

# **COLLECTIVE AGREEMENT**

between



**THE UNIVERSITY OF OTTAWA**

and



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

**from September 1, 2022 to August 31, 2025**



**SYNDICAT DES ÉTUDIANT·E·S EMPLOYÉ·E·S**  
DE L'UNIVERSITÉ D'OTTAWA  
**UNION OF STUDENT WORKERS**  
AT THE UNIVERSITY OF OTTAWA

#### **YOUR UNION AT WORK**

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- your rights and benefits
- your working conditions
- your relationship with your work supervisor
- health and safety in your workplace
- and much more!

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## **Anishinàbe Ijigijowewin**

Manàdjichiganiwiwag Anishinàbeg Algonquin, ogor winawà wayeshkat kàbi nàgadawàbandamòwàdj iyo akì. Nigikikenindànànàn eko pinawìgo kì chinawenindamòwàdj iyo akì eteg iyo ombàkonigan Kichi Kikinàmàdinàn Ottawa kaye CUPE 2626 eji màdjìshkàg, ega wìkàd Anishinàbeg kì mìgiwewàdj ondakiwà. Nimanàdjìyànànìg kakina Wiyagi Anishinàbeg ondaje, kaye kakina enigokwàg Canada, ogor tanakìdjìg ondaje Ottawang. Onisidawinawàwàn pemiwidònidj kikenindamàwin weshkinìgìgdjìg kaye kichàyàg. Ni manàdjìyànànìg ogor kàbi nìgànìdjìg wayeshkat, nongom, kaye pàdjìmosedjìg.

## **\* Indigenous Affirmation**

The Parties pay respect to the Algonquin Anishinaabe people, who are the traditional guardians of this land. We acknowledge their longstanding relationship with this territory, upon which the University of Ottawa and CUPE 2626 operate, which remains unceded. The Parties pay respect to all Indigenous people in this region, from all nations across Canada, who call Ottawa home. The Parties acknowledge the traditional knowledge keepers, both young and old. And we honour their courageous leaders: past, present, and future.



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# ARTICLE 1 INTRODUCTION

## 1.1\* **Definitions and Purpose**

**Academic Year:** the academic year shall be the period of twelve (12) months starting on September 1 and ending on August 31.

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

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

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

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

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

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

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

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

**End of student status:** the end of student status for undergraduate and graduate students occurs:

- a) when the Senate of the University of Ottawa has conferred the student their degree;
- b) when the student has left the University due to a University regulation requiring their withdrawal;
- c) when a graduate student does not register and has not obtained an approved leave;
- d) when an undergraduate student has not registered for more than six (6) consecutive terms.

**\*Exception Pay:** At the time of the ratification of this Agreement, an exception pay occurs every Friday and any payment requested prior to 12 p.m. on Wednesday is paid in the exception pay occurring on the Friday of the same week. It is understood that this definition is subject to change and the Union will be informed should this definition change.

**\*Full-time and part-time status:** for the purpose of this Collective Agreement, an Employee's full-time or part-time Student status is determined by their registration in their most recent previous term and is only changed (where applicable) at the time of their registration for the ensuing term.

If an Employee's status changes from full-time to part-time in the course of a term, they will be considered full-time until the end of the current term. If an Employee begins a Leave of Absence in the course of the term, their status will be determined on a case-by-case basis. It is understood,

however, that if an Employee begins a Leave of Absence for medical reasons, their status will be determined on a case-by-case basis, in collaboration with Health and Wellness as needed.

Full-Time Graduate Student: Full-time graduate students must:

- a. have been admitted to a graduate diploma or graduate program as full-time students;
- b. be enrolled full time and pay full-time fees;
- c. be pursuing their studies on a full-time basis;
- d. be in regular communication with their thesis supervisor and/or their program;
- e. be considered full-time graduate students by their program and their thesis supervisor.

Students may participate in off-campus academic activities (e.g., visiting libraries, conducting field research, attending a graduate course at another institution, conference) with the approval of the thesis supervisor or the graduate program director.

Graduate Student: Person who has been admitted to a graduate diploma or a program of study leading to a graduate degree at the University of Ottawa, and who is enrolled in one or more courses in that program. It is understood that students who have officially submitted their master's or doctoral thesis for evaluation are considered registered students until the final submission of their thesis.

OLRA: Ontario Labour Relations Act.

OLRB: Ontario Labour Relations Board.

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

Part-time Graduate Student: Part-time graduate students must:

- a. have been admitted to a graduate diploma or graduate program as a part-time students;
- b. be enrolled as, and pay fees for, part-time students;
- c. be enrolled in six course units or less per term, unless otherwise specified in the program's regulations.

Properly Formatted: describes documents that respect the format that the Parties agreed upon for those specific documents. This format varies depending on the article and the purpose, but is electronic and machine-readable by default.

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

Soft-funded research bursary: A research bursary paid to Students from sources other than the University's operating funds; as a condition of receiving the bursary, Students are assigned a duty, assignment or activity that is directly related to the major work required to fulfill the requirements of the Student's program of study.

Spouse: for the purpose of this Collective Agreement, "spouse" is a person to whom the member is married, or, notwithstanding the member's marital status, a person with whom the member is cohabiting, provided that the member has been cohabiting with that person in a conjugal relationship for a period of at least 1 year, or, if less than 1 year, where they have become the natural or adoptive

parents of a child. For the purposes of insured benefits, only one spouse will be eligible at any given time as indicated by the Employee on their benefits application form. Where the information is not contained on the Employee's application, the person who qualifies last under the insurance policy's definition of spouse will be the eligible spouse.

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

Thesis Director: the professor or professors authorized to supervise or co-supervise a Student during the preparation of their Master's thesis or Ph.D. dissertation.

\*Supervisor: The immediate Supervisor of an Employee as part of their work contract. The supervisor guides the work of Employees. An Employee's Thesis Director is not by default their Supervisor; however, it is possible for an Employee to obtain a contract with their Thesis Director as their Work Supervisor.

Term: a period during which the academic activities of the University take place.

Two-Year (2-year) Master's Program: Any Master's program clearly identified as a two-year (2-year) Master's program in the Calendar of the University. In addition, any Student registered in a Master's program with thesis who has registered as a full-time Student for five (5) consecutive terms shall be considered to be in a two-year (2-year) Master's program for the purposes of 18.7.3.

Undergraduate Student: Person who has been admitted to a program of study leading to an undergraduate degree or certificate at the University of Ottawa, and who is enrolled in one or more courses in that program.

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

Unit: any administrative unit of the University of Ottawa, including academic units or non-academic services in which Employees of the Bargaining Unit may be employed.

University: University of Ottawa.

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

\*Year of study: three (3) consecutive terms of study, starting with the initial registration but not including any term on leave.

## **1.2\* Purpose of this Agreement**

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

In this Agreement, the pronouns "they/them/theirs" are used to denote gender neutral persons both singular and plural.

The French language typically does not allow, unlike English, to designate a person or a group by a neutral pronoun. However, neologisms that are neither feminine nor masculine have increasingly been used. The Parties agree to use these neologisms once they are accepted by a governing authority. Until then, if a simple or clear epicene formulation cannot be found by the Parties, a female formulation will be used. We recognize that this gap in language does not adequately represent transgender and Two-Spirit members or those who do not identify with a binary gender identity.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

- 2.1** The management of the University and the direction of the working force is vested exclusively in the Employer except as limited by the terms of this Agreement.
- 2.2** In exercising its rights and in conducting its employment relations, the Employer shall act reasonably, non-discriminatorily, and in good faith.



## **ARTICLE 3**

### **SCOPE**

- 3.1** As per the May 20th, 1997 decision of the OLRB, included in the Bargaining Unit of the Union are: all Employees of the University of Ottawa, in the Regional Municipality of Ottawa-Carleton employed as Teaching Assistants, Tutors, Demonstrators, Markers, Research Assistants, Proctors and Lab Monitors, save and except any person for whom a trade Union held bargaining rights on the date of the Application, March 27, 1997. It is understood by both Parties that Research Assistants funded through monies awarded to professors by external agencies are members of the Bargaining Unit.
- 3.2** The Parties agree that it is a condition of employment for all Employees that they be Students registered at the University of Ottawa.
- 3.3** Graduate Students working as Research Assistants who receive employment income as per Article 3.1 from monies awarded to a professor or a group of professors by an external agency are included in the Bargaining Unit and are protected by this Collective Agreement, other than the exceptions mentioned in Article 30.
- 3.4** Students who, as a condition of receiving a bursary are assigned a duty, assignment or activity that is directly related to the major work required to fulfill the requirements of the Student's program of study as set out in the appropriate calendar, are excluded from the Bargaining Unit and are not subject to any of the provisions of the Collective Agreement.
- 3.5\*** It is understood that Soft Funded Research Bursary (SFRB) duties are not to include any of the following types of work:
- Teaching or teaching assistant duties
  - Marking, demonstration, lab monitoring, tutoring and proctoring
  - Duties normally performed by Employees hired as research assistants for the purposes of 3.3.

## **ARTICLE 4 JOB CLASSIFICATIONS**

**4.1** All Students employed in any of the jobs corresponding to any of the classifications set out in 4.3 below shall be included in the Bargaining Unit.

4.1.1 It is understood that there are persons employed by the University in existing job classifications not included in the Bargaining Unit who carry out research and perform tasks related to research activities. It is understood, however, that if a Student of the University is hired to carry out research activities, that Student shall be classified as a Research Assistant pursuant to 4.3.5 and shall be part of the Bargaining Unit.

4.1.2\* It is understood that there are persons employed by the University in existing job classifications not included in the Bargaining Unit who carry out teaching assistance, lab monitoring, or demonstrating and perform tasks related to teaching assistance, lab monitoring, or demonstrating. It is understood, however, that if a Student of the University is hired to carry out teaching assistance, lab monitoring, or demonstrating that Student shall be classified as a Teaching Assistant pursuant to 4.3.5 and shall be part of the Bargaining Unit. It is further understood that if a full-time employee undertakes studies as a Student this provision shall not apply.

**4.2** The University will create no new job classifications, including but not limited to supervision of existing classifications, for Students that include in their job description tasks that are included in the job classifications set out in 4.3 without the written consent of the Union. When job classifications are changed or new ones created that include in their job descriptions tasks listed in the classifications under 4.3 below, the Union will be notified in writing as soon as possible by the University.

### **4.3 Classifications**

4.3.1 Teaching Assistant/Demonstrator/Lab Monitor

Shall be defined as a Student hired to assist in the presentation or delivery of a course, or several sections of the same course or to demonstrate, supervise, and/or monitor a laboratory or class or several sections of the same laboratory or same class and who may perform any or a combination of duties including but not limited to: teaching assistance, correcting, demonstrating and monitoring labs, conducting discussion groups or problem sessions, attending lectures if so instructed by the Supervisor in the context of their contract, consulting with individual Students, proctoring and tutoring.

The Parties agree that exam proctoring tasks included in a teaching assistant contract can be assigned to courses other than the one for which the Member was hired.

No Employee shall be asked to replace or substitute for their Supervisor or another professor, nor shall any Employee be asked to perform the work of a professor such as teaching core material or replacing the professor unless mutually agreed upon in writing or by electronic mail. Whenever possible, a three (3) Working Days' notice shall be provided.

The purposes of such a short term replacement may be:

- a) To gain university-level teaching experience, under the guidance of the course Supervisor or;
- b) To replace the Supervisor, once per term for a maximum of three (3) in-class hours, when no short-term replacement can be found and when this would result in the need to reschedule the class.

When temporarily replacing a professor, Employees are paid at two (2) times the graduate Teaching Assistant wage rate, including preparation time.

For the purposes of this Article, "teaching core material" refers to teaching material that satisfies the course objective as stated in the syllabus, rather than demonstrating, illustrating, or elaborating upon this material.

4.3.2 Tutor

Shall be defined as a Student hired to consult, conduct one or more remedial tutorial sessions or tutor individual Students.

4.3.3 Corrector (Marker)

Shall be defined as a Student hired to mark, grade, calculate and record grades of Students' work.

4.3.4\* Proctor

Shall be defined as a Student hired to invigilate during one or many examinations, and when required, to perform other related duties including but not limited to bringing exams to the examination room, distributing exams to Students, collecting exams at the end of the examination, placing the exams in order, coordinating other proctors, and delivering the completed exams to the appropriate place.

4.3.5 Research Assistant

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

## **ARTICLE 5 UNION RECOGNITION**

- 5.1** The Employer recognizes CUPE as the sole and exclusive Bargaining Agent and representative for all members of the Bargaining Unit as set out in paragraph 3.1 of the Agreement.
- 5.2\*** The Employer shall not meet with any individual or group of individuals undertaking to represent the Union without the proper written authorization of the Union. Furthermore, no Employee shall be required or permitted to make an agreement with the Employer or any of its representatives which may conflict with the terms of this Agreement, without the proper written authorization of the Union.
- 5.3** In order that the above may be carried out, the Union shall provide the Employer in writing with the names and position titles of its Officers, the names and jurisdiction of its stewards, and its representatives. Likewise, the Employer shall provide the Union with a list of its designated authorities who are authorized to deal with the Union and their respective jurisdictions.
- 5.4\*** These lists, including University mailing addresses, telephone numbers, and e-mail addresses (if any), shall be Properly Formatted and forwarded to the Union.

## **ARTICLE 6 UNION SECURITY**

**6.1\*** As a condition of continued employment, all Employees and all future Employees shall become and remain members in good standing of the Union under its constitution and bylaws. When the Employer sends information regarding their contracts to the Employee, the Union shall be copied. The notification sent shall include:

- The name of the Employee
- The Employee ID
- The Unit or Supervisory Organization where the offered position is attached
- The category of employment (job profile) under which the employee is hired
- The start date of the contract
- The end date of the contract
- The activity for which the employee is hired
- The total number of work hours

**6.2\*** Notwithstanding the foregoing, the Parties agree that the Employer may hire non-Students for posted positions when no qualified Student applies for such a position. The Employer will make a reasonable effort to ensure that these positions are filled by Students first. It is understood by the Parties that such non-Students shall not be included in the Bargaining Unit of CUPE Local 2626 provided that:

- a) such non-Students are paid the basic rate for the relevant position as set out in the Collective Agreement minus the amount that would normally have been collected as CUPE Local 2626 dues had these non-Students been members of the Bargaining Unit and of Local 2626;
- b) once monthly the University forward to CUPE Local 2626 a Properly Formatted list of the names of all such non-Students, their Employee number, the dates of their employment, the category of appointment, the Unit and faculty in which they are employed, and the amount equivalent to the dues that would have been collected for each of them had they been members of the Bargaining Unit; and,
- c) the Employer remit to CUPE Local 2626, at the end of every month, the amount equivalent to the dues that would have been collected from such non-Students had they been members of the Bargaining Unit.

