, Employees shall be able to opt-in to the health and dental benefit coverage when they are not under contract during each coverage year. If an Employee chooses to opt-in to health and dental benefit coverage when they are not under contract, then the Employee shall be responsible for one hundred percent (100%) of the premium cost.
 - (g) Benefits coverage for the specified time periods does not in any way imply or connote a continuing employment relationship for that Instructor beyond the terminal date of their appointment.
- 29.3** The benefits plan will be overseen by the Union and the vendor. A copy of the annual audit of the benefits plan will be provided to the Employer.
- 29.4** Notwithstanding Article 29.2(b), a Contract Instructor may be exempt from enrolment in any of the intended forms of benefit, following completion of the vendor's procedures for opting out.
- 29.5** Active members who are sixty-five (65) years of age or older, will be required to submit any eligible expenses under the extended health plan first to the Ontario Drug Benefit (ODB) plan for reimbursement. They may then submit any residual eligible expenses, including deductibles and co-payment amounts administered by the ODB, to the insurance carrier for applicable reimbursement.
- 29.6** Employees under contract with Carleton and their families shall have access to confidential counseling and referral service through the University's Employee and Family Assistance Program (EFAP).

ARTICLE 30 – OFFICIAL UNIVERSITY CLOSURE

- 30.1** In the event the University declares an emergency and the University closes and cancels all scheduled classes, Employees shall continue to receive their regular salary and benefits through to the end of their current appointment in the academic term in which the emergency occurred.

ARTICLE 31 – ACCOMMODATION

31.1 The Parties acknowledge and agree that they each have a legal responsibility to facilitate accommodations for Employees pursuant to the Ontario *Human Rights Code* (the “Code”), as amended. The University has an obligation to provide reasonable accommodation for human rights needs up to the point of undue hardship.

31.2 Employees shall inform the University if they require accommodation.


31.3 Employees shall be notified of their right to CUPE 4600 representation prior to meetings regarding requests for accommodation.

31.4 Where appropriate, accommodations will be time limited and kept on an Employee’s confidential file.


31.5 Information relating to requests for accommodation will be kept in accordance with the *Freedom of Information and Protection of Privacy Act*, the Code, and any relevant University policies.

THIS COLLECTIVE AGREEMENT signed at Ottawa Ontario, this 8th day Februe, 2024.


FOR THE EMPLOYER:




Pauline Rankin, Lead Negotiator



Catherine Khordoc (Feb 6, 2024 09:33 EST)
Catherine Khordoc, Deputy Provost




Maria DeRosa, Dean, Faculty of Science




Howard Nemiroff, Dean, Sprott School of Business


FOR THE UNION:




Cheryl Cundell, Chief Negotiator



Noreen Cauley-Le Fevre (Feb 5, 2024 11:25 EST)
Noreen Cauley-Le Fevre, President



Codie Fortin Lalonde, Business Agent and Organizer



Taylor Kociszewski (Feb 5, 2024 13:02 EST)
Taylor Kociszewski, CUPE National Representative



Angela Marcotte, Associate Vice-
President (Financial Services)



Amy Wyse, Director, Labour Relations
(Academic)



Josh Hruschka, Senior Labour
Relations Officer (Academic)

LETTER OF UNDERSTANDING

between

CARLETON UNIVERSITY (the University)

and

CUPE Local 4600-2 Contract Instructors (the Union)

Re: Appointment of Indigenous Elders and/or Indigenous Knowledge Keepers

1. In alignment with the Kinàmàgawin report, the University may appoint Indigenous Elders and/or Indigenous Knowledge Keepers to Contract Instructor positions during the term of this Collective Agreement:
 - a. Indigenous Elders are acknowledged by their respective communities as an 'Elder' through a lifetime of learned teachings and earned respect. Many communities have their own defined protocol and process for becoming an Elder and shall not be determined by the University or the Union.
 - b. Indigenous Knowledge Keepers are those who may not be considered an Elder but carry traditional knowledge and expertise in different spiritual and cultural areas.
2. During this period, the University shall be entitled to appoint Indigenous Elders and/or Indigenous Knowledge Keepers as Contract Instructors without posting the job opportunities or competition as per Articles 15 and 16 of this Collective Agreement.
3. Contract Instructors hired through this appointment shall earn seniority points, but not incumbency for courses taught.
4. Compensation for those appointed to these positions shall be in accordance with Article 22 of this Collective Agreement.
5. Where an Indigenous Elder and/or Indigenous Knowledge Keeper is assigned to a course for which at least one (1) Employee has incumbency and is displaced by such an appointment, the Employee who is the most senior incumbent shall be offered another available position for which they are qualified and most senior. If no such position is available, the Employee will be credited with seniority for that course.

