

COLLECTIVE AGREEMENT

between

***The Canadian Union of Public Employees
Local 4600 Unit 2***



and

Carleton University

for the period

September 1, 2010 to August 31, 2013

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE1

ARTICLE 2 - DEFINITIONS1

ARTICLE 3 - RECOGNITION1

ARTICLE 4 - MANAGEMENT RIGHTS2

ARTICLE 5 - TECHNOLOGICAL CHANGE2

ARTICLE 6 - HEALTH & SAFETY2

ARTICLE 7 - EMPLOYER/UNION RELATIONS3

**ARTICLE 8 - JOINT COMMITTEE FOR THE ADMINISTRATION OF THE
AGREEMENT (JCAA).....5**

ARTICLE 9 - NO DISCRIMINATION5

**ARTICLE 10- ACADEMIC FREEDOM: RIGHTS & RESPONSIBILITIES AS
TEACHERS.....7**

ARTICLE 11 - DISCIPLINE AND DISCHARGE9

ARTICLE 12 - CONFIDENTIALITY & ACCESS TO PERSONNEL FILES.....9

ARTICLE 13 - GRIEVANCE PROCEDURE.....11

ARTICLE 14 - ARBITRATION13

ARTICLE 15 – POSTINGS AND APPLICATIONS14

ARTICLE 16 - HIRING, INCUMBENCY & SENIORITY.....15

**ARTICLE 17 - APPOINTMENT OF DOCTORAL STUDENTS AND POSTDOCTORAL
FELLOWS18**

ARTICLE 18 - STUDENT TEACHING EVALUATIONS19

ARTICLE 20 - PROFESSIONAL DEVELOPMENT/BOOKS & SUPPLIES.....21

ARTICLE 21 - LEAVES OF ABSENCE.....21

ARTICLE 22 - SALARY.....22

ARTICLE 23 - STRIKES, LOCKOUTS & PICKET LINES.....24

ARTICLE 24 - DURATION & RENEWAL.....24

ARTICLE 25 - NEGOTIATION PROCEDURES.....25

ARTICLE 26 - TUITION WAIVER.....25

ARTICLE 27 - PROFESSIONAL ADVANCEMENT.....25

ARTICLE 28 – CONTRACT INSTRUCTOR TEACHING AWARD.....26

LETTER OF UNDERSTANDING.....28

APPENDIX A29

LETTER OF UNDERSTANDING REGARDING EMPLOYMENT INSURANCE.....30

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 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.

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

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

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

Academic department includes school, institute or college.

Appointment refers to the process by which employees are hired under Article 17 of this Collective Agreement.

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

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

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 his/her normal earnings as a result of any technological change introduced during any work assignment
- 5.2 The Employer shall notify the Union and affected employees at least sixty (60) days prior to the implementation of significant change(s) to method(s) of course delivery arising out of technological change.

ARTICLE 6 - HEALTH & SAFETY

- 6.1 The Employer shall comply with the Ontario Occupational Health and Safety Act as amended from time to time.
- 6.2 The Employer and the Union shall co-operate in establishing rules and practices which promote the safety and health of employees.
- 6.3 No employee shall be required to act, nor shall any employee act in the course of her/his employment, in a manner which constitutes a health or safety hazard.

- 6.4 No employee shall be disciplined for refusal to perform work where the employee has acted in compliance with the Occupational Health and Safety Act.
- 6.5 The Employer shall maintain a Joint Occupational 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 Occupational Health and Safety Committee.
- 6.6 All time spent by a CUPE 4600 (Unit 2) member of the Joint Occupational Health and Safety Committee as is necessary to carry out the member's duties under the Occupational Health and Safety Act shall be paid at the regular 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.
- 6.7 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.

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 shall provide a furnished office to the Union at the standard rate established from time to time. The Employer shall provide the Union with the use of a telephone, and the Union shall reimburse the Employer 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.

Information

7.9 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 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 University Budget.

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

7.11 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 Web Sites, 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 attach a copy of a document entitled "Highlights of the Collective Agreement" to the contract forms that are signed by the employee, the Department Chair and the Dean. The content of the Highlights document must be agreed by the Joint Agreement for the Administration of the Agreement. Employees shall only be provided with a hard copy of the Collective Agreement upon request.