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

**6.3\*** The Employer agrees to inform all applicants that a Collective Agreement is in effect by including on each posting the Web URL where they can consult a copy of the Agreement. Additionally, the Employer agrees to include with each Member's notification of appointment, pursuant to Article 18, Postings and Appointments, an information kit prepared by the Union and including the Web URL where members can consult a copy of the Agreement. The Employer will also include in each notification of appointment the link to the application for membership to CUPE2626 to new Employees in order for them to become members in good standing. The Employer shall include in the notification of appointment an information sheet, which the Parties will collaboratively create and update,

informing members of their employee numbers, Employee email accounts, how to access them, and providing other relevant information, such as access to Workday.

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

**6.5\*** The Employer shall remit the amount deducted to the Treasurer of the Union within 10 Working Days after the end of the month in which deductions were made and at the same time forward a Properly Formatted list providing, for each Bargaining Unit Employee the list of the persons from whom the deductions were made, the amount deducted, and the salary on which the amount was deducted.

**6.6\*** Within ten (10) Working Days following the end of every month, the Employer shall forward the list of all Employees having an active contract during that month. The list shall include:

- the name of the Employee
- their Employee number
- their phone number
- the local or permanent address as furnished by the Employee
- the Employee's University e-mail address and Student e-mail address
- the Unit where the Employee is employed
- the Employee's status as undergraduate, graduate or non-Student
- the preferred language of correspondence
- the category of employment (as reflected on payroll files)
- Student number
- program of study code
- citizenship type
- a reference to whether the applicant obtained the position based on 18.7, 18.5.1 (ii) or Article 30 or under 6.1 (b)
- the effective date of the contract on payroll files
- the contract number
- the number of Students registered (if applicable), and
- the list of applicants for positions where non-Students were hired.

All forwarded lists will be Properly Formatted.

**6.7\*** The Union may make a written request to the Employer for an electronic copy of the relevant Job Description(s), and applications, for its review when advising on a potential grievance concerning an Employee or a group of Employees or when dealing with a potential policy grievance. Upon receipt of the Union's request, the Academic Labour Relations shall send the information to the Union within ten (10) Working Days of receipt of the request or a reasonable timeframe agreed by both Parties.

## **6.8 Disclosure of Financial Information**

**6.8.1\*** On October 31 of every year the Employer agrees to provide the Union with the following information for each month of the previous fiscal year:

- 1) Total value of actual salaries paid to CUPE members as set out in article 32;
- 2) Total value of Tuition Support Benefit disbursed to CUPE members as set out in article 26.3;
- 3) A financial report indicating the amount of monies deposited in the Conference Fund as set out in article 27.2 and the disbursements from the Fund for each application that was approved;
- 4) Total value of Employee's Financial Aid Fund as set out in article 27.1;

5) Total value of payments to the Health and Dental Benefits as set out in article 26.1.

6.8.2\* The Employer will make every effort to calculate the value of benefits paid out for pregnancy leave as set out in article 24.8.

**6.9\* Bargaining Information**

The Employer shall make available to the Union, upon written request and within a time mutually agreed to by the Parties, such information as the Parties may reasonably agree is necessary for the purpose of collective bargaining, providing such information does not violate a confidence and is not reasonably attainable through the Union's own resources.

## **ARTICLE 7 UNION SERVICE**

- 7.1\*** In recognition of the fact that service for the Union can limit the ability of Employees to make themselves available for full employment, the Employer agrees to pay the Union by 30 September of each year the equivalent of six and one third (6.33) Full Appointments at the level of Teaching Assistant. In years when the Collective Agreement must be renegotiated, the Employer agrees to pay the Union the equivalent of an additional two (2) Full Appointments at the level of Teaching Assistant, to be paid thirty (30) days after Notice to Bargain.
- 7.2** The Union shall advise the Employer in writing of all members of the Union bargaining committee. The Parties agree to schedule negotiating sessions so that the work schedules of Employees are not unnecessarily disrupted. Nevertheless, where the Parties agree to a negotiating session that is in conflict with an Employee's work schedule, the Academic Labour Relations shall notify the Supervisor(s) of the Employee(s) that the absence of the Employee has been authorized by the University as a paid leave.



## **ARTICLE 8 CORRESPONDENCE**

- 8.1\*** To maintain the confidentiality of discussions, address potential privacy issues and ensure a healthy work environment for all Employees of the University of Ottawa, all correspondence between the Parties arising out of or incidental to this Agreement, except where otherwise expressly provided in this Agreement, shall pass between the designated Officer of the Union, CUPE Local 2626 and Academic Labour Relations. Official correspondence delivered in paper form shall be on letterhead and hand-signed. Electronic communications will be preferred and will also be considered official; however, either party reserves the right to require a physical hand-signed version of any given item.
- 8.2** Where the Agreement specifies notice in writing or requires the exchange of correspondence, the use of the University's email and/or internal post system shall be considered sufficient.
- 8.3** For the purposes of the present Collective Agreement, and in the absence of proof to the contrary, receipt of any notice or other correspondence shall be deemed to have occurred five (5) Working Days after the date of expedition.
- 8.4** Where an Employee is on leave in accordance with this Collective Agreement, the Employer shall forward any notice or other documentation related to the Employee's status as an Employee to their last known mailing address and email address.
- 8.5\*** A copy of all correspondence from the Employer or its representative(s) to any Employee, relating to appointments or the terms and conditions of appointment other than a letter of appointment when it corresponds in all significant respects to the job posting shall be forwarded to the Union. The Union Representative(s) may consult an Employee's Personnel File in the presence of an Employer representative during regular Unit business hours, after giving five (5) days notice and upon presentation of written consent of the Employee and may obtain, at Union expense, copies of any document therein.
- 8.6\*** A copy of the following Policies shall be retained on the University website and an electronic copy shall be provided to the Union:
- University of Ottawa - Prevention of Harassment & Discrimination
  - University of Ottawa - Violence Prevention
  - University of Ottawa - Environmental Policy
  - University of Ottawa Procedure - Complaints of Harassment & Discrimination initiated by employees
  - University of Ottawa - Sexual Violence Policy
  - University of Ottawa – Electronic Monitoring Policy

## **ARTICLE 9**

### **LABOUR/MANAGEMENT COMMITTEE**

#### **9.1 Labour/Management Committee**

##### **9.1.1 Composition**

The Union and the Employer acknowledge the mutual benefit of joint consultation and agree therefore that there shall be a joint Labour/Management Committee. Each Party shall designate three (3) or more persons to attend meetings and shall determine the capacity (representatives, counsellors, observers, etc.) in which they are attending.; it is understood that up to only three (3) designates of each party may vote, where an equal number of voters are present for both Parties, and that the designates need not be members of the Bargaining Unit or of management. Each Party shall designate one of its representatives as co-chairperson, and the two persons so designated shall alternate in presiding over meetings. Meetings shall be scheduled in advance for a period of one year on dates and at times and locations mutually satisfactory. The committee will meet every six (6) weeks with the first meeting of the year being held in September and the last in August. Topics to be discussed together with the list of persons attending and the capacity in which they shall attend shall be provided to each other at least seven (7) calendar days prior to the meeting. Should one of the two Parties not have any points to add, it must advise the other party within the same time period. Either party may cancel the scheduled meeting by mutual agreement. Additionally, urgent or special meetings may be called at the request of either party including the topic(s) to be discussed and the persons expected to be present. Such meetings shall take place, at a mutually agreeable time, within ten (10) Working Days of the receipt of the request for the meeting.

##### **9.1.2 Functions**

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

**9.1.3** Meetings shall not be used to discuss matters which are the subject of a grievance nor to discuss any matters which are, at the time, the subject of collective bargaining.

**9.1.4\*** The Parties will have the opportunity to discuss environmental protection and sustainable practices in the workplace when the opportunity arises at the Labour/Management Committee.

**9.2** The Parties agree to form committees as required by other articles in this Agreement.

**9.3\*** With regards to documentation for the Board of Governors and Senate, the Employer will provide the Union, the public agenda and accompanying materials for meetings. The Union agrees not to distribute the materials unless the University has already published them on their website. If the Union wishes to express concern either to the Board of Governors or to the Senate, the Union may transmit the appropriate number of copies of its submission to the Secretary of the University, who shall ensure that copies are distributed to members of the Board and/or of Senate.

**9.4** Chairs of Academic Units shall make available to appropriate Union stewards or Union designates copies of agendas and minutes of departmental assembly meetings, at the time when these are made available to departmental members, provided the steward or designate identify themselves in writing to the Chair.

## **9.5 Meetings with Units**

- 9.5.1\* Once every fall and winter term, the purpose of the Labour/Management Committee will be to discuss implementation of this Collective Agreement by a Unit.
- 9.5.2\* The Union and the Employer will determine the Unit to be reviewed no later than the first Labour/Management Committee meeting after the beginning of the term. The meeting with the designated representative(s) of the selected unit shall occur no later than thirty (30) days following the selection.
- 9.5.3\* The designated representative(s) from the Unit undergoing the review, two (2) representatives from Academic Labour Relations and three (3) representatives from the Union will be present at the meeting.

## **ARTICLE 10 NO DISCRIMINATION**

**10.1\*** The Employer and the Union agree that there shall be no discrimination, intimidation, interference, restriction, harassment, or coercion exercised or practiced with respect to any Employee in their workplace (including but not limited to teaching, research, office settings or any extensions of the workplace or workplace relationships) or in any matter concerning the application of the provisions of this Agreement by reasons of:

- a) age, race, ethnic origin, creed, colour, place of origin, ancestry, citizenship, language when related to one or more of the protected grounds under the Ontario Human Rights Code (including but not limited to accents, dialects or regionalisms)
- b) religious or political affiliation, activity or belief
- c) religious or cultural mode of apparel
- d) sex
- e) gender identity, gender expression, and gender presentation
- f) sexual orientation, sexual identity and sexuality
- g) civil, parental or family status (including de facto Unions, the adoption of a child, common law and same sex relationships)
- h) number of dependents
- i) receipt of public assistance
- j) record of offenses (except where the record is a reasonable and bona fide occupational requirement and therefore ground for discrimination because of the nature of the employment)
- k) academic orientation or school of thought (subject to Article 21.1)
- l) place of residence
- m) disability
- n) membership or non-membership in the Union, lawful activity or inactivity in the Union, or the exercise or non-exercise of rights under this Agreement
- o) actual or perceived membership in a group whose identity is determined by any of the grounds listed above
- p) or on any ground protected by the Ontario Human Rights Code, as amended.

These grounds shall be referred to collectively as “prohibited grounds” and it is understood that Indigenous peoples (First Nations, Métis, and Inuit peoples) are included in these protections.

The Employer and the Union further agree that discrimination, intimidation, interference, restriction or coercion need only occur once to be subject to the definition of harassment and a grievance as per Article 13.

**10.2\*** The Parties recognize that discrimination can be based on more than one ground, and that these grounds may intersect and produce unique experiences of discrimination. As such, the Parties further agree that interrelated actions, policies or procedures that do not have a discriminatory effect when

considered individually could have discriminatory effects under Article 10 based on one or more of the grounds when combined.

**10.3\*** Article 10.1 does not preclude any administrative policy or regulation, program or activity that aims at ameliorating the conditions of disadvantaged individuals or groups listed in article 10.1.

**10.4** The Employer and the Union agree that, after consulting with the Union, the University can implement or revise policies and procedures governing discrimination. However, these policies and procedures in no way alter this Agreement unless both Parties agree otherwise. In addition, the provisions of this Agreement take precedence over University policies and procedures in all matters related to Employee status and to the workplace.

**10.5\*** With respect to the interpretation of Article 10.1 and certain words used in the article, the Parties agree as follows:

a) "Sex/Gender/Gender Identity" includes but is not limited to the right to equal treatment without discrimination, intimidation, interference, restriction or coercion because an Employee (i) is pregnant or may become pregnant, (ii) is breastfeeding or (iii) is not cisgender (including but not limited to: transgender, non-binary, genderqueer, genderfluid, agender, intersex, Two-Spirit, etc.) where cisgender refers to a person whose assigned sex at birth matches with their gender identity.

b) "Disability" includes but is not limited to the right to equal treatment without discrimination, harassment, intimidation, interference, restriction or coercion because of any visible or invisible disability or impairment including but not limited to: physical disability, mental disability, Acquired Immune Deficiency Syndrome (AIDS), or a positive immune deficiency test (HIV) test.

**10.6** The Parties agree that there shall be no discrimination on the basis of language except where the lack of language competence would clearly prevent carrying out the required duties. The Parties also agree that language requirements as set out in postings that comply with the University policies and regulations on English/French bilingualism shall not be deemed discriminatory.

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

**10.8\*** The Employer undertakes that no Student who is or had been a member of the Bargaining Unit shall be penalized in their Student Status for the exercise of any of their rights under this Collective Agreement or by reasons of their membership or activity in the Union. It is further understood that nothing in the foregoing shall be construed so as to diminish or eliminate any academic obligation resulting from an Employee's Student Status.

**10.9\* **Complaint Procedure****

Complaints of discrimination shall follow Article 11.3, the Complaint Procedure of Harassment.

**10.10\* **Provisions for Employees with Disabilities****

The Employer shall ensure adherence to the Ontario Human Rights Code, or its successor legislation and to University Policy 119 on Accessibility which incorporates the University's obligation under the Accessibility for Ontarians with Disabilities Act.

The Employer has the duty to accommodate any and all disabilities, as outlined in the Ontario Human Rights Code if doing so does not cause undue hardship. This includes prioritizing the dignity of the Employee throughout the accommodation process.

Members are under no obligation to disclose their disability to their Supervisor, and will receive these accommodations through the Health and Wellness Office.

## **ARTICLE 11 NO HARASSMENT**

### **11.1\* Principles**

Each Employee has the right to work in an environment free of harassment and discrimination. Employees shall work in compliance with the obligations outlined in the Occupational Health and Safety Act. The Parties are responsible for fostering and maintaining an atmosphere free of harassment and discrimination at the University.

The values of University of Ottawa and Local 2626 of the Canadian Union of Public Employees uphold the practice of respect, fairness and courtesy and the importance of demonstrating human dignity within professional relationships. Success in the practice of these values will foster a safe and healthy workplace free of harassment.

### **11.2\* Interpretation**

The following definitions apply for the purposes of this Article and of Article 15.

**Harassment:** Harassment means engaging in a course of vexatious comment or conduct, that is known or ought reasonably to be known to be unwelcome. A single unwelcome incident, if serious enough, can be sufficient to support an instance of harassment. Harassment includes comments or conduct that intimidates, humiliates, undermines or dominates the other person by belittling, embarrassing or demeaning them or involves the use of abusive or threatening language. Harassment can be physical, psychological, verbal, visual or written, including but not limited to electronic media. It can involve individuals or groups. It may take the form of excluding an Employee from rights or privileges related to their employment and to which they are otherwise entitled and includes the threat of lodging a complaint as well as the threat of reprisals if a complaint is lodged.