6. The total number of credits taught by Indigenous Elders and/or Indigenous Knowledge Keepers appointed as Contract Instructors in accordance with this LOU shall not exceed eight (8.0) full credits per academic year.
7. The University shall inform the Union in writing at the beginning of each term of the course numbers, course names, course credit amounts, and the names of the appointed Indigenous Elders and/or Indigenous Knowledge Keepers as Contract Instructors for the 2023-2024 and 2024-2025 academic years.
8. The University shall discuss with the Union the effectiveness of the Indigenous Elders and/or Indigenous Knowledge Keepers Appointments at the JCAA before the conclusion of this Collective Agreement.

DATED at Ottawa Ontario, this 8th day of February, 2024.

FOR THE EMPLOYER:



Pauline Rankin, Lead Negotiator



Catherine Khordoc (Feb 6, 2024 09:33 EST)

Catherine Khordoc, Deputy Provost



Maria DeRosa, Dean, Faculty of Science



Howard Nemiroff, Dean, Spratt School of Business



Angela Marcotte, Associate Vice-President (Financial Services)



Amy Wyse, Director, Labour Relations (Academic)

FOR THE UNION:



Cheryl Cundell, Chief Negotiator



Noreen Cauley-Le Fevre (Feb 5, 2024 11:25 EST)

Noreen Cauley-Le Fevre, President



Codie Fortin Lalonde, Business Agent and Organizer



Taylor Kociszewski (Feb 5, 2024 13:02 EST)

Taylor Kociszewski, CUPE National Representative



Josh Hruschka, Senior Labour
Relations Officer (Academic)

LETTER OF UNDERSTANDING

between

CARLETON UNIVERSITY (the University)

and

CUPE Local 4600-2 Contract Instructors (the Union)

Re: Centralized Job Posting System


The University agrees to investigate, assess, consult with appropriate stakeholders, and report to the JCAA in writing no later than December 31, 2023 on the feasibility of and a timeline for implementing a centralized job posting system for Contract Instructors at the University. The University also agrees to provide an interim update to the JCAA on the progress of its investigation no later than August 31, 2023.

DATED at Ottawa Ontario, this 8th day of February, 2024.

FOR THE EMPLOYER:



Pauline Rankin, Lead Negotiator



Catherine Khorodc (Feb 6, 2024 09:33 EST)

Catherine Khorodc, Deputy Provost



Maria DeRosa, Dean, Faculty of Science



Howard Nemiroff, Dean, Sprott School of Business

FOR THE UNION:



Cheryl Cundell, Chief Negotiator



Noreen Cauley-Le Fevre (Feb 5, 2024 11:25 EST)

Noreen Cauley-Le Fevre, President



Codie Fortin Lalonde, Business Agent and Organizer



Taylor Kociszewski (Feb 5, 2024 13:02 EST)

Taylor Kociszewski, CUPE National Representative



Angela Marcotte, Associate Vice-
President (Financial Services)



Amy Wyse, Director, Labour Relations
(Academic)



Josh Hruschka, Senior Labour
Relations Officer (Academic)

LETTER OF UNDERSTANDING

between

CARLETON UNIVERSITY (the University)

and

CUPE Local 4600-2 Contract Instructors (the Union)

Re: Emergency Fund

On September 1, 2023, the University shall provide a one-time payment of twenty thousand dollars (\$20,000) to the Union for the purposes of administering an emergency fund for Employees represented by CUPE Local 4600 (Unit 2).

Criteria for qualifying for this fund are as follows:

1. Unexpected situations that result in a need for emergency assistance (e.g., fire, flood, theft);
2. Domestic violence and/or abuse situations that result in a need for emergency assistance;
3. Unexpected and abrupt homelessness that results in a need for emergency assistance;
4. Situations impacting personal health, psychological, or safety needs requiring emergency assistance.

The Union shall be responsible for administering the emergency fund reimbursement. The Union is responsible for ensuring compliance with taxes, CRA regulations, and any applicable laws and University policies.

The Union will provide the University with an expense report on the disbursement of the funds no later than January 15, May 15, and September 15 of each year until all funds have been disbursed. The University reserves the right to request further information on the disbursement of the funds including an annual audited financial statement.