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

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

- 8.1 A JCAA composed of 4 representatives of each party shall be established within 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 or 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 The JCAA shall meet as necessary, but normally at least once a month. Meetings may be called by either party on 5 days written notice or by mutual consent. A quorum shall consist of 2 representatives of each party.
- 8.4 Minutes of meetings shall be taken. The minutes so recorded shall be reviewed for approval at the next meeting of the JCAA.
- 8.5 The parties agree that JCAA shall strike a sub-committee to examine terms and conditions of employment with respect to CUTV and other electronic courses. The JCAA shall establish terms for the sub-committee.
- 8.6 The parties agree to refer the matter of participation in University governance at the level of Senate and Board of Governors to the JCAA.

ARTICLE 9 - NO DISCRIMINATION

- 9.1 The Employer and the Union agree that there shall be no discrimination, harassment, 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 age, race, creed, colour, national origin, citizenship, physical ability, language ability, political or religious affiliation or belief, sex, sexual orientation, or marital or family status, place of residence, or by reason of her/his non-membership or activity in the Union.
- 9.2 The Employer shall not restrict the employment of anyone on the basis of physical or language disability, provided that such disability does not interfere with her/his ability to meet the requirements of the job.

For the purposes of this article, physical disability includes AIDS, ARC, and a positive HIV antibody test. Where practicable, attempts shall be made to adjust employment requirements to accommodate the person's health.

- 9.3** For the purposes of Article 9.1, harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

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

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

- (a) unwanted attention of a sexually oriented nature, made by a person who knows or ought reasonably to know that such attention is unwanted; and/or
 - (b) an implied or expressed promise of reward for complying with or submitting to a sexually oriented request or advance; and/or
 - (c) an implied or expressed threat of reprisal for not complying with or submitting to a sexually oriented request or advance.
- 9.4** (a) Any complaint of harassment may be grieved using the procedures set out in Article 13 of the agreement.
- (b) Where the alleged harasser 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.

At no time during or after a harassment grievance shall the griever be removed from the area of the alleged harasser unless removal has been fully and entirely voluntarily requested or agreed to by the griever and without prejudice to the validity of the grievance.

An employee who believes that s/he has been or is being sexually harassed may present a grievance using the procedures set out in Article 13 of the agreement. Any employee who chooses to make use of any or all provisions of the Sexual Harassment Policy shall not, by such use, be prevented from presenting a grievance at any time prior to agreeing to any mediated settlement under that policy. The time limit for filing such a grievance shall be 10 working days from the termination of the proceedings under the Policy.

- 9.5** A copy of the University Sexual Harassment Policy shall be retained in Human Resources and the Union Office.

ARTICLE 10- ACADEMIC FREEDOM: RIGHTS & RESPONSIBILITIES AS TEACHERS

- 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 her/his opinion both inside and outside the classroom, to practice her/his profession as teacher and scholar, to carry out such scholarly and teaching activities as she/he believes will contribute to and disseminate knowledge, and to express and disseminate the results of her/his scholarly activities in a reasonable manner, to select, acquire, disseminate and use documents in the exercise of her/his 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 his/her 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 co-operation with course co-ordinators.
- (d) Employees shall deal ethically and fairly with students, foster a free exchange of ideas, avoid discrimination, respect the principles of confidentiality in a manner consistent with their instructional role, and provide their students with information 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 prior to its being held and the employee shall be told of his/her 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 or reasonable cause, the Employer may, at its discretion, terminate the employment and the seniority of the terminated employee shall cease.
- (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 counselling, assisting in supervision of their course examinations, and setting and grading supplemental examinations as required.
- (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.

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.
- 11.2** 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 impose discipline or discharge. Where such a meeting is to be called, the department head shall notify the employee in advance of the purpose of the meeting and of the employee's right to Union representation. Notwithstanding the above, where a Union representative is not available within two (2) working days of notification of the employee, the Employer shall be entitled to conduct the meeting in the absence of the Union representative.
- 11.3** 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 3 working days. A copy of any written reprimand shall set out the reasons for the reprimand and shall also be provided to the Union within 3 working days.
- 11.4** 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.