**Workplace harassment:** Refers to harassment that occurs against an Employee in relation to this workplace. Workplace harassment does not include legitimate performance management of an Employee.

**Prohibited grounds:** Refers to the grounds listed in Article 10.1 and any other ground upon which discrimination is prohibited pursuant to the Ontario Human Rights Code.

**Personal harassment:** Refers to a form of harassment or sexual harassment that is not based on prohibited grounds.

**Harassment on prohibited grounds:** Refers to a form of harassment or sexual harassment that is based in whole or in part on one or more prohibited grounds.

**Sexual harassment:** Refers to a form of harassment that is deemed to include (but not restricted to) one or more of the following:

- a) sexual solicitation or unwanted sexual attention from a person who knows or ought reasonably to know that such attention is unwanted;
- b) implied or expressed promise of reward for complying with a sexually oriented request;
- c) implied or expressed threat of reprisal or actual reprisal for refusal to comply with a sexually oriented request;
- d) a sexual relationship which constitutes an abuse of power in a relationship of trust;

- e) a sexually oriented remark or behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work or study;
- f) sexual violence (defined as: any sexual act or act targeting a person's sexuality, sex, 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. It includes but is not limited to sexual assault, stalking, indecent exposure, voyeurism, sexual exploitation and rape).

Poisoned environment: The Parties acknowledge that a poisoned environment can develop where there is a course of vexatious conversation or conduct that may be reasonably perceived to create a negative psychological and emotional environment for work, including when the course of vexatious conversation or conduct originates in the sphere of study and has an impact on the workplace.

It may also mean a comment, conduct or surroundings based on grounds listed in the Code that create and maintain a negative, hostile, intimidating or offensive climate for work, including when such a comment, conduct or surroundings originate in the sphere of study and has an impact on the workplace. A single action can give rise to a poisoned environment.

### **11.3 Procedure**

11.3.1\* Any allegations of harassment and/or discrimination may be reported through the Employer's policies and procedures on Discrimination and Harassment and/or through the grievance procedure set out in Article 13 of the Collective Agreement.

In situations where a member elects to exercise their rights under both processes stated above, the Parties recognize that it would be generally beneficial to both Parties to place a grievance in abeyance until the completion of the Employer's process. The Union retains the right to decide whether they will proceed with regular grievance timelines or place their grievance in abeyance.

11.3.2\* In the event where allegations are reported through the Employer's policies and procedures on Discrimination and Harassment has not resolved the issue(s), the Parties agree that the issue(s) may be advanced to arbitration, pursuant to Article 14. Issues will be understood to include issues of merit and issues of procedure.

11.3.3\* At any point in the process of a complaint under the Employer's policies and procedures on Discrimination and Harassment, a grievance may be filed on procedural issues.

11.3.4\* If a party to a complaint of harassment and/or discrimination under Policy 67a (Prevention of Harassment and Discrimination), Policy 67b (Prevention of Sexual Violence), Procedure 36-1 (Complaints of Harassment/Discrimination initiated by Students), and Procedure 36-2 (Complaints of Harassment/Discrimination initiated by employees), or under any related or successor policies, is an Employee under this Collective Agreement, the University shall notify them of their right to Union representation at any time in connection with the complaint. If the Employee elects to retain Union representation, the Union will have access to all relevant information. An Employee may request to have a silent support person in any proceedings related to said complaint. For instance, an Indigenous Employee may elect to have an Elder present at the meeting as a silent support person. The Employee shall be responsible for making all arrangements for such support.

11.3.5\* If an Employee under this Collective Agreement is a party to a complaint made under Policy 67a (Prevention of Harassment and Discrimination) Policy 67b (Prevention of Sexual Violence), Procedure 36-1 (Complaints of Harassment/Discrimination initiated by Students), and Procedure 36-2 (Complaints of Harassment/Discrimination initiated by employees), or under any related or successor policies and does not elect to have Union representation, the University shall notify the



Union of the existence of complaints and provide the following information once per year within two (2) months after the end of each Academic Year:

- overall number of complaints involving a CUPE 2626 member,
- category of discrimination and/or harassment, according to the definitions set out in Articles 10 and 11 and applicable policy, and
- the prohibited ground on which the complaint is based, if any.

11.3.6\* No penalty

There shall be no penalty, reprisal, intimidation, interference, threat, restriction, or coercion (explicit or implicit) exercised against any Employee who exercises their rights under Policy 67a (Prevention of Harassment and Discrimination), Policy 67b (Prevention of Sexual Violence), Procedure 36-1 (Complaints of Harassment/Discrimination initiated by Students) and Procedure 36-2 (Complaints of Harassment/Discrimination initiated by employees), any related or successor policies, or under Article 13 of the Collective Agreement. Nor shall any Employee be explicitly or implicitly dissuaded from exercising their rights under such policies or under Article 13 of the Collective Agreement.

11.3.7\* Confidentiality

All Employees under this Collective Agreement who are a party to (or enquire into) a complaint/process under Policy 67a (Prevention of Harassment and Discrimination), Policy 67b (Prevention of Sexual Violence), Procedure 36-1 (Complaints of Harassment/Discrimination initiated by Students) and Procedure 36-2 (Complaints of Harassment/Discrimination initiated by employees), or any related or successor policies, or under Articles 13 or 14 of the Collective Agreement have the right to confidentiality consistent with the University and the Union's need to respond appropriately to the situation. This means that information about the complaint is provided only to those who need to know in order to investigate and/or resolve the complaint. Where appropriate, the Employee has a right to be consulted before disclosure of any information is made and will be informed of any decision to disclose and to whom it was disclosed.

If a party to a complaint is an Employee under this Collective Agreement, the Union shall be considered as those who need to know. The Union shall maintain the confidentiality of information exchanged.

11.3.8\* Interim Measures

Where a complaint/process under Policy 67a (Prevention of Harassment and Discrimination), Policy 67b (Prevention of Sexual Violence), Procedure 36-1 (Complaints of Harassment/Discrimination initiated by Students), Procedure 36-2 (Complaints of Harassment/Discrimination initiated by employees), any related or successor policies, or under Articles 13 or 14 of the Collective Agreement has been initiated, an Employee under this Collective Agreement may request that interim measures be taken in order to stabilize the situation, pending the outcome of the complaint/process.

The Employee will not lose any wages, rights or benefits set out in this Collective Agreement as a result of this arrangement.

11.3.9\* Policies

The Employer shall ensure that an up-to-date copy of Policy 67a (Prevention of Harassment and Discrimination), Policy 67b (Prevention of Sexual Violence), Procedure 36-1 (Complaints of Harassment/Discrimination initiated by Students) and Procedure 36-2 (Complaints of

Harassment/Discrimination initiated by employees), and any related or successor policies, are available in faculties and Units and on the University website and in other format upon request.

New Employees shall be made aware of the existence of these policies at the time that they are hired.

## **ARTICLE 12**

### **NO STRIKES / NO LOCKOUT**

- 12.1** The Union undertakes that there will be no strike and the Employer undertakes that there will be no lockout so long as this Agreement continues to operate. The meaning of the words strike and lockout shall be as defined in the current OLRA.
- 12.2\*** In the case of a strike called by another Union at the University:
- a) The Employer agrees that it shall not request, require, or direct Employees to cross a picket line to do any of the work of striking or locked-out employees of the University; nor shall it request, require, or direct Employees to do any of the work of striking or locked-out employees of the University on other premises.
  - b) An Employee shall suffer no loss of pay provided they follow the directives issued by University Protection Services.
  - c) The University Protection Services directives shall be posted on all CUPE Local 2626 bulletin boards and on the University's Website, and a copy shall be forwarded to the Union. The directives shall deal only with the crossing of picket lines and with the performance of the Employees' own duties.
  - d) 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 the University Protection Services and follows reasonable instructions received from that office.
- 12.3** No Employee shall suffer any loss of pay, be disciplined, or penalized in any way for exercising their rights under this Article. It is understood that nothing in the foregoing shall be construed so as to diminish or eliminate any academic obligation resulting from an Employee's Student Status.

## **ARTICLE 13 GRIEVANCES**

### **13.1\* Definitions**

#### 13.1.1 Grievance

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

#### 13.1.2\* An individual grievance may be initiated by an individual.

#### 13.1.3\* A group grievance results from a consolidation of similar individual grievances seeking a common redress.

#### 13.1.4\* A policy grievance, defined as a grievance involving a question of general application or interpretation of this Agreement, shall be initiated by the Union.

### **13.2\* Grievance Procedure**

#### 13.2.1 The Employer acknowledges the rights and duties of the Union Officers and Stewards to assist Employees in preparing, drafting and presenting a grievance in accordance with the Collective Agreement. An Employee may request to have a silent support person in any proceedings related to said grievance. For instance, an Indigenous Employee may elect to have an Elder present at the meeting as a silent support person. The Employee shall be responsible for making all arrangements for such support.

#### 13.2.2\* Informal Process

If an Employee or the Union has a complaint that they wish to resolve through an informal process they shall advise their Supervisor or other appropriate workplace authority of the nature of the complaint. The Employee has the right to be accompanied by a Union representative and the Supervisor may be accompanied by a person of their choice at any meeting arranged to discuss the complaint. Any meetings arranged shall be informal in nature, and their purpose shall be to make the Parties aware of the complaint and to give both Parties the opportunity to resolve the issue(s).

#### 13.2.3\* Formal Process

If the complaint is not resolved informally, or when the complainant chooses not to pursue the informal complaint process, a grievance shall be set forth submitted in writing, on a form agreed upon by the Parties, signed by the complainant, now a *grievor*, and a Union representative. This grievance form shall be submitted by the Union to the Academic Labour Relations sector, no later than forty (40) Working Days after the complainant became aware of or reasonably ought to have been aware of the circumstances giving rise to the grievance, or, in the case of a policy grievance, after the Union became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance. A grievance submitted after the required period shall not be unreasonably denied. At this point, the written grievance shall contain the details of the grievance, a statement of the matter in dispute, the specific provision(s) of the Agreement that allegedly has been violated, the resolution sought and the common periods of availability of the grievor and the Union representative accompanying them. The Academic Labour Relations sector shall hold a meeting with the grievor and a Union representative within fifteen (15) Working Days of receiving the grievance to discuss the grievance. Academic Labour Relations shall provide a written response to the grievor and Union representative within fifteen (15) Working Days after that meeting.

#### 13.2.4\* If the grievance is neither settled during the formal process, nor withdrawn in writing, it may be taken to arbitration by either party, pursuant to Article 14, provided a written notice signed by the appropriate

representative is submitted to the other party within twenty (20) Working Days of receipt of the Academic Labour Relations' sector reply as set out in the Formal Process. The written notice shall include the written grievance as set out in 13.2.3.

13.2.5\* In the context of individual grievances, it is understood that informal and formal grievance meetings shall be conducted in the preferred official language of the grievor.

### **13.3\* Time Limits**

13.3.1\* The Parties agree to follow the Grievance Procedure in accordance with the steps, time limits and conditions contained herein. The time limits set out in this Article may be extended by the expressed mutual agreement of the Parties. Such an extension shall not be unreasonably withheld.

### **13.4\* Decision Not To Grieve**

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

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

### **13.5\* Further Provisions**

13.5.1\* The Parties agree that the identity of the grievor(s) shall be made available only on a need to know basis up to the time that the matter is in arbitration. The need to know shall be defined as the person receiving the grievance at each step, that person's administrative support staff, the grievor's employment Supervisor, the Dean and excluded Vice-Dean of the Faculty concerned and the Academic Labour Relations sector. The consent of the individual will be required for other individuals to be informed.

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

13.5.3\* For good and valid reasons, the Parties may agree to waive the requirement for the grievor to sign the grievance or for the grievor to attend the dispute resolution meetings; such agreement shall not be unreasonably withheld.

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

13.5.5\* The Parties agree

- a) that more than one representative from either the Union or the Employer may be present at any of the meetings referred to in this Article;
- b) that only one such representative will be designated by the Union or the Employer as the official spokesperson.

## **ARTICLE 14 ARBITRATION**

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

14.1.1\* Single Arbitrator

Where the Union requests a hearing before a single Arbitrator, such a request shall be included in the notice provided for in Article 13.2.4. The Employer shall give a written reply to the Union, within ten (10) Working Days of the receipt of the notice, stating whether or not a single Arbitrator is acceptable.

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

14.1.3 Arbitration Board

If both Parties do not agree to arbitration before a single Arbitrator or if the Union so requests (where such a request shall be included in the notice provided for in Article 13.2.4), the arbitration shall be held before a three (3) person Arbitration Board. Each Party shall advise the other Party of the selection of its nominee to the Arbitration Board within five (5) Working Days of the receipt of the notice or of receipt of the reply of 14.1.1. The Parties shall then select a chairperson within ten (10) Working Days. If an agreement cannot be reached, either Party may request the appointment of a chairperson of the Arbitration Board by the Minister of Labour for the Province of Ontario.

### **14.2 Powers of the Arbitrator or Arbitration Board**

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

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

### **14.3 Other Provisions**

14.3.1 No person may be appointed as a nominee to an Arbitration Board or as an Arbitrator who has been involved in any attempts to negotiate or settle the grievance, or has been involved in disciplinary hearings against the Employee(s) involved.

14.3.2 Each Party shall bear the expense of its nominee and of costs related to the preparation and presentation of its own case. The fees and expenses of the chairperson of the Arbitration Board or single Arbitrator, and any other expenses incidental to the arbitration hearing shall be borne equally by the Parties.

14.3.3 Any of the time allowances set out in this Article may be extended by mutual agreement in writing. The Parties agree that such agreement shall not be unreasonably withheld.

- 14.3.4 All reasonable arrangements shall be made to permit the conferring Parties, the single Arbitrator, or the members of the Arbitration Board to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 14.3.5 In the event a single Arbitrator or Arbitration Board deals with a matter relating to discharge, suspension or disciplinary action, the single Arbitrator or the Arbitration Board has the authority to reinstate an Employee with or without compensation for wages and any other benefits lost, or to make any other award they or it may deem just and reasonable which would be consistent with the terms of the Agreement. The Employer agrees not to seek to have an Employee's earnings during a period of suspension or discharge deducted from any award made under this Article.
- 14.4\*** In the event of a dispute concerning the interpretation of an article in the Collective Agreement that the Parties are unable to resolve, the dispute may be referred directly to arbitration by either the Union or the Employer.