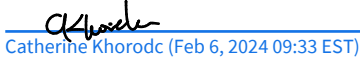
This LOU expires on August 30, 2024.

DATED at Ottawa Ontario, this 8th day of February, 2024.

FOR THE EMPLOYER:



Pauline Rankin, Lead Negotiator


Catherine Khordoc (Feb 6, 2024 09:33 EST)

Catherine Khordoc, Deputy Provost



Maria DeRosa, Dean, Faculty of Science



Howard Nemiroff, Dean, Sprott School of Business



Angela Marcotte, Associate Vice-President (Financial Services)

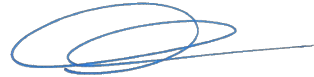


Amy Wyse, Director, Labour Relations (Academic)



Josh Hruschka, Senior Labour Relations Officer (Academic)

FOR THE UNION:



Cheryl Cundell, Chief Negotiator


Noreen Cauley-Le Fevre (Feb 5, 2024 11:25 EST)

Noreen Cauley-Le Fevre, President



Codie Fortin Lalonde, Business Agent and Organizer


Taylor Kociszewski (Feb 5, 2024 13:02 EST)

Taylor Kociszewski, CUPE National Representative

LETTER OF UNDERSTANDING

between

CARLETON UNIVERSITY (the University)

and

CUPE Local 4600-2 Contract Instructors (the Union)

Re: Employment Insurance

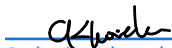
1. For the sole purpose of Employment Insurance eligibility, an Employee shall be deemed to have worked two hundred thirty-five (235) hours for a half-credit course and four hundred seventy (470) hours for a full-credit course.
2. Effective September 1, 2023, the University will establish an online secure option through which a Contract Instructor can request that an ROE be sent electronically to Service Canada.

DATED at Ottawa Ontario, this 8th day of February, 2024.

FOR THE EMPLOYER:



Pauline Rankin, Lead Negotiator



[Catherine Khorodc \(Feb 6, 2024 09:33 EST\)](#)

Catherine Khorodc, Deputy Provost

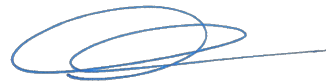


Maria DeRosa, Dean, Faculty of Science



Howard Nemiroff, Dean, Sprott School of Business

FOR THE UNION:



Cheryl Cundell, Chief Negotiator



[Noreen Cauley-Le Fevre \(Feb 5, 2024 11:25 EST\)](#)

Noreen Cauley-Le Fevre, President



Codie Fortin Lalonde, Business Agent and Organizer



[Taylor Kociszewski \(Feb 5, 2024 13:02 EST\)](#)

Taylor Kociszewski, CUPE National Representative



Angela Marcotte, Associate Vice-
President (Financial Services)



Amy Wyse, Director, Labour Relations
(Academic)



Josh Hruschka, Senior Labour
Relations Officer (Academic)

LETTER OF UNDERSTANDING

between

CARLETON UNIVERSITY (the University)

and

CUPE Local 4600-2 Contract Instructors (the Union)

Re: Trial Multi-Term Agreement

1. The University will undertake a two-year trial of Multi-Term Agreements (MTAs), for Contract Instructors that is course-specific, effective September 1, 2023. For added clarity, each MTA will be for one particular course (e.g., ECON 1001A).
2. The University shall endeavour to post fifteen (15) MTAs. Each MTA shall be for a duration of not more than two (2) years.
3. The decision to make a specific course subject to an MTA is entirely at the discretion of the Dean, who must commit to the funding.
4. As an MTA is course-specific, individual Employees may hold more than one (1) MTA at a time, but under no circumstances may an Employee exceed a teaching maximum of two (2.0) credits in the fall/winter terms or three (3.0) credits in any academic year.
5. MTAs will be posted as per Article 15 (Postings and Applications), and will identify:
 - a. in which terms the course will be offered as part of the MTA;
 - b. the total number of sections being offered as part of the MTA.
6. The hiring process for MTAs shall be governed by Article 16 (Hiring, Incumbency, and Seniority).
7. Course sections assigned through MTAs are subject to evaluation in accordance with Article 18 (Student Experience Questionnaire and Contract Instructor Teaching Performance).
8. The University may terminate an MTA for cause, or for any of the following:
 - a. because the course will not be offered;
 - b. for reasons of academic restructuring;