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 and at the employee's expense, a copy of the non-confidential items in the employee's personnel file(s).

12.4 Letter of Reprimand

Subject to Article 12.5, where a letter of reprimand is being added to an employee's file, the employee must, where possible, be notified and required to read and initial the letter. 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. 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:

- (a) 18 months from the date the disciplinary action was recorded in the file; or
- (b) where the employee has taught the equivalent of one full credit; whichever occurs first.

12.5 Student Comment on 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, and
- (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.

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 his/her Department Head before leaving his/her 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 his/her department head. Subject to Article 9.4(b) 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 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 3 within 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 his/her designate within 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 his/her designate shall sign and date the form, and shall return a copy to the grievor. A copy shall be forwarded to the Director, Human Resources.

The Employer shall respond to the grievance within 10 working days of its receipt.

13.7 STEP 2

If the employee is not satisfied with the response at Step 1, s/he and the Union representative may, not later than 10 working days after receipt of the decision, or if no decision was received, not later than 10 working days after the last day on which s/he was entitled to receive a decision, transmit the grievance, along with the Step 1 decision, if any, to the appropriate Dean or his/her designate, with a copy to the Director, Human Resources.

The Employer shall respond to the grievance within 10 working days of its receipt.

13.8 STEP 3

If the employee is not satisfied with the response at Step 2, s/he and the Union representative may, not later than 10 working days after receipt of the decision, or if no decision was received, not later than 10 working days after the last day on which s/he was entitled to receive a decision, transmit the grievance, along

with the Step 1 and Step 2 decisions, if any, to the JCAA, with a copy to the Director, Human Resources.

The JCAA shall attempt to resolve the grievance within 10 working days. If the grievance is not resolved, the Union may refer the grievance to arbitration.

13.9 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, Human Resources 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 3.

13.10 BINDING DECISIONS

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

13.11 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.

ARTICLE 14 - ARBITRATION

14.1 Either of the parties may, within 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. The notice referring a grievance to arbitration shall confirm the name of the first party's appointee to an arbitration board. The recipient of the notice shall, within 5 working days, inform the other party of the name of its appointee to the arbitration board. The 2 appointees so selected shall, within 5 working days of the appointment of the second of them, appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the 2 appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board shall hear and determine the grievance and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the arbitration board, but, if there is no majority, the decision of the chairperson is the decision of the arbitration board. Notwithstanding the foregoing, the parties may select 1 person as an arbitrator to whom any such grievance may be submitted for arbitration and such person shall

have the same powers and be subject to the same restrictions as a board of arbitration appointed under this agreement.

- 14.2** The arbitration board 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 which 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 board has the authority to reinstate an employee with or without compensation for wages and any other benefits lost, or to make any other award it may deem just and reasonable which 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 chairperson, the hearing room and any other expenses incidental to the arbitration hearing shall be borne equally by the parties. The parties agree to use University facilities whenever possible.
- 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, all positions shall be advertised and applications solicited in accordance with this Article. The Employer shall distribute a summary of the relevant collective agreement provisions, as agreed upon by the Joint Committee for the Administration of the Collective Agreement, to those directly involved in the hiring of Contract Instructors.
- 15.2** (a) Departments that anticipate offering courses to Contract Instructors in the following term(s) shall post a notice on the departmental website and bulletin boards and send an electronic copy to the Union, listing such courses and inviting applications, in writing, for specific courses.
- (b) Departments that anticipate hiring Contract Instructors shall post their notices and send a copy to the Union by May 1st for courses being offered for the following fall and winter and by December 15th for courses being offered in the summer.
- (c) Notices shall be posted for at least twenty-one (21) calendar days on departmental bulletin boards and on departmental websites, with a copy to the Union. Each notice shall include:

- (i) the course number, title and description,
- (ii) the qualifications required for the position, and
- (iii) the deadline and procedure for application

15.3 All applicants must apply to the 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.

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 eight (8) weeks prior to the first scheduled class. An offer of employment is not valid unless it is signed by the Department Chair and the Dean. It becomes a contract when it is then signed by the employee.