## **ARTICLE 15 DISCIPLINE**

- 15.1\*** The Employer shall not discipline, suspend without pay, or discharge except for just cause. In any grievance of a disciplinary action, the burden of proof of just cause lies with the Employer. The identity of the Employee being disciplined shall be made available only on a need to know basis.
- 15.2** The Employer agrees that no Employee shall be disciplined solely for failure to perform their duties because they are arrested and/or incarcerated provided that the Employee notifies their Supervisor of the situation and the expected duration thereof as soon as reasonably possible. The Employer, however, reserves the right to discipline an Employee for just cause for failure to perform their duties for reasons other than arrest and/or incarceration or for activities which may have been related to or coincident with the arrest and/or incarceration. It is understood that the Employer is not required to pay salary for work not performed during periods of incarceration outside of the periods provided for in Article 24.
- 15.3\*** The Employer accepts the concept of progressive discipline and agrees to impose discipline only in accordance with the provisions of this Article. It is understood that discipline shall not include suspension with pay as per Article 15.6.3. The fact and substance of disciplinary processes/investigations relating to the discipline shall be treated as confidential by the Employer.
- 15.4**       **Notification of Employee of the Possible Imposition of Discipline**
- 15.4.1\* When the Employer has grounds for discipline, the Employer shall forward a letter of allegation to the Employee within ten (10) Working Days, and shall notify the Employee in writing of the time and place of a meeting to discuss the matter, and shall advise the Employee of their right to Union representation. The date for the meeting as specified in the letter shall be no later than ten (10) Working Days from the date of which the letter is sent. Any relevant evaluation documents and copies or records of unsolicited complaint(s) against an Employee shall be promptly provided to them with proper confidentiality safeguards, where appropriate, and they shall be informed if an investigation will be conducted.
- 15.4.2\* The Employer shall forward to the Union a copy of letters and documents referred to in subsections 15.4.1 and 15.4.2 above.
- 15.5**       **Meeting Prior to the Imposition of Discipline**
- 15.5.1 The aim of the meeting referred to in subsections 15.4.1 is to provide the parties involved with an opportunity to exchange information and to resolve the matter informally.
- 15.5.2 If the matter is resolved informally, the resolution shall include an agreement as to which documents shall be amended or removed from the Employee's Personnel File.
- 15.5.3 If the matter is not resolved to the satisfaction of the parties involved, the Employer may impose discipline.
- 15.6**       **Imposition of Discipline**
- 15.6.1 When the Employer decides to impose discipline, the Employee and the Union shall be notified in writing of the nature of the discipline to be imposed and of the reasons for its imposition prior to the discipline taking effect.



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

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

## **15.7 Grievances Concerning Discipline**

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

15.7.2\* A grievance against a disciplinary measure shall be filed pursuant to the provisions of Article 13.

15.7.3\* Except in cases of very serious action(s), defined in Article 15.10, where the procedures set out in Article 15 are not followed, any discipline imposed shall be deemed invalid and no record of any such discipline shall be placed on the member's Personnel File and no record shall be kept of the discipline.

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

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

**15.10** The Parties agree that the phrase "very serious actions" in 15.6.2 and 15.8 includes but is not limited to gross misconduct, persistent and serious neglect of duties, harassment, sexual harassment (as defined in Article 11), discrimination (as defined by the provisions of Article 10), theft, and fraud. The University will inform the Union in writing before imposing any discipline taken for "very serious actions" including the reasons justifying the use of this article.

## **ARTICLE 16 COOP AND WORK STUDY**

**16.1** It is understood that the positions offered under the COOP Program and under the Work-Study Program will be posted solely on their dedicated Intranet websites (Navigator).

**16.2\* For Students hired under the Work-Study Program:**

The Employer recognizes that Students hired under the Work-Study Program whose job duties include research as defined at Article 4.3.5 are subject to the terms of the Collective Agreement.

**16.3\* For Students enrolled in a COOP Program and hired by the Employer, whether directly or through the Work-Study program:**

It is understood that COOP Students are required to follow the established order with respect to obtaining placements. It is also understood that COOP Students are typically hired for placements of four (4) months working full-time hours (generally 36 hours per week) and that such Students receive credits in order to get COOP recognition on their University of Ottawa diploma.

The Parties agree that Students enrolled in a COOP program and hired by the Employer whose job duties include research as defined at Article 4.3.5 and those whose job duties include teaching assistance as defined at Article 4.3.1 are subject to the terms of the Collective Agreement except for the following:

- i. Article 18 - Job Postings and Appointments
- ii. Article 31 - Assignment and Workload
- iii. Article 32 - Positions and Rates of Pay
- iv. All Appendices save for Appendix A.

**16.4\*** The Employer and the Union agree on establishing a reporting process for ensuring that the processing of contracts, whose job duties include research tasks as defined at Article 4.3.5 and those whose job duties include teaching assistance as defined at Article 4.3.1 of the Collective Agreement, under the Work Study Program and COOP Programs, is carried out transparently and in accordance with the Collective Agreement. This process includes, but is not limited to:

For the Work-Study Program:

CUPE 2626 shall have an account to have access to Work Study Program job postings.

The Employer will provide to the Union a report by the end of the months of June, October, and February of each year including all contracts that have been allocated under the Work Study Program in the past two (2) months, including a description of duties and the hiring department.

The Employer agrees to mention in the Work Study Program website that all contracts whose job duties include research tasks as defined at Article 4.3.5 and those whose job duties include teaching assistance as defined at Article 4.3.1 are subject to this Collective Agreement.

For the COOP Program:

CUPE 2626 shall have an account to have access to COOP Program job postings.

The Employer will provide to the Union a report by the end of the months of June, October, and February including all contracts that have been allocated under the COOP program in the past two (2) months, including a description of duties and the hiring department.

## **ARTICLE 17**

### **PERSONNEL FILE**

- 17.1\*** It is understood by the Parties that there shall be only one Personnel File and that it shall contain all documents related to the employment of the Employee, including evaluative materials.
- Additionally, an Employee file will be kept by Human Resources containing pay, contract, benefits and other related documents to be used for pay and human resources purposes only.
- 17.2\*** The Personnel File shall be located in the offices of the Employee's hiring Unit. Where an Employee is employed in more than one Unit or faculty, it is understood that there will exist a separate file in each hiring Unit.
- 17.3** Upon reasonable notice, any Employee shall have the right to have access to and to review their Personnel File during regular departmental business hours and may obtain, at their own expense, copies of any documents therein. Subject to the provisions of 17.7, former Employees shall have the right to access and review their Personnel File.
- 17.4\*** No document may be placed in the Personnel File unless the Employee has received a copy of the document, delivered by email.
- 17.5\*** Any Employee shall have the right to have their Personnel File corrected in the event of error or inaccuracy. They shall also have the right to provide a written response to any document contained therein and to provide additional material for inclusion in their Personnel File.
- 17.6** Information contained in any Employee's Personnel File can be released only to the Employer and its agents, except as otherwise required by statute.
- 17.7** The Personnel File shall be maintained and readily accessible for one (1) year beyond the end of the Employee's Student Status.

## **ARTICLE 18**

### **JOB POSTINGS AND APPOINTMENTS**

#### **18.1 General**

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

#### **18.2 Appointments**

18.2.1 Entitlements are triggered pursuant to Article 18.7.1. As of September 1, 2024 a Full Appointment corresponds to an appointment or appointments totalling one hundred and ninety-five (195) hours in a year of study, as defined in Article 1.1.

The parties agree that, for employees who triggered job security prior to the ratification of this agreement, their entitlement shall increase from one hundred and thirty (130) to one hundred and ninety-five (195) hours at the start of their next year of study. For greater clarity, a Member whose program of study began in January 2024 and whose entitlements were triggered in January 2024 will be entitled to one hundred and thirty (130) hours of work to be completed prior to December 31, 2024. In this case, as of January 1, 2025, the Member will be entitled to one hundred and ninety-five (195) hours of work for the remaining years of their entitlement.

18.2.2\* All appointments need not be Full Appointments. An Employee may work more than a Full Appointment, so long as the provisions of this Agreement are respected.

18.2.3 Cancellation of Appointments or Contracts

18.2.3.1\* The Parties recognize that a legally binding employment contract is entered into when a written offer of employment is made by the Employer and that offer is accepted by the candidate.

18.2.3.2\* It is recognized that appointments are tentative in that they may be cancelled by the Employer because of course changes or lack of enrollment.

If a contract is cancelled for the reasons stated in this Article, the Employer shall either:

- i) assign other duties to the Employee including duties unrelated to the cancelled position provided the Employer endeavours to ensure that the assigned duties are consistent with the Employee's previous service with the Employer, or
- ii) pay out the full remaining value of the contract in the regular course.

The remaining number of contract hours to be offered to the Employee shall be calculated as being the difference between the number of hours actually completed by the Employee at the date of cancellation and the total number of hours specified in the original contract. Respecting the provisions outlined in 31.7, the Employee's breakdown of hours worked up to the point of cancellation of the contract can be provided to the Employer for consideration as evidence of hours worked.

18.2.3.3\* After the position has been offered and accepted, if any conditions of employment arise that were not written in the initial Job Posting, the Employer shall inform the Employee and give them an opportunity to meet these conditions.

18.2.4\* Appointments shall not be split for the express purpose of avoiding the posting requirement.

18.2.5\* The Employer cannot offer two or more contracts to the same Employee for the same course at different salary rates. For greater clarity, the Parties agree that different sections of a course (e.g., MAT1300 A and MAT1300 B) are considered distinct courses.

### **18.3 Postings**

18.3.1\* Timelines for postings

- a) Appointments of twenty (20) hours or more shall be posted at least fifteen (15) Working Days prior to the start of the appointment and for at least ten (10) Working Days.
- b) Appointments of twenty (20) hours or more which could not have been posted prior to the start of the term shall be posted for at least five (5) Working Days prior to the start of the appointment. This procedure does not apply to Research Assistant positions, and shall not be used to avoid the normal posting procedure described in Art. 18.3.1 a).
- c) The Parties agree that it is generally beneficial that postings do not end earlier than two (2) months prior to the start of the appointment, in order to coincide with the notification of postings (Article 18.3.3).

18.3.2\* There are two (2) situations where postings are not required:

- a) If an appointment becomes vacant and a replacement is required within five (5) Working Days from the time notice of vacating the position was given; or,
- b) for appointments of less than twenty (20) hours.
- c) However, if they are posted, the rules of posting a position described above shall be followed.

18.3.3\* Notification of Postings

All job postings shall be placed on the Employer's web site. The Employer shall send electronic notice to its graduate Students and other Employees that have had contracts in the past twelve (12) months prior to the new postings, by the end of the months of June, October, and February of each year informing them of their responsibility to monitor and apply to job postings. The Employer will also implement an electronic notification system for CUPE2626 positions posted on the University of Ottawa's hiring portal. Members who subscribe to this system will receive a notice when a new CUPE2626 position is posted on the University of Ottawa's hiring portal.

18.3.4\* An electronic copy of each posting shall be forwarded to the Union within one (1) Working Day of the start of the posting.

18.3.5\* Job Posting Content

Postings shall be dated with the date they are posted. All postings shall include:

- a reasonable approximation of the number of positions being offered,
- a description of the work,
- the classification and rate of pay,
- the qualifications required,
- the location of employment,
- the language in which the work will be required to be performed (where deemed necessary),
- the name of the Supervisor (if known),

- the overall time requirements,
- the application deadline,
- a list of specific documents required by the deadline,
- any conditions of employment,
- any exceptional circumstances, including but not limited to requirement to travel; and
- any other pertinent information.

18.3.5.1\* Postings for Teaching Assistant, Corrector, Demonstrator, and Lab Monitor positions shall also include:

- the course code and title,
- course component (if applicable),
- the method of delivery (if applicable and if known), and
- a reasonable estimate of course enrollment.

18.3.5.2\* Postings for Research Assistant positions shall also include:

- the title of the project(s);
- a brief description of the project(s);
- Where applicable, a statement that the position is paid from external funding (see Article 30).

18.3.6\* Required Qualifications

Required qualifications shall be established in a reasonable manner. Furthermore, changes to the qualification requirements cannot be made for the sole purpose of excluding applicants who previously have performed this appointment successfully. Additionally, the employer will identify any assets deemed relevant for the position, if known.

## **18.4 Applications**

18.4.1\* Applications for posted positions shall be submitted through an online application system no later than the date the posting ends as specified on the posting.

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

18.4.3\* An application is by default made for specific posted positions. However, making an application for a Teaching Assistant position also implies that the candidate may be considered for all other positions for which they are qualified in the same Unit in which they have explicitly applied. A candidate may indicate that they do not want to be considered for positions other than those for which they have explicitly applied.

18.4.4\* Every applicant must submit a Curriculum Vitae.

18.4.4.1\* An offer of appointment to the successful candidate of each position shall be made in writing or by email no later than ten (10) Working Days after the hiring has been approved by the Unit. Notwithstanding the preceding, every applicant (successful and unsuccessful) will be advised of the outcome of their application.

- 18.4.4.2\* Accepted offers of appointment shall be accompanied by a web link to copies of, and instructions for completing:
- the Description of Duties and Allocation of Hours form (Appendix B);
  - Guidelines for preparing the Description of Duties & Allocation of Hours form (Appendix C);
  - the Workload Review form (Appendix E) and
  - the CUPE 2626 membership application form.

18.4.5\* The Employer shall keep applications on file in the appropriate Unit for twelve (12) months, after which all applications shall be secured in Labour Relations files for a minimum of three (3) additional years.

18.4.6\* Obligation to Accommodate

At the request of the applicant, the Employer shall provide a copy of a blank Job Application in the format requested, including but not limited to a paper or electronic document. Should the Employer require more than two (2) business days to complete the above accommodations, the end date of the posting shall be extended by the number of days it took for the accommodation to be fulfilled.

## **18.5 Allocation of Positions**

18.5.1\* In the allocating of positions, the Employer must first respect the following:

- i) its obligation to Employees as set out in 18.7.1, 18.7.2. and 18.7.3; and;
- ii) the Employer's need to attract excellent Students to pursue graduate studies with the hiring Academic Unit and to maintain competitive levels of support by means such as scholarship or bursary engagements of financial support.

In all cases, the Employer shall follow the Hiring Criteria (Article 18.6).

18.5.2\* The Employer may allocate a number of positions in order to fulfill its obligations set out in 18.7.1, 18.7.2. and 18.7.3 or in offers of financial support. However, the Employer cannot reserve specific positions for these purposes.

18.5.3\* It is understood that there may not be a sufficient number of contracts and hours for a full appointment in the program, Unit, and faculty where a member applies. In such circumstances, the Employer may carry over the remaining hours for completion of entitlement to the member's next year of study only if the Employer respects the following:

- the consent of the member must be sought and provided;
- if the member consents to this practice, such consent shall only apply to the hours and year of study specified in the offer;
- carrying over hours to the next year of study shall not affect their subsequent job security.

If the member does not consent to the carry-over of remaining hours for completion of entitlement, the member will be paid the remaining hours to completion of entitlement.

## **18.6 Hiring Criteria**

18.6.1\* Only candidates who meet the qualifications required in the posting for the position will be considered for that position.