- c. as a result of budgetary restraints (including course enrolment decisions);
 - d. as a result of an Employee's failure to maintain credentials, certifications or qualifications identified as a requirement in the job posting.
- 9. When a course designated as part of a MTA is cancelled, Article 22.4 shall apply.
- 10. When a course subject to an MTA is replaced by a renamed, renumbered, or revised version of what is substantially the same course, the MTA extends to this new course.
- 11. Where an Employee is unavailable to teach an assigned course section in an MTA due to illness, maternity leave or parental leave, the remainder of the MTA is unaffected.
- 12. Course scheduling is done at the sole discretion of the University in accordance with Article 4 (Management Rights). Where an Employee is unavailable to teach any assigned course section in an MTA due to scheduling or availability, they will be deemed to have forfeited that course section of the MTA.
- 13. Where an Employee is unavailable to teach, or forfeits a course section in an MTA, they will not be eligible for:
 - a. remuneration for that course section of the MTA;
 - b. an alternate assignment to make up for that course section of the MTA;
 - c. an extension of the duration of the MTA.
- 14. The University shall provide the Union with an annual report on the total number of MTAs hired per faculty and the course codes affiliated with each MTA hire for each academic year of this Agreement.
- 15. The University shall discuss with the Union the effectiveness of the MTA trial for participating faculties at the JCAA before the conclusion of this Collective Agreement.

DATED at Ottawa Ontario, this 8th day of February, 2024.

FOR THE EMPLOYER:



Pauline Rankin, Lead Negotiator


Catherine Khordoc (Feb 6, 2024 09:33 EST)

Catherine Khordoc, Deputy Provost



Maria DeRosa, Dean, Faculty of Science



Howard Nemiroff, Dean, Spratt School of Business



Angela Marcotte, Associate Vice-President (Financial Services)



Amy Wyse, Director, Labour Relations (Academic)




Josh Hruschka, Senior Labour Relations Officer (Academic)

FOR THE UNION:




Cheryl Cundell, Chief Negotiator


Noreen Cauley-Le Fevre (Feb 5, 2024 11:25 EST)

Noreen Cauley-Le Fevre, President



Codie Fortin Lalonde, Business Agent and Organizer


Taylor Kociszewski (Feb 5, 2024 13:02 EST)

Taylor Kociszewski, CUPE National Representative

LETTER OF UNDERSTANDING

between

CARLETON UNIVERSITY (the University)

and

CUPE Local 4600-2 Contract Instructors (the Union)

Re: Developing a Centralized Accommodation System

WHEREAS, it is the purpose of this Letter of Understanding to initiate the development of a Centralized Accommodations System for Employees.

NOW THEREFORE, the Parties agree to the following:

1. That the University will develop a centralized online intake system for accommodation requests that is accessible, including investigating whether an opt-in for the Employee, to notify the Union of the request, is feasible and in compliance with relevant privacy regulations;
2. That the system will be fully compliant with the Ontario *Human Rights Code*;
3. That the University will consult with the Union via the JCAA on the development of the centralized online intake system.
4. That the development of the centralized online intake system be a standing agenda item at the JCAA.
5. That the University will provide an annual report on the number of accommodation requests that were received through the centralized online intake system.

DATED at Ottawa Ontario, this 8th day of February, 2024.

FOR THE EMPLOYER:



Pauline Rankin, Lead Negotiator



[Catherine Khordoc \(Feb 6, 2024 09:33 EST\)](#)

Catherine Khordoc, Deputy Provost



Maria DeRosa, Dean, Faculty of Science



Howard Nemiroff, Dean, Sprott School of Business



Angela Marcotte, Associate Vice-President (Financial Services)



Amy Wyse, Director, Labour Relations (Academic)



Josh Hruschka, Senior Labour Relations Officer (Academic)

FOR THE UNION:



Cheryl Cundell, Chief Negotiator



[Noreen Cauley-Le Fevre \(Feb 5, 2024 11:25 EST\)](#)

Noreen Cauley-Le Fevre, President



Codie Fortin Lalonde, Business Agent and Organizer



[Taylor Kociszewski \(Feb 5, 2024 13:02 EST\)](#)

Taylor Kociszewski, CUPE National Representative


CU-CUPE4600 (Unit 2) Collective Agreement (Final) December 18 2023


Final Audit Report


2024-02-08

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-  Signer tkociszewski@cupe.ca (tkociszewski@cupe.ca) entered name at signing as Taylor Kociszewski
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-  Document emailed to Howard Nemiroff (howardnemiroff@cunet.carleton.ca) for signature
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 Agreement completed.

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