15.5 Applicants shall reply in writing by email, fax, or priority post to be received by the department 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 post-doctoral fellows must first contact the Dean to ascertain their allocation of such positions within the Faculty's limit of 17% (see Article 17.2).

(b) Hiring of doctoral students and post-doctoral fellows under the provisions of Article 17, and of Visiting Scholars under the provisions of Article 16.2 (e), 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 or more qualified members and the qualifications of the candidates are relatively equal, the candidate with the greatest seniority shall be appointed.
- (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 2 credits in the fall/winter terms or will put an employee over the 3 credit limit for the academic year, the employee shall be asked to choose which courses and sections he/she will teach.
- (e) Where there are no incumbents or qualified members with seniority rights, 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. Where an employee meets the criteria in Article 16.4 and is displaced by such an appointment, she/he shall be offered another available position for which she/he is qualified and most senior. If no such position is available, the employee will be credited with the seniority point 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 score in the course is satisfactory in accordance with Article 18 (Student Teaching Evaluations), 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. Unsatisfactory teaching evaluations which are more than four (4) years old shall not be considered. 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 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, s/he shall, for the purposes of that application, be credited with seniority for the current term.
- 16.7** The Employer shall provide the Union with a Seniority List of all bargaining unit members. The seniority list will be posted on the Human Resources Web Site, 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 Web Site.

NEED WITHIN TEN (10) WEEKS OF THE START OF CLASS

- 16.8** (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.
- (c) Where there are no incumbents, the Employer shall consider qualified members with seniority as outlined in 16.4 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 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, s/he shall reply in writing by email, fax, or priority post to be received by the department within seven (7) calendar days of receipt of an offer of employment.

16.9 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.

16.10 The Employer shall advise the Union of any positions filled without a competition pursuant to this Article. The Employer shall use a standardized form developed by the JCAA to report, to the Union, all positions that are filled without a competition.

16.11 Each department shall post a list of all instructors of record in the department.

16.12 Each department shall develop and retain a list of all Contract Instructors per course, along with a list that indicates whether the Contract Instructor was hired due to incumbency, seniority, an Article 17 appointment and/or open competition. This list shall be made available to Contract Instructors upon request.

ARTICLE 17 - APPOINTMENT 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 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 or incumbency cannot be used unless the employee is subsequently appointed to a position pursuant to Articles 16.3 (a) – (e).

17.4 No doctoral student or postdoctoral fellow may be assigned more than two (2) credits (or equivalent) lifetime 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 an employee is assigned to a course for which another employee meets the criterion in Article 16.4, the other employee shall be offered another available position for which she/he is qualified and most senior. If no such position is available, the employee will be credited with seniority for that course.
- 17.7** Displacement of employees who meet the criterion in Article 16.4 shall not exceed 1.5 full courses (or equivalent) in any one 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 graduate student or postdoctoral fellow pursuant to this Article. The Employer shall maintain a record of the number of courses taught by each graduate student or postdoctoral fellow pursuant to this Article.

ARTICLE 18 - STUDENT TEACHING EVALUATIONS

- 18.1** Recognizing that the establishment of a high-quality classroom learning environment is beneficial to both parties to this Agreement, student teaching evaluations shall be conducted in all classes having enrolments of five (5) or more students. The instrument used, and the information required, will be the same as for full-time academic staff.
- 18.2** Where the student teaching evaluation score in any course falls below 4.0 on the overall summative question, the department head shall discuss the circumstances with the employee, in order to determine whether the evaluation was anomalous or whether an action plan is required. Where the department head determines that an action plan is required, such a plan shall be developed, in consultation with the employee, and the departmental head may require that support be put in place to assist the employee that may include, among other things, advice and assistance from the Educational Development Centre or from peers. The department head may also require that a supplemental 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. Where an employee receives a second teaching evaluation below 4.0 on the overall summative question, in a course for which an action plan has been developed for that employee not more than four years previously, the evaluation may be used as evidence of unsatisfactory teaching and the employee may be disqualified from that course at the discretion of the Dean in consultation with the department head.
- 18.3** (a) Student teaching evaluations shall be conducted in all courses having enrollments of five (5) or more students.

- (b) The data from all courses shall be compiled to determine department, faculty and University norms as required.