18.6.2 Hiring Priority

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

- 1) Full-time graduate Student for whom their entitlement has not yet been fulfilled, pursuant to Article 18.2.1, 18.7.1, 18.7.2, and 18.7.3
- 2) Full-time graduate Student registered in a program associated with the Unit where the position is offered who has received less than two (2) full appointments, or no appointment, in a year of study.
- 3) Full-time graduate Student registered in a program associated with the Unit where the position is offered.
- 4) Full-time graduate Student not registered in a program associated with the Unit where the position is offered.
- 5) Part-time graduate Student registered in a program associated with the Unit where the position is offered.
- 6) Part-time graduate Student not registered in a program associated with the Unit where the position is offered.
- 7) Full-time undergraduate Student registered in a program associated with the Unit where the position is offered.
- 8) Any other full-time undergraduate Student not registered in a program associated with the Unit where the position is offered.
- 9) Part-time undergraduate Student registered in a program associated with the Unit where the position is offered.

18.6.2.2\* A candidate who has explicitly applied for specific postings under section 18.4.3 will be ranked ahead of candidates who have not specifically applied, subject to the order of priority set out in 18.6.2.1.

18.6.2.3\* Where two (2) or more candidates receive the same ranking according to the priorities set out in 18.6.2.1 and 18.6.2.2, candidates shall be hired based on a consideration of the following criteria in no particular order: the candidate's ability to perform the duties of the positions; the candidate's previous relevant experience; and relevant academic qualifications in addition to those set out in the posting.

18.6.3\* Members in Interdisciplinary Programs

For the purposes of the allocation of positions and hiring under articles 18.5, 18.6, and 18.7, members registered in an interdisciplinary program without an undergraduate program (e.g. Population Health) shall be associated with only one Academic Unit of their choice at a time. The online application form must make it clear to the applicants registered in interdisciplinary programs that they must select one Academic Unit from among the Academic Units which officially contribute to the member's interdisciplinary program, or from the Academic Unit of their Thesis Director or Co-Director. The selection of the Academic Unit may be modified once during their program of study. It is the responsibility of the member to inform both Academic Units of this change before June 1 and provide justification, and will come into effect for the subsequent Academic Year. When completing the online application, these members registered in interdisciplinary programs shall indicate under Present Course of Study, in addition to their interdisciplinary program, their selected Unit for the purpose of being considered under 18.6.2.1 (1 or 2) in the Hiring Priority. All other applications by such members will be considered under 18.6.2.1 (3).

18.6.4\* Language of Preference  
In offering positions pursuant to Articles 18.5 and 18.6, the Employer will attempt to assign Employees who have stated a proficiency in both French and English on their application form, to courses in the language of preference stated on the application form. An Employee may not grieve on the basis that they were assigned to a course other than in their language of preference.

## **18.7 Job Security**

18.7.1\* Every full-time graduate Student who is offered for the first time during their program an appointment or appointments totaling one quarter (1/4) of a Full Appointment as defined in 18.2.1 during a year of study will be offered an appointment in the same year of study such that the total value of appointments during that year of study is at least the value of one Full Appointment as a Teaching Assistant.

18.7.2\* Entitlement for Ph.D.  
Every full-time graduate Student in a Ph.D program who is offered an appointment or appointments of equal or greater value to a Full Appointment as a Teaching Assistant will be offered the equivalent of a Full Appointment as a Teaching or Research Assistant in each of the subsequent years in which they are registered as a full-time Student, for a period not exceeding the fifth (5th) year of study in the same program.

18.7.3\* Entitlement for Master's  
Every full-time graduate Student in a two-year (2-year) Master's program who is offered an appointment or appointments of equal or greater value to a Full Appointment as a Teaching Assistant during the first year of study in that program will be offered the equivalent of a Full Appointment as a Teaching or Research Assistant in the following year of study, provided that they are registered for at least one (1) session in the second (2nd) year.

18.7.4\* The Employer shall make reasonable efforts to fulfill Entitlements owed under 18.7.1, 18.7.2 and 18.7.3 as early within the year of study of the member as possible. Where a member makes it known to the Unit, with a written confirmation from their thesis director, that they are scheduled to complete their program of study before their entitlement for that year of study has been fulfilled, the Unit shall make a reasonable effort to prioritize that member's entitlement.

18.7.5\* Requirement to Submit Job Application  
An Employee who wishes to access their right to their job entitlement as per 18.7.2 or 18.7.3 must submit a job application pursuant to Article 18.4 for positions posted for the Fall and the Winter sessions. Their stated preference shall be taken into account when hiring, it being understood that the Academic Unit must also take into consideration the Unit's pedagogical needs and may offer them another position.

18.7.6\* No Entitlement to Specific Positions  
The Parties agree that the entitlements under 18.7.1, 18.7.2 and 18.7.3 are not for specific posted positions. An Employee may grieve only the Employer's failure to satisfy the entitlement, not the specific position offered to the Employee to fulfill the entitlement, nor the choices of assignments indicated by the member in their online application. Upon request, the Employer will tell the Employee why they did not receive a specific position when the reasons relate to skills, abilities, knowledge or capabilities of the applicant.

18.7.7\* Entitlement while on Pregnancy Leave

Graduate Students registered as part-time rather than full-time (for the purposes of care of a child after the member's pregnancy) for up to twenty-four (24) months shall have the right to one half (1/2) of a full appointment for the purposes of 18.7.1.

18.7.8\* Possibility of Additional Appointments

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

18.7.9\* Right to Refuse Without Loss of Entitlement

It is understood by both Parties that an Employee has the right to refuse an appointment.

- a) If the Employee refuses an appointment where the Supervisor is either their academic Thesis Director or, where it applies, a member of their Ph.D./Master's advisory committee, the Employee will be offered another appointment of equal or greater value.
- b) Graduate Students who previously held a Teaching Assistantship can request not to perform a position in a previous course(s) in which they held such an appointment. To the extent possible, the Employer shall accommodate such a request with an appointment of at least the same number of hours.
- c) If the Employee cannot accept the offered position due to circumstances beyond their control (including but not limited to circumstances imposed by their academic program requirements such as internship, field work, session of study abroad, etc.), they shall advise the Employer of the reasons and request a change of appointment. The Employer shall not unreasonably deny this request. To the extent possible, the Employer shall respond to such a refusal with an appointment of at least the same monetary value.

18.7.10\* Supervisor's Right to Refusal

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

18.7.11\* Job Security During Leaves of Absence

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

**18.8 Entitlement Lists**

18.8.1\* By June 30, each Unit shall prepare a list, referred to as the Entitlement List. The Entitlement List shall include all registered graduate students in the Unit who have entitlements. It shall contain their employee number, program or level of study, year and semester in which they started their studies, as well as, for the current year of study: hours worked, hours offered/and or refused, hours owed, and whether the student is owed an entitlement in the following year of study per 18.5.1 (i). The Entitlement List may follow the template included in Appendix A. In accordance with 18.8.3, the Entitlement List shall be e-mailed to all graduate Students in the Unit. The posted list shall not contain names.

18.8.2\* An electronic copy of the entitlement list will be sent to the Union at or about the time it is posted inclusive of the names corresponding to the employee numbers.

18.8.3\* For the convenience of Employees, by June 30 of each year, each Unit will send an electronic notice to its graduate Students registered in its programs informing them of the existence of the Entitlement List referred to in 18.8.1. The Unit shall use the graduate Students' email address when sending the electronic notice. The Entitlement List shall be attached to the electronic notice.

18.8.4\* Responsibility to Submit Job Application

It is understood that the electronic notice referred to in 18.8.3 is for convenience and information only and does not place an obligation on the Academic Unit or the Employer to advise each Employee or graduate Student of their respective entitlements. Failure to receive the electronic notice referred to in 18.8.3 shall not be construed as a waiver of the Employee's obligation to apply to job positions posted for the Fall and the Winter sessions in order to receive their entitlement.

**18.9 Student Status**

18.9.1\* If an Employee is not registered as a Student at the start of the work set out in the contract, the contract shall be considered void. If an Employee is registered at the start of the work set out in the contract, but loses their Student Status during the contracted period, the Employer may terminate the contract unless the Employee is on an approved leave of absence as specified in Article 24. It is understood that if an Employee loses their Student Status, they shall inform the Unit within five (5) Working Days. Students who have officially submitted their Master's thesis or Ph.D. dissertation are deemed to be registered for the full term or terms in which the thesis or dissertation is submitted, under evaluation or is in the defence process as per Article 1.

18.9.2\* If an Employee has obtained a contract on the basis of full-time status and subsequently changes their status to part-time within thirty (30) days of the beginning of the academic term for which the contract was offered, they must advise the Unit in which they hold a contract of their change of status at the time of their application for change of status. If an Employee has applied for a posting as a full-time Student and subsequently changes their status to part-time, they shall inform each of the Units in which they applied for a position of their change of status. The online application system and the offer of employment shall indicate this requirement.

18.9.3\* An Employee awarded a contract on the basis of full-time Student status and who subsequently changes their status to part-time may be required to revert to full-time status within ten (10) Working Days, provided they are so advised by the Unit in which they hold a contract within the first thirty (30) days of the academic term for which the contract was offered. Failure to revert to full-time status may lead to the termination of the contract. Before the contract is terminated, the Parties shall meet to review the circumstances surrounding the change in Student status and the grounds to maintain the contract in force. If the Parties cannot come to an agreement, the Employer shall make the final determination as to whether the contract should remain in force, it being understood that if the contract is terminated, all hours worked prior to termination shall be paid. Ongoing contracts will not be terminated in cases where Employees change their Student status from full-time to part-time due to attested accommodations.

18.9.4\* If a contract is terminated pursuant to 18.9.1 and 18.9.3, the position shall be reopened without a new posting if at least twenty-five (25) percent or ten (10) hours of work remain to be completed. In such a case, the Employee's original application shall be considered for the reopened position as per the order of priority set out in 18.6.2.1.

**18.10 Recourse**

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

been given a position, or has been given a position that is inferior in monetary value or in the number of hours to the position originally applied for, the member is entitled to grieve, as per Article 13.

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

## **ARTICLE 19**

### **TECHNOLOGICAL CHANGE**

- 19.1\*** If an Academic Unit, faculty, or the Senate of the University discusses new teaching methods to be adopted widely, across one or more years of the curriculum or across a certain program of studies for example, and that these new teaching methods involve technological changes, including but not limited to the use of computer-related teaching methods, the University will advise the Union and transmit the related documents to the Union as early as possible before the change is made. As soon as practicable, but not more than thirty (30) Working Days after the Union is notified, the Employer shall meet with the Union to discuss the effects of the technological change on the group of Employees affected with a view of minimizing the effect. The Employer shall make reasonable efforts in ensuring a minimal effect on Employees when implementing these technological changes.
- 19.2** Where technological changes affecting the performance of duties of an Employee are introduced during an Employee's contract, and the Employee then does not have the required skills, the Employee may request training or reallocation of duties. When the Employee requests retraining, the Employer will retrain the Employee as per Article 20.6.
- 19.3** In the course of a contract, no Employee shall suffer the loss of remuneration that results from the introduction of technological change affecting the performance of their duties.
- 19.4** No Employee shall be required to produce work using software not generally available on computers in the University computing facilities provided under 28.1.3. Where a Unit requires work using software not available at these facilities, the Unit shall ensure that the Employee has reasonable access to a computer equipped with the appropriate software.

## **ARTICLE 20 TRAINING**

**20.1\*** The Teaching and Learning Support Service (TLSS) will continue to provide an orientation program for Teaching Assistants at the beginning of each Academic Year and will continue to offer its program of workshops for Teaching Assistants during the Fall and Winter semesters of the Academic Year. Teaching Assistants may also register for workshops organized for professors by TLSS or for orientation and workshops being offered by individual faculties.

**20.2\*** The orientation program and the program of workshops will be offered without charge to the Employees. It is understood that some workshops may have limited enrolment.

**20.3\*** If the Employer requires an Employee to attend the orientation program or any of the workshops, the time spent will either be considered hours worked as part of their contract or will be remunerated through a separate contract.

If an Employee chooses to attend the orientation program or any of the workshops that were not required by the Employer, they must seek approval from their supervisor, for the time spent to be considered time worked as part of their contract up to five (5) percent of the total hours of the Employee's contract. However, Employees will not be remunerated for repeated attendance at workshops unless required to do so by the Employer.

### **20.4\* Mandatory and Required training**

\* All Employees will be required to successfully complete training mandated by Ontario legislation as well as mandatory training imposed by the University. Such training shall be a condition of employment and therefore, the training must be completed in the first month of a member's first CUPE 2626 contract. Each module will indicate the estimated time required to complete the training.

**20.4.1\*** A list of mandatory training appears in Appendix D of the Collective Agreement. The Employer reserves the right to amend the list in Appendix D from time to time and in accordance with legislative requirements. The Employer shall provide advance notification to the Union of any such amendments. The Employer shall provide advance notification to the Union of any such amendments. The Parties agree to discuss these modifications and timeline for completion in the context of a labour management committee meeting.

**20.4.2\*** As of September 1, 2024, CUPE 2626 members will be paid a lump sum of \$350.00 for successfully completing Mandatory Training 1 through 9 listed in Appendix D. Members who have successfully completed Mandatory Training 1 through 7 listed in Appendix D and who have already received a lump sum of \$200.00 will be paid an additional lump sum of \$150.00 for completing Mandatory Training 8 and 9 listed in Appendix D.

**20.4.3\*** To be eligible for the payments described above, the Mandatory Training must be completed outside normal working hours and will not reduce the number of hours of CUPE 2626 members' contract.

**20.4.4\*** A Member may not receive more than one payment even if they choose to redo any of the Mandatory Training sessions.

**20.4.5\*** Currently, the mandatory training modules listed in Appendix D do not expire. Should any mandatory training modules expire in the future, the parties will discuss appropriate compensation in the context of a labour management committee meeting.

**20.5\*** Where a University policy or practice requires that Employees undertake training in relation with certain functions they will carry out in connection with their assigned duties, the Employer will provide and cover the cost of the training, and the time spent in training will be considered time worked and will be considered as part of the work hours required by the Employee's contract.

**20.6\*** If in the course of employment, the Employer requires training beyond the qualifications required in the job posting, the Employer shall provide the training and cover its cost. Time spent in such training will be considered time worked and will be considered as part of the work hours required by the Employee's contract.

**20.7\*** Subject to limitations on the number of registrations, Employees may register free of charge for regular courses offered by the Official Languages and Bilingualism Institute.

**20.8\*** It is understood that a Supervisor shall allow an Employee to attend the activities set out in 20.1 except if the hours during which the Employee is required to perform a specific assigned duty conflict with the hours during which the activity is scheduled to take place. Proof of attendance must be submitted to the Supervisor upon request.

**20.9\* Union to receive training information**

The Employer agrees to advise the Union on the training process and sessions through the Labour-Management Committee. Discussions may include:

- i) the assessment of training needs,
- ii) the availability of suitable training resources,
- iii) the manner in which training should be made available to Employees,
- iv) the adequacy of the training program and sessions, and
- v) any other matter related to training that the Parties agree to review.

No later than six (6) weeks after the beginning of the semester, the Employer shall provide the Union with a record of completion of mandatory training on the part of its members.

**20.10\* Union access to membership via graduate Student orientation sessions**

- a) A Union representative may attend any graduate Student orientation session held by an Academic Unit, Faculty or the University. An invitation shall be provided as early as possible, and no later than one (1) week prior to the beginning of the term.
- b) The Union shall be entitled to one (1) hour at a mutually agreed upon time during the session to speak to the members present without the presence of other Employee groups (e.g. Professors, Support Staff, Management, etc.).



## **ARTICLE 21**

### **ACADEMIC FREEDOM / COPYRIGHT AND INTELLECTUAL PROPERTY**

#### **21.1 Academic Freedom**

- 21.1.1 Academic freedom includes the freedom to examine and question, teach and learn, research and invigilate as well as disseminate opinion(s) and speculate without deference to prescribed doctrine on questions, ideas, principles, concepts and issues related to pedagogy and research.
- 21.1.2 The Employer accepts its responsibilities to Employees in upholding their rights to academic freedom in performance of their duties as long as said behaviours have academic substance, are pertinent to each work assignment and are subject to the reasonable direction of and agreement with the Supervisor. In the exercise of academic freedom, Employees shall discharge their responsibilities in accordance with the rightful expectations of the Employer and, in teaching functions, with the needs of the Students. The claim of academic freedom shall not excuse Employees from meeting their duties and responsibilities as set out in the Collective Agreement, their individual contracts, and the instructions of their Supervisor.
- 21.1.3 When the objectives, content and method of delivery are prescribed by the Supervisor in the work assignment, the Employee shall fulfill such assignment responsibly and fully. When work assignments permit Employees to have a wider degree of latitude than is possible in more fully prescribed assignments, the Employee may develop and deliver such assignment provided the content and structure have been approved by the Supervisor.

#### **21.2\* Copyright and Intellectual Property**

Section 21.2 applies only to Teaching Assistants, Demonstrators, Tutors, Lab Monitors, Correctors, Proctors, and Research Assistants funded from the University's operating budget. For Employees holding Research Assistant contracts paid from external funds, if the job description does not address a specific matter of copyright or ownership of any intellectual property, section 21.2.1 applies (per Article 30.9).

- 21.2.1 Subject to 21.2.2, the Parties agree that the Employee has ownership and holds the copyright with respect to any materials prepared by an Employee.
- 21.2.2\* When an Employee's contract or the written job description of the Supervisor calls for the preparation of materials including but not limited to notes, audio-visual aids, software, experimental data, reviews and synopses of literature, the Supervisor and Employee retain ownership and copyright of these materials. The Employer and the Supervisor shall give proper recognition of an Employee's contribution to these materials in accordance with the level of contribution made by the Employee and the prevailing standards or policies on authorship of the discipline concerned.

When an Employee modifies existing materials, the Employee's grant of copyright will only cover the modified material, and not unmodified portions of the same body of work, unless all other copyright holders agree otherwise.

Despite an Employee's ownership or co-ownership of copyright as granted in the above sections, the Supervisor or Employer may require that material prepared or modified not to be distributed to others, or require that it be kept confidential. Such limitations on distribution and confidentiality may not exceed five (5) years.

## **ARTICLE 22 HEALTH AND SAFETY**

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

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

No Employee shall be required to act in a manner that constitutes a hazard to their health or safety. Employees retain the right to refuse to work where they believe that they are likely to endanger themselves or another worker in accordance with the Occupational Health and Safety Act. No Employee will be penalized for exercising this right.

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

**22.4\*** Employees shall be made aware of the risk of occupational exposure to certain hazardous materials for the unborn child, in very clear terms, as part of all health and safety course materials. These courses include but are not limited to, Animal User Training Program, , WHMIS, and Radiation Safety Course.

The Employer will provide all pertinent information related to possible exposure to hazardous materials before an employee is exposed to them, including those which are biohazardous in nature, from the appropriate SDS information, the Radiation Safety Officer, and the Occupational Health and Safety Officer.

**22.5\*** An Employee who is pregnant or is lactating will be informed of the potential risks in their workplace upon disclosure of their pregnancy or lactation to their Supervisor. Where necessary, precautionary measures, and/or modified work programs will be discussed with the Employee. An appropriate modified work program will be implemented for the duration of the pregnancy, with no loss of pay or seniority during the period of modified work, it being understood that the modification does not reduce the number of hours worked. Where the Employee makes no such report and no such request, there is no obligation on the Employer to provide such precautionary measures.

**22.6\*** Where an Employee may be exposed to an infectious agent, in the course of performing their work duties, the Employer agrees to pay the cost of any prophylactic vaccination or testing which is deemed necessary by the Employer, by applicable legislation, or by municipal, provincial, or federal public health agency recommendations or guidelines and is not covered by provincial or municipal health plans. Where an Employee is exposed to an infectious agent either by as a result of, but not limited to, working directly with an infectious organism or by working with human or animal tissues or fluids, the Employer agrees to pay the cost of any required vaccination or post-exposure prophylactic which is deemed necessary by the Employer, by applicable legislation, or by municipal, provincial, or federal

public health agency recommendations or guidelines and is not covered by provincial or municipal health plans. It is understood that the cost of vaccination that is required as a prerequisite of registration in any program of study will not be paid pursuant to this provision. The University agrees not to modify existing policies regarding prerequisite vaccinations unless required to do so by any external agency.

**22.7\***

As of October 1, 2023, in order to satisfy the requirements of the Occupational Health and Safety Act (S.9(34)), with regards to considering time spent for committee work, the Employer shall compensate the CUPE representatives on the various sectoral and University health and safety committees at the rate of a graduate Teaching Assistant for time spent in committee meetings, time spent preparing for each committee meeting, and such time as is necessary to carry out the committee member's duties in accordance with the Occupational Health and Safety Act. The Employer shall endeavour to effect payment within two pay cycles of receiving confirmation from the Office of Risk Management).

## **ARTICLE 23 HOLIDAYS**

- 23.1\*** No Employee shall be required to perform any duties on any of the following holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, any other statutory holiday declared by the Province of Ontario, and any holiday declared by the Senate of the University.
- 23.2\*** Any Employee shall be entitled to observe holidays of the Employee's religion other than those specified above; however, the Employee must notify their Supervisor in writing of their intentions as early as possible and no later than ten (10) Working Days prior to the said holiday. The Supervisor may waive the notice period at their discretion.
- 23.3** Furthermore, no Employee shall be required to perform duties during the holiday break, it being understood that grading of final examinations or final assignments shall be completed within seven (7) Working Days after the member has received the examinations or assignments to grade. For further clarity, any weekday during the holiday break is not to be considered a Working Day.
- 23.4\*** It is understood by the Parties that it is the responsibility of the immediate Supervisor of the Research Assistant to determine whether they should perform essential duties during any of the holidays or periods referred to in 23.1 and 23.2 and 23.3. For the purpose of this Article, essential duties are duties that cannot be discontinued during any of the holidays or periods referred to in 23.1, 23.2 and 23.3 or that could not be scheduled outside of these periods.

## **ARTICLE 24**

### **LEAVES AND ABSENCES**

#### **24.1 General**

- 24.1.1 The term “leave without pay” refers to an authorized leave during which Employees do not receive their salary.
- 24.1.2 The term “paid leave” refers to an authorized leave during which Employees are paid at full salary.
- 24.1.3 During a paid leave, Employees will continue to accumulate seniority as if they were actively at work.
- 24.1.4 During a Leave without pay, Employees will maintain their seniority but will not accrue additional seniority during the period of leave, unless specifically provided for under the following articles.
- 24.1.5 Subject to Article 26, for the duration of all leaves, Employees shall continue to be eligible to participate in any benefit plans which exist at the time at which the leave is taken. For leaves without pay of more than three (3) months’ duration, the Employee will pay for the Employer’s share of benefit premium costs, if any, of providing those benefits, except for pregnancy and parental leave where the cost sharing will remain as it was just prior to the start of the leave period.
- 24.1.6 The Employee will not be responsible for the performance of the work during an approved leave of absence with or without pay, nor shall they be required to make up any of the duties and/or hours of work prior to, or when returning from leave.

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

#### **24.2 Union Leave**

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

#### **24.3\* Bereavement Leave**

- 24.3.1\* An Employee shall be granted a paid leave of three (3) consecutive Working Days for the death of a close relative, but such leave will not extend beyond ten (10) Working Days following the day of the funeral. It will not be granted if the period of ten (10) Working Days occurs during a period when the Employee is not required to work. For the purpose of this Article, the expression 'close relative' is limited to the mother, father, stepfather or stepmother, foster mother, foster father, sister, brother, spouse or partner, children, mother-in-law, father-in-law, sister-in-law or brother-in-law and grandparent (i.e. those of the Employee or the Employee’s spouse or partner).
- 24.3.2\* In exceptional circumstances, additional paid leave may be granted by the Employer; the Employer may also consider cases of bereavement other than those listed above and may grant paid leave at its discretion.
- 24.3.3 If the funeral takes place more than three hundred and twenty kilometres from Ottawa (200 miles), the Employee is granted an extra day of paid leave to attend the funeral. If the funeral takes place more than six hundred and forty kilometres from Ottawa (400 miles), the Employee is granted two (2)

extra days of paid leave in total, to attend the funeral. The leave will not be granted if the period of ten (10) Working Days occurs during a period when the Employee is not required to work. This Article does not apply to employees who avail themselves of Article 24.3.4.

- 24.3.4\* An Employee shall be granted a leave of one (1) Working Day without pay for the death of an extended family member, close friend, or persons living in the same household, but such leave will not extend beyond ten (10) Working Days following the day of the funeral. The Employer may require an Employee who takes leave under this section to provide evidence

#### **24.4\* Court Leave**

- 24.4.1 Upon written request, supported by a copy of their summons, an Employee shall be granted paid leave to serve on jury duty or appear as a witness in a court of law or before any statutory or legal body in Canada which has the power to require the presence of witnesses; upon return to work they shall provide their Supervisor 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. The salary will be reduced by any amount received for such appearances. It is the Employee's responsibility to advise the Employer of such payments.

- 24.4.2\* Unpaid leave for an Employee who is a defendant shall be granted for appearing in court or in the case of temporary incarceration pending bail unless there is, in the opinion of the Employer, a nexus between the Employee's work duties and the charge, or if the charge impugns the University's reputation, in which case no leave will be granted. Such leave will not be unjustifiably withheld.

Court leave does not apply to Employees who are temporarily incarcerated or serving a prison sentence beyond two (2) weeks.

#### **24.5\* Conference Leave**

- 24.5.1 If an Employee's attendance at a conference is determined to be beneficial by the appropriate authority in the Academic Unit concerned, the Employee will be granted paid leave for this purpose for up to ten (10) hours of work.

#### **24.6 Compassionate Leave**

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

- 24.6.1 An Employee shall be granted special paid leave for an annual maximum of ten (10) hours of work for all situations defined in 24.6.3 and 24.6.4 which include, but are not limited to, emergencies or family obligations, such as the temporary care of a family member who is sick, a doctor's or dentist's appointment for a family dependent who is unable to travel alone.

- 24.6.2 Subject to an annual maximum of ten (10) hours that includes the leaves provided for the situations defined under 24.6.3 and 24.6.4, a Dean may grant special leave for other exceptional situations that are not provided for elsewhere under Article 24 and which may include, but are not limited to an appointment with academic authorities.

- 24.6.3 In addition to the paid leave provided under article 24.6.1, employees are entitled to a total of ten (10) Working Days of leave without pay because of personal illness, injury or because of physical and/or mental medical emergency for themselves or for members of their close family.

- 24.6.4\* In addition to the paid leave provided under Article 24.6.1, an Employee is entitled to a leave of absence without pay of up to eight (8) weeks to provide care or support to members of their close

family if a qualified health practitioner issues a certificate stating that the individual has a serious physical and/or mental medical condition with significant risk of death occurring within a period of 26 weeks or shorter. The conditions of the leave will be those specified in the Employment Standards Act. In exceptional circumstances, additional paid leave may be granted by the Employer. The Employer may also consider cases other than those listed above and may grant leave at its discretion.

24.6.5 The Health and Wellness Sector of Human Resources may require the Employee who takes leave under this article to provide evidence that is reasonable in the circumstances, that the Employee is entitled to the leave.

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

## **24.7 Sick Leave/Medical Leave**

24.7.1\* An Employee shall earn paid sick leave credits at the rate of two and a half (2.5) hours of paid leave for each quarter (1/4) of a Full Appointment. It is understood that sick leave can be taken if the Employee is unable to perform their duties because of physical and/or mental illness or injury.

24.7.2\* Unused sick leave may be accumulated, up to a maximum of thirty-eight (38) hours of paid sick leave.

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

24.7.4\* The Employer may request a medical note to corroborate the length of the sick leave for any sick leave absences of more than three (3) consecutive Working Days.

24.7.5 An Employee must notify their Supervisor and the Unit Chair as to the expected duration of all illnesses.

24.7.6 An Employee whose sick leave credits have expired will be on approved sick leave without pay as long as the notification requirements are provided as specified under 24.7.5. Seniority will accrue only until the end of the contract.

## **24.8 Pregnancy Leave**

24.8.1\* All Employees are entitled to pregnancy leave of up to seventeen (17) consecutive weeks that can start as early as the seventeenth (17th) week preceding the expected date of delivery but cannot start any later than the conclusion of their pregnancy (according to the Ministry of Labour guidelines, except the minimum hours of work shall not be applied to Employees). The pregnancy leave of an Employee who has a miscarriage or stillbirth ends on the date that is the later of:

- seventeen (17) weeks after the leave began; or
- twelve (12) weeks after the stillbirth or miscarriage.

The Employee may extend their leave pursuant to Article 24.9 and, upon return as a full-time Student, will be given priority in the offering of positions pursuant to Article 18.6.2.1 (1). Where a request for extended leave is made on the basis of complications related to pregnancy, the leave will be governed by Article 24.7 upon the Employee's request.

24.8.2\* In order to qualify for leave under this section, the Employee must present a medical certificate attesting to the expected date of delivery to the Health and Wellness Sector and submit a written notice at least two (2) weeks before the leave, except when a relevant qualified health practitioner confirms that this deadline cannot be observed.