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:
- appropriate space and use of other facilities, services and equipment;
 - library, computing and audio-visual facilities;
 - allocation of classrooms equipped with AV equipment, including VCR and slide projector;
 - office supplies, and access to e-mail, photocopying, and mail services; 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 19.1a) for the purpose of preparation for courses to be taught in a subsequent term. Such access shall cease at the conclusion of the academic year in which the course is taught.
- (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 Revenue Canada (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.

Such access shall cease at the conclusion of the academic year in which the appointment occurs.

19.5 Employee Assistant Fund

Student Contract Instructor(s) shall have access to the Employee Assistance Fund set out in Article 24 of the Collective Agreement with CUPE 4600 (Unit 1).

ARTICLE 20 - PROFESSIONAL DEVELOPMENT/BOOKS & SUPPLIES

20.1 Effective September 1, 2010, the employer agrees to provide a fund of seventy thousand dollars (\$70,000) per year to be administered by the JCAA, to support teaching-related professional development activities, and for the purpose of off-setting the cost of such books and material 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.

ARTICLE 21 - LEAVES OF ABSENCE

21.1 Where an employee is unable to perform scheduled duties, s/he shall, as soon as possible, notify the department head and shall provide the reason for the absence. The employee shall, in consultation with the department head, endeavour to reschedule those duties or make other arrangements which, subject to the approval of the department head, may include providing a substitute or trading assignments with another employee.

21.2 Where an absence due to illness is accommodated in accordance with Article 21.1, the employee shall suffer no loss of stipend for such absence of up to 2 calendar weeks in any academic session.

21.3 Where an absence for compassionate reasons is accommodated in accordance with Article 21.1, the employee shall suffer no loss of stipend for such absence of up to 1 calendar week 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 pro-rated to account for the amount of the work assignment not performed.

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

- 21.6** An employee shall reschedule duties or make other arrangements in accordance with Article 21.1 in order to attend an academic conference. The employee shall notify the students and the Department Head two (2) weeks in advance. The employee shall suffer no loss of stipend for such absence of up to 1 calendar week in any academic session.
- 21.7** Employees shall be eligible for maternity or parental leave in accordance with the Employment Standards Act.
- 21.8** No employee covered by this agreement shall be required to work on any of the following holidays: Family Day, May Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, New Year's Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday. Neither shall any employee be required to work on any day on which the University is closed in accordance with the schedule in the academic calendar.
- If any other day, such as Remembrance Day by way of example, is proclaimed by the federal, provincial or municipal governments as a statutory holiday, it shall be added to the holidays stated above and May Day shall be removed from the holidays stated above so that the current number of eleven (11) statutory holidays shall be maintained.
- 21.9** An employee shall be entitled to observe holidays of the employee's religion other than those specified above. Employees shall arrange with their department head, at least 30 days in advance of the absence, to reschedule assigned duties and student contact hours.
- 21.10** The Employer shall arrange an employee's work assignment, or arrange an exchanges of duties with other employees as necessary, to enable a male employee to have up to three consecutive days free of duties on the occasion of the birth of his child.

ARTICLE 22 - SALARY

- 22.1** Effective September 1, 2010, minimum stipends shall be twelve thousand four hundred seventy-four dollars (\$12,474) for a full course and six thousand two hundred thirty-seven dollars (\$6,237) 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.

Effective September 1, 2011, minimum stipends shall be twelve thousand six hundred sixty two dollars (\$12,662) for a full course and six thousand three hundred thirty-one dollars (\$6,331) 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.

Effective September 1, 2012, minimum stipends shall be twelve thousand nine hundred sixty-six (\$12,966) for a full course and six thousand four hundred eighty-three dollars (\$6,483) 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 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.

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

- not less than 3 weeks before class \$500
- less than 3 weeks but more than 1 week before class \$600
- 1 week or less before class \$900

22.4 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 employee's choice for payment by direct deposit.

22.5 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. An employee teaching a course on CUTV shall be paid in accordance with Article 22.1.

- 22.6** Where a Contract Instructor contract is offered to an employee for supervision of honours research theses, 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.
- 22.7** Where the Registrar's Office grants approval for a student to defer a final exam or assignment beyond the end of the period of the contract for an employee, all employees required to mark deferred assignments or final exams shall be compensated in the amount of one hundred fifty dollars (\$150) per student.

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.

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, 2013. 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 60 days and not more than 120 days prior to the expiry of this agreement.
- 24.3** The parties shall meet within 20 days from the giving of the notice or within such further period as the parties agree upon and they shall bargain in good faith and make every reasonable effort to make a Collective Agreement.

ARTICLE 25 - NEGOTIATION PROCEDURES

- 25.1** The Employer shall recognize a Union bargaining committee of not more than 5 employees who are employees or who were employees under the most recent agreement.
- 25.2** 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.
- 25.3** 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.
- 25.4** Meetings shall be held at a time and place fixed by mutual consent.
- 25.5** 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 full credit courses or equivalent in the bargaining unit during the previous thirty-six (36) months, including at least one position during the twelve month period preceding application, shall be eligible during the subsequent twelve months for a tuition fee waiver for Carleton University degree credit work, in a program to which they have been admitted. This may be either at the graduate or undergraduate level. The limit to the tuition fee waiver in the twelve month period is \$700.

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 (10) working days of its placement in University Affairs and the CAUT Bulletin and/or web sites.
- 27.2** (a) Each year, a bargaining unit member may request to meet with the Chair of the Department in which the member is employed to discuss career

possibilities for her/him and discuss what steps s/he might take to advance her/his career development. If so requested, the Chair of the Department shall meet 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 Chair/Director of the department prior to the application deadline to discuss his/her suitability for the position.

27.3 Where a member of the bargaining unit has been appointed to the maximum limit of courses allowed for a total of three (3) consecutive years in one academic unit, at the request of the member, the Dean 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 one Contract Instructor Teaching Award per year valued at \$1,500.

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.

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

FOR THE EMPLOYER:

FOR THE UNION:

Stephen Green

Tamy Superle

Colleen Boucher

Darryl Leroux

John Shepherd

Soheila Basshardoust

John Osborne

James Meades

Mat Nelson

John Gillies

Stuart Ryan

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LETTER OF UNDERSTANDING

The parties agree to discuss the issues involved in the professional advancement of the members of the bargaining unit at the JCAA.

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

FOR THE EMPLOYER:

Stephen Green

Colleen Boucher

John Shepherd

John Osborne

FOR THE UNION:

Tamy Superle

Darryl Leroux

Soheila Basshardoust

James Meades

Mat Nelson

John Gillies

Stuart Ryan

APPENDIX A

WHEREAS:

- Government funding for Ontario universities is unlikely to increase;
- The Union proposed a new clause for consideration into the collective agreement regarding medical benefits;
- Members of CUPE 4600 Unit 2 are not eligible for medical benefits under the employer's current plan;
- Contract Instructors at other Universities have access to medical benefits as part of their terms and conditions of employment;

NOW THEREFORE, the parties agree as follows:

- 1) Within one (1) month of the ratification of the collective agreement, the parties agree to establish a parity sub-committee of not more than six (6) members consisting of three (3) representatives of the Employer and three (3) representatives of the Union.
- 2) The joint sub-committee shall, through consensus, make recommendations in writing to the Provost regarding best practices in the provision of medical benefits for Contract Instructors.
- 3) The joint sub-committee shall report its recommendations to the Provost within nine (9) months of the ratification of this agreement. The University shall implement the recommendations by September 1, 2010.

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

FOR THE EMPLOYER:

Stephen Green

Colleen Boucher

John Shepherd

John Osborne

FOR THE UNION:

Tamy Superle

Darryl Leroux

Soheila Basshardoust

James Meades

Mat Nelson

John Gillies

Stuart Ryan

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Letter of Understanding Regarding Employment Insurance

For the sole purpose of Employment Insurance eligibility, an employee shall be deemed to have worked two hundred twenty-five (225) hours for a half-credit course and four hundred fifty (450) hours for a full-credit course.

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

FOR THE EMPLOYER:

Stephen Green

Colleen Boucher

John Shepherd

John Osborne

FOR THE UNION:

Tamy Superle

Darryl Leroux

Soheila Basshardoust

James Meades

Mat Nelson

John Gillies

Stuart Ryan