- 24.8.3\* The Employee may shorten their pregnancy leave by advising the Unit Chair at least four (4) weeks in advance.
- 24.8.4 The Employee and the employing Unit shall record in writing their joint understanding of the anticipated beginning and end dates of the leave no later than two (2) weeks before the beginning of the leave, unless a relevant qualified health practitioner confirms that this deadline cannot be observed, as provided in 24.8.2.
- 24.8.5\* The University will honor contracts which have already been issued and accepted. If the leave occurs during the term of any contract, the Employee shall receive the lesser of the balance of remuneration owing under their contract, or seventy-five (75) hours at their wage rate. If the end of the leave occurs within the existing contract, the returning Employee shall be reinstated to their previous position or shall be provided with alternative work of a comparable nature at the same rate of pay for the remainder of their appointment. Should the Employee return after the date of termination of the contract under which they took pregnancy leave, they will be eligible to apply for positions in the semester following the start of the pregnancy leave, as if they had been employed, without discrimination.
- 24.8.6\* If a contract was to be issued to an Employee before or during their leave according to the provisions of article 18 (particularly art. 18.7 - Job Security), and if this contract was to start during their leave, the Employee shall have the right to receive the monetary value of such contract. The Employer will endeavor to make such payment no later than two (2) weeks after the start of the leave if notice was given in due time under Article 24.8.2.
- 24.8.7 Employees on pregnancy leave continue to accumulate seniority as if they were actively at work.
- 24.8.8\* If an Employee on pregnancy leave is eligible to collect applicable government benefits, any payment of salary during a period of pregnancy leave will be reduced by any amount that is over a hundred percent (100%) of total remuneration, considering only the remuneration received from the Employer, and applicable government benefits.

## **24.9 Parental Leave**

- 24.9.1\* All Employees who have completed thirteen (13) weeks of employment are entitled to parental leave without pay following the birth of the child or the coming of the child into the custody, care, and control of a parent for the first time. The parental leave may begin no later than seventy-eight (78) weeks after the day the child is born or comes into the Employee's custody, care and control for the first time, except that an Employee who has taken pregnancy leave must begin their parental leave when the pregnancy leave ends unless the child has not yet come into their custody, care and control for the first time.
- 24.9.1.1\* An Employee's parental leave may end sixty-one (61) weeks after it began if the Employee also took pregnancy leave and sixty-three (63) weeks after it began, otherwise.
- 24.9.2\* Employees planning to take parental leave must submit a written notice at least two (2) weeks before the start of the leave; the Employee may shorten this leave by advising the Unit Chair at least four (4) weeks in advance.
- 24.9.3 Employees on parental leave continue to accumulate seniority as if they were actively at work.
- 24.9.4 The Employee and the employing Unit shall record in writing their joint understanding of the anticipated beginning and end dates of the leave.
- 24.9.5 If the end of the leave is within the existing contract, the returning Employee shall be reinstated to their previous position or shall be provided with alternative work of a comparable nature at the same



rate of pay for the remainder of their appointment. Should the Employee return after the date of termination of the contract under which they took parental leave, they will be eligible to apply for positions in the semester following the start of the parental leave, as if they had been employed, without discrimination. The start of the subsequent contract will be immediately following the end of the parental leave.

## **24.10 Leave for Academic Requirements**

- 24.10.1\* For the purposes of 24.10.2, 24.10.3 and 24.10.4, the expression “academic requirement” means the Employee’s dissertation, thesis, major paper required for a degree or equivalent to a thesis, thesis proposal defence, thesis defence, comprehensive examinations or the equivalent degree requirement in programs not requiring comprehensive examinations.
- 24.10.2\* An Employee may take a leave from their work for a period of three (3) Working Days prior to the Employee’s academic requirement and may avail themselves of three (3) Working Days subsequent to the deadline of the academic requirement to complete their work, provided:
- a) they attend to proctoring exams, labs, DGDs, tutoring and scheduled office hours during the leave; and,
  - b) the Employee notifies their Supervisor of their intention to take an academic leave as soon as the Employee becomes aware of the deadline to fulfill their academic requirements.
- 24.10.3 If the deadline for the completion of the Employee’s work falls within a period of three (3) Working Days immediately prior to or on the same day as the deadline of the Employee’s academic requirement, the Employee shall so notify their Supervisor as soon as they are made aware of the conflict, with a view to resolving the matter. If the matter cannot be resolved between the Employee and the Supervisor, the appropriate graduate director shall resolve the matter in consultation with the Employee, the Supervisor and with the Employee’s academic Supervisor or graduate instructor, if necessary. In any event, either the academic deadline or the work deadline will be extended to allow three (3) Working Days prior to and three (3) Working Days subsequent to the deadline to complete the academic requirement or the work requirement as the case may be.
- 24.10.4\* An Employee must not be obligated to work at the same time as the lectures, DGDs, labs, examinations, thesis defence, and tutorials for which they are enrolled as a Student. After agreeing to a work schedule, an Employee shall avoid adding or agreeing to scheduled academic requirements that impinge on scheduled work tasks, unless approved by their Supervisor.

## **24.11\* Gender Affirmation Leave**

- 24.11.1 An Employee who provides an attestation from a qualified health 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 up to one (1) month of paid gender affirmation leave at their regular rate of pay during the period of their appointment.
- 24.11.2 These provisions are in addition to the accumulation of sick/medical leave credit hours provided for in Article 24.7.1 and 24.7.2; and the General provisions for Leaves and Absences (art. 24.1) shall apply.
- 24.11.3 The Employee will need to provide appropriate medical attestation, in confidence to that Health and Wellness Sector of Human Resources, which will then advise the hiring faculty/department that this is a legitimate health related leave, and authorize payment.

## **ARTICLE 25 ACCOMMODATIONS**

### **25.1**

25.1.1\* The Employer is committed to creating and maintaining an accessible and barrier-free working, teaching and learning environment as well as the principles of integration, dignity and equality of opportunity for Employees with disabilities, as indicated in Policy 119. The Employer agrees to act in accordance with the applicable legislation including the Ontario Human Rights Code, the Occupational Health and Safety Act and the Accessibility for Ontarians with Disabilities Act (AODA).

The Employer has a duty to accommodate Employees who require an accommodation in accordance with the Human Rights Code and the AODA to enable them to perform their workload duties. Accommodation may include assigning suitably located meeting rooms, classrooms and workspaces in order to perform the required work; and providing access to equipment and resources to assist Employees in carrying out their duties.

25.1.2\* Any Employee who requires an accommodation regarding a disability shall contact Health and Wellness or their supervisor. For accommodation requests not related to a disability, the employee shall contact their Supervisor.

25.1.3\* With respect to disability accommodations, the Employee shall provide Health and Wellness with documentation in support of the request for an accommodation. Health and Wellness may request additional information from the Employee's attending physician or may request an independent medical evaluation, at the University's cost, to assist in implementing the accommodation.

25.1.4\* No Employee will be asked to provide a medical diagnosis at the outset of a request for accommodation. In the event medical diagnosis will assist the accommodation process, Health and Wellness will obtain an Employee's informed consent to obtain such information. Documentation pursuant to this Article and Employee accommodations will be kept in confidence and made available to relevant individuals strictly on a need-to-know basis.

25.1.5\* After being made aware of the Employee's functional limitations, Health and Wellness will inform the Employee's Academic Unit's Chair who will work with the Employee, their Supervisor, and when requested by the Employee, the Union, to develop an accommodation plan.

25.1.6\* If the Employer is unable to accommodate the Employee in their current position, the Employer will explore the possibility of placing the Employee in a modified position or in another position, if necessary. An employee who cannot be accommodated in the workplace will be notified in writing or in an accessible format. This notification will explain the steps taken and the options considered to try to accommodate the Employee, along with the reasons why the Employer cannot accommodate the employee without undue hardship. For the purpose of interpretation, undue hardship shall be defined in accordance with applicable human rights legislation.

**25.2\*** The Employer has a multi-year accessibility plan under the AODA that includes wheelchair-accessible and gender neutral facilities (including but not limited to bathrooms and change rooms). The Employer will regularly update the online university map which details the location of these facilities and ensure that the map is accessible on their website.

**25.3\*** The Employer has a multi-year accessibility plan under the AODA that includes wheelchair-accessible buildings. The Employer will regularly update the online university map which details the location of wheelchair accessible parking, and lists of all buildings and their wheelchair accessibility status.

## **ARTICLE 26 PLANS AND BENEFITS**

### **26.1\* Health and Dental Benefits**

The Employer will provide annual deposits as indicated below in the creation of a Benefit Fund aimed at helping members cover medical costs outside of those covered by their present Benefit Plan. For the purpose of a CUPE 2626 administered and sponsored benefit plan, the Employer will remit to CUPE 2626 the following units, payable on the dates noted, subjected to the submission of an audited statement for the previous Academic Year:

- no later than sixty (60) Working Days after the ratification of the 2022-2025 Collective Agreement: one hundred thousand dollars (\$100,000) to cover expenditures incurred between September 1, 2022, and August 31, 2023
- no later than one hundred and twenty (120) Working Days after the ratification of the 2022-2025 Collective Agreement: one hundred thousand dollars (\$100,000) to cover expenditures incurred between September 1, 2023, and August 31, 2024
- no later than September 1, 2024: one hundred thousand dollars (\$100,000) to cover expenditures incurred between September 1, 2024, and August 31, 2025.

The Union acknowledges and agrees that other than making its contribution as set out in this Section, the Employer shall not be obliged to manage or disburse the funds associated with this provision. The Union shall be responsible for meeting all legislative and fiduciary requirements associated with the administration of the Benefit Fund and shall accept any consequences associated with a failure to meet any necessary obligation. The Employer will bear no responsibility for any deficit incurred by the Benefit Plan.

The Union agrees to provide to the Employer before August 31 of each year (for example the audit for the 2022-2023 year must be submitted by August 31, 2024), an audited statement attesting to the appropriate disbursements of the funds. Benefits coverage for the specified time periods does not in any way imply or connote a continuing employment relationship for the member beyond the termination date of their appointment.

### **26.2\* Out of country travel**

Supervisors requiring Employees to participate in specified\* international travel on behalf of the University must notify the Office of Risk Management and Human Resources in order that the Employer may attempt to secure uninterrupted insurance coverage and participate in a risk analysis to determine the safety of travelers.

Employees participating in international research and travelling outside of Canada as part of their duties are responsible to ensure their understanding of any risks involved in the trip and their mitigation.

The Supervisor and Employee must ensure written notification to Human Resources no less than twenty (20) days prior to departure when planning specified\* travel.

\*Specified travel includes:

- travel over six (6) months in duration, or

- travel, regardless of length of stay that involves high risk activities (e.g. climbing mountains, cliff diving or other extreme activities not generally covered by typical insurance packages), or
- travel involving a destination that is deemed "avoid non-essential travel" or "avoid all travel" by the Department of Foreign Affairs, Trade and Development (DFATD).

26.2.1\* Upon receipt of the above notice, Human Resources shall:

- a) contact the insurance provider to seek insurability, which is determined at the insurer's sole discretion;
- b) notify the Supervisor and Employee of the results of the contact.

26.2.2\* Where appropriate travel insurance cannot be secured by Human Resources or the Office of Risk Management or the travel is deemed by the risk analysis to be inadvisable, the Employee shall not be required or permitted to travel to a destination as that described in 26.1.2.

## **ARTICLE 27 FUNDS**

### **27.1\* Employee's Financial Aid Fund**

The Employer shall maintain an Employee's Financial Aid Fund to assist individuals who have been a member of the Bargaining Unit within the past twelve (12) months in financial need and in order that they continue to perform their duties. The Fund will assist in the payment of tuition, UHIP fees, costs associated with caring for dependents and assistance for members with urgent financial needs. In the case of an approved leave of absence from studies wherein the Employee retains Student Status, the Fund will assist in the payment of UHIP fees, costs associated with caring for dependents and assistance for members with urgent financial needs.

#### **27.1.1\* Allocation and distribution of the fund**

Effective September 1 of each year, the annual amount allocated to the fund shall be based on the following formula: 0.8% of all the annual salary mass based on the previous financial year of allocation.

Any unspent monies shall remain in the fund for future distribution.

#### **27.1.2\* Administration of the fund**

The fund shall be administered by the Labour/Management Committee, which shall establish criteria, priorities, and procedures for application to and distribution of the fund as well as the manner in which financial need must be demonstrated, and these shall be established by a majority vote of the Committee. The Labour/Management Committee shall prepare an annual report on the disbursement of monies from this fund and transmit a copy to each of the Parties.

#### **27.1.3\* Distribution of the fund**

An individual who is awarded financial aid assistance will be issued a payment in their name in the amount of the balance of the approved financial assistance after outstanding tuition and fees have been deducted. Such payment shall be issued within two (2) weeks of the approval by the Labour/Management Committee.

For the purposes of article 27.1 only:

"Dependent" – is a person who at any time in the year is dependent on the Employee for support and is:

- The child or grandchild of the Employee, the Employee's spouse or partner; or,
- The parent, grandparent, brother, sister, uncle, aunt, niece or nephew, if that person resided in Canada at any time within the last three hundred and sixty-five (365) days, of the Employee or the Employee's spouse or partner.

"Child" – refers to:

- A person of whom the Employee is the legal parent;
- A person who is wholly dependent on the Employee for support and of whom the Employee, has, or immediately before the person attained the age of nineteen (19) years had, in law or in fact, the custody and control; or,
- A child of the Employee's spouse or partner.

"Care for dependent" is child care, attendant care or emergency caregiving.

## **27.2\***

### **Conference Fund**

The Employer agrees to maintain a Conference Fund to be jointly administered by the Labour/Management Committee for undergraduate and graduate Students who have been a member of the Bargaining Unit within twelve (12) months prior to applying to the fund for the purpose of presenting research that is not part of the Employee's thesis. The research should be related to the work done during a Teaching Assistant or Research Assistant position.

The Employer shall remit into the Conference Fund thirty-seven thousand dollars (\$37,000) on September 1, 2022, thirty-seven thousand dollars (\$37,000) on September 1, 2023, and thirty-seven thousand dollars (\$37,000) on September 1, 2024. Any remaining funds in a given Academic Year shall be carried forward to subsequent Academic Years.

Application for this Fund will be made on the CUPE 2626 Conference Fund application form and is subject to the conditions for that fund as amended in this provision.

The Conference Fund will reimburse the following expenses to a successful applicant who is the presenter of a poster or paper presentation, with the understanding that no more than one co-author will be funded for any given conference presentation (if the author is not the presenter, an explanation must be provided as part of the application):

- i) travel expenses;
- ii) accommodation expenses;
- iii) registration costs.

Reimbursement of expenses shall be subject to the submission of receipts. The Labour/Management Committee will decide on the zones and the maximum amount awarded for each zone.

The application must be submitted at least two (2) weeks before the starting date of the conference. The reimbursement request must be submitted no later than four (4) months after the end of the conference.

An application for funding from the Conference Fund shall include proof of being a member of the Bargaining Unit within the twelve (12) months prior to the application, and all documentation required. The proof of acceptance from the conference organizers (or a copy of the program) as well as proof of attendance must be included with the application. The applicant will have to describe what other sources of funding they have received so that the same expenses will not be reimbursed twice.

In any given year, priority will be given to applicants who have not received a grant in the same financial year. Furthermore, funding for undergraduate Students may not exceed twenty-five (25) percent of the funding in any given year.

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

## **27.3**

### **Tuition Fund**

Starting September 1, 2024, the Employer will deposit each year an amount of \$250,000 into a specific fund aimed at helping members cover tuition fees that would not have been covered by the financial aid fund for employees (art. 27.1).

The Union agrees to provide the Employer, before August 31 of each year (for example the audit for 2024-2025 must be submitted by August 2026), an audited statement attesting to the appropriate disbursements of the funds.

The Union acknowledges and agrees that other than making its contribution as set out in this Section, the Employer shall not be obliged to manage or disburse the funds associated with this provision. The Union shall be responsible for meeting all legislative and fiduciary requirements associated with the administration of this fund. The Union shall accept any consequences associated with a failure to meet any necessary obligation. The Employer will bear no responsibility for any deficit incurred by the Tuition Fund. The Employer accepts that the Union carries over the unspent amounts in this Fund to subsequent years. Tuitions coverage for the specified time periods does not in any way imply or connote a continuing employment relationship for the member beyond the end date of their appointment.

## **ARTICLE 28**

### **UNION AND EMPLOYEE ENTITLEMENTS**

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

28.1.1 The Employer shall ensure that appropriate meeting rooms and voice-mail messaging are available to Employees who are required by their Supervisor in their job description to consult or meet with Students.

28.1.2\* Where the Supervisor requires the Employee to make use of certain textbooks or other written materials, such materials shall be provided without cost to the Employee. When textbooks or other physical materials are provided to the Employee, they shall be returned at the end of the contract unless the Supervisor indicates this is not necessary. When any form of material, whether physical or electronic, is provided to the Employee, the Employee shall not make copies of the material, or make it available to others, unless the Supervisor permits this. When electronic material is provided to the Employee, the Employee shall delete the electronic material at the end of the contract upon the Supervisor's request. There shall be no cost for the use of any equipment or facilities required for the performance of an Employee's duties, provided the Employee's Supervisor has approved the use of such equipment or facility in performing their duties.

28.1.3\* Each Employee shall have an e-mail account and shall have access to computing facilities on campus, including the Internet, at no cost to the Employee for use in the performance of the Employee's duties.

28.1.4\* For the duration of their appointment, each Employee shall benefit from preferential rates purchase software products from Microsoft. Eligibility for these preferential rates is confirmed with an active University employee e-mail address.

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

28.1.6\* Upon request, every Employee may receive, free of charge, a parking permit which will entitle them to park in University of Ottawa parking lots not reserved for pay-and-display, parking meters or other restricted areas, at any time on Saturdays, Sundays and holidays.

#### **28.2\* University Facilities and Service for the Union**

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

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

- i) room reservation and use of Employer's audio-visual equipment excluding any required technician or support), including auditoriums and classrooms, exhibit and promotional spaces, and outdoor and recreational spaces as defined by the Conventions and Reservations service. Excludes rooms and spaces for which ALL internal and external clients are required to pay for rentals since these are paid for by the faculty or the services. (ex: DMS 4101, 12102, 12110, FSS 4007 and others);
- ii) two (2) Internet connections; and



iii) the Employer's internal mail service.

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

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

### **28.3 Merger Protection**

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

## **ARTICLE 29**

### **TRANSLATION AND DISTRIBUTION OF THE AGREEMENT**

#### **29.1 Translation**

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

#### **29.2\* Printing and Distribution**

Within thirty (30) days of the approval of the translation of the Agreement by the Parties, the Employer shall arrange for the printing of the Agreement. Each Party shall pay the cost of the number of copies they wish to have printed. The Employer shall provide a web link to the Agreement to each Employee who is a member of the Bargaining Unit and subsequently to all new Employees, at the time of their initial appointment at the University of Ottawa.

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

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

This Agreement shall continue in force and effect from September 1, 2022 to August 31, 2025, and shall be renewed automatically thereafter for periods of one (1) year each unless either Party notifies the other in writing within the period of three (3) months before the Agreement ceases to operate that it desires to terminate this Agreement. Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is ratified or the right to strike or lockout accrues, whichever first occurs.

#### **29.4\* Negotiations**

In the event of notice being given requesting negotiations to amend the Agreement, the Parties shall meet within thirty (30) days following receipt of such notifications and thereafter both Parties shall negotiate in good faith.

**ARTICLE 30**  
**EMPLOYEES HOLDING RESEARCH ASSISTANT CONTRACTS PAID FROM EXTERNAL FUNDS**

\* This Article applies only to Research Assistants who are paid from sources other than the University's operating funds such as from monies awarded to a professor or a group of professors by an external agency in the form of grants, research grants and external contracts.

**30.1\* Roles and Responsibilities**

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

**30.2\* Hourly Rate of Pay**

The hourly rate of pay for Research Assistants covered under this Article shall be at least that of a Research Assistant paid from the University's operating budget as set out in Article 32. Rates paid at the time of ratification of this Collective Agreement will remain in effect until the termination of the grant.

**30.3\* Employer Contributions**

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

**30.4\* External Agency Regulations**

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

**30.5\* Termination of Grant**

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

**30.6\* Information**

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

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

**30.7\* Notwithstanding Provision**

External agencies (which may include industrial agencies) may require additional restrictions that may contravene some of the provisions of the Collective Agreement. In such cases, the rules of the

external agency shall prevail except regarding questions of Health and Safety, Harassment, Discrimination, Grievance, Discipline, Evaluations, Personnel File, and Positions and Rates of Pay.

**30.8\* Job Posting and Appointments for Externally Funded Positions**

When the Employer decides to make a job posting for an externally funded position, Article 18 shall be applied in its entirety, subject to Article 30.7 (Notwithstanding Provision).

**30.9\* Copyright and Intellectual Property**

If the Job Description of a position paid from external funds fails to address a specific matter of copyright or intellectual property, the Parties shall apply Article 21.2 wherever possible, subject to Article 30.7.

## **ARTICLE 31 ASSIGNMENT AND WORKLOAD**

### **31.1\***

- a) When a Student is hired, individual contracts will not exceed one hundred and seventy (170) hours. This does not exclude the possibility of an Employee being offered more than one (1) contract, as long as the provisions of this Agreement are respected.
- b) In the case of full-time graduate Students, the total number of contracted hours of work will not exceed a maximum of one hundred and seventy (170) hours per term as required by the University academic regulations for full-time status. Exceptions to the one hundred and seventy (170) hour limit may be granted subject to applicable academic regulations and provided no other qualified Employee is available for the contract.
- c) Except in exceptional circumstances, no Employee shall be required to work more than twenty-five (25) hours in a single week, and no Employee shall be required to work more than a total of forty (40) hours in any period of two (2) consecutive weeks.
- d) In the case of research assistantships, hours of work may exceed more than twenty-five (25) hours per week up to a maximum of forty (40) hours per week for four (4) consecutive weeks at the request of the Employee and with the agreement of the Supervisor, it being understood that there can only be one such contract in a term.
- e) The Employer will notify the Union of any exceptions granted under this article.

### **31.2\***

All duties of the Employee shall be included in the calculation of the time involved in the assignment. These duties may include but are not limited to: preparation, teaching, attending lectures, demonstrating, leading discussions, laboratory supervision, marking, Student consultation, invigilating, holding office hours, setting up experiments, supervision of field trips, researching, preparing reports, writing papers, conferring with the Supervisor in charge as required by the assignment, and provision of other academic support and assistance. When possible, the Employer will endeavour to inform the Employees of the Employee's schedule or changes to it by giving reasonable notice. Time allocated to assigned duties will be within reasonable limits, given the demands of the job and the employing Unit. The size of the class or seminar and the amount and complexity of their assignments shall be taken into consideration when making these allocations, and such allocations shall reflect and not unreasonably exceed the allocations of the previous three (3) years.

### **31.3\***

Once the Employee has been assigned to a Supervisor:

- a) If the offer of employment includes a proposed detailed list of tasks and time assigned to each task, the offer of employment shall reference the fact that the Employee may request to meet with their Supervisor to discuss any potential modification to the tasks assigned;
- b) If the offer of employment does not include a detailed list of tasks as per 31.3 a), the Supervisor shall complete the Description of Duties and Allocation of Hours Form (i.e., Appendix B), in accordance with the Job Description Guidelines (i.e., Appendix C), which will include a detailed list of tasks and indicate the approximate time to be spent on each task and its preparation. The Employee may request to discuss with their Supervisor any potential modification to the tasks assigned;

- c) In cases where an Employee is employed for the first time in a course or with a different Supervisor, the Supervisor shall ensure that a meeting occurs in person within fifteen (15) Working Days of the beginning of employment to discuss scheduling and the list of tasks as per Article 31.3 (a) or the Description of Duties and Allocation of Hours Form (Appendix B), as described in 31.3 b). In cases where it is not the first time an Employee is employed in a course, the Unit shall ensure that the list of tasks or the Description of Duties and Allocation of Hours Form (Appendix B) is shared with the Employee by email within the first month of the contract.

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

**31.4\*** Supervisors shall be responsible for meeting at least once individually with each Employee at or about the mid-point of their appointments, for the purpose of conducting a review of each Employee's job description, ensuring that Employee's hours of work as set out in their job description continue to be appropriate.

Following this meeting, the Supervisor, with approval of the Chair, shall inform the Employee of any revisions to the Employee's Description of Duties and Allocation of Hours form, and shall issue a revised copy of Appendix B or a revised list of tasks as per 31.3 a), to the Employee. Provision for attendance at meetings shall be included in the hours allotted on each Employee's job description.

**31.5\*** Where an Employee has any reason to believe that they may be unable to perform the duties specified in the job description within the hours specified thereon (either the total hours or the hours applicable to a section thereof):

- a) the Employee shall deliver a Workload Review Form (Appendix E) to the Employee's Supervisor without delay from the point at which they ought to have reasonably known about the problem.
- b) the Supervisor will meet with the Employee within four (4) Working Days to discuss the problem and determine how the work remaining will be handled within the remaining hours of the appointment and without increasing the number of hours of the contract by reducing the remaining assigned duties.

This will be confirmed in writing by the Supervisor within four (4) Working Days of the meeting.

**31.6\*** In cases where the Supervisor determines, with the Employee's agreement, that additional hours must be added to the appointment in order to complete the duties assigned, consent must be obtained in writing from the Unit before the additional hours are worked by the Employee.

In cases where the Supervisor or Employer fails to follow the procedures outlined in Articles 31.3, 31.4 and 31.5, and where the Employee has complied with Article 31.5, the Employee shall not be required to work beyond the end-date of the contract, nor work additional hours to those stipulated in the contract. Any additional hours consented to by the Supervisor, the Chair and the Employee shall be remunerated as part of a new contract.

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

**31.7\*** An Employee can submit the Workload Review Form (Appendix E) without prejudice.

- 31.8** For workload duties where the choice of approach is not specified in sufficient detail by the Supervisor, no Employee shall be penalized or prejudiced in any way for their choice of approach, as long as the instructions given were followed in good faith.
- 31.9** No Employee shall be required to do work of a personal nature for any other person employed by the University.
- 31.10\*** Paragraph 31.2 shall not be read to mean that the Employer cannot require an Employee to work the full number of hours set out in the contract. Further, paragraph 31.2 shall not be read to mean that the Employer can use the previous allocations to require an Employee to work more than the hours of the contract.
- 31.11\*** Pursuant to Article 31.6, additional hours up to ten (10) percent of the initial contract shall not reduce future or remaining entitlements.
- 31.12\*** Subject to operational requirements, the Employer shall endeavour to minimize excessive fluctuations in the hours of work of a position, in accordance with 31.1. Anticipated excessive fluctuations shall be clearly identified at the time of appointment in the Description of Duties and Allocation of Hours Form (Appendix B).

**ARTICLE 32  
POSITIONS AND RATES OF PAY**

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

**32.2 Remuneration**

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

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

32.2.3\* Undergraduate Students who are part of the Bargaining Unit and who have previously obtained a graduate degree shall receive the graduate rate of pay.

**32.3 Base Salary Rates**

<b>Base Rates<sup>1</sup></b>	1 Sept. 2022	1 Sept. 2023	1 Sept. 2024
	31 Aug. 2023	31 Aug. 2024	31 Aug. 2025
<b>Graduate Studies</b>			
Teaching Assistant / Demonstrator / Lab Monitor / Research Assistant / Tutor	\$47.59	\$49.02	\$50.25
Marker	\$34.69	\$35.73	\$36.63
Proctor	\$33.69	\$34.70	\$35.57
<b>Undergraduate Studies</b>			
Teaching Assistant / Demonstrator / Lab Monitor / Research Assistant / Tutor	\$30.20	\$31.11	\$31.89
Marker	\$28.91	\$29.78	\$30.53
Proctor	\$28.07	\$28.91	\$29.64

<sup>1</sup> Vacation pay and holiday pay not included

**32.4\* Vacation Pay and Holiday Pay**

In addition to the hourly rates set out in 32.3, Employees are entitled to 4% vacation pay and 2.5% holiday pay. The total vacation and holiday pay shall be identified separately and clearly on each of the pay statements.



**32.5\* Salary Deposit**

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

**32.6 Processing Delay**

32.6.1\* Payment of Salary

The Employer shall produce a pay for an Employee no later than by the second (2nd) pay cycle in the month after the Employee has begun the work, provided the Employee has accepted their contract by the time the work begins. If the Union advises Academic Labour Relations that a pay has not been produced for a given Employee pursuant to this provision, the Employer shall pay the Employee on the next possible exception pay.

32.6.2\* Unconfirmed Contracts

In instances where the contract is not confirmed and/or accepted by all Parties within ten (10) days of the actual start of the work assignment approved under section 18.4.4, the Faculty shall make arrangements for an advance payment on the remuneration equal to two (2) weeks' wages.

**32.7\*** Upon request of the Employee to Human Resources Service, the Employer shall issue to the Employee a Record of Employment within five (5) Working Days.

**ARTICLE 33  
COOP SALARY RATES**

**33.1\* Base salary rates for the COOP Program**

The base salary grid for COOP research assistants and teaching assistants excludes 4% vacation pay and 2.5% holiday pay.

2022-2023

	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5
Undergraduate	\$16.24	\$17.44	\$18.65	\$19.95	\$21.39
Graduate (Master's)	\$21.39	\$23.07	\$24.93	\$26.89	-

2023-2024

	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5
Undergraduate	\$16.73	\$17.96	\$19.21	\$20.55	\$22.03
Graduate (Master's)	\$22.03	\$23.76	\$25.67	\$27.70	-

2024-2025

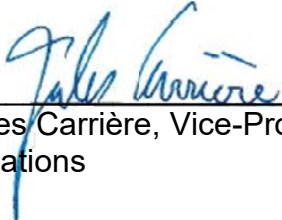
	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5
Undergraduate	\$17.15	\$18.41	\$19.69	\$21.06	\$22.58
Graduate (Master's)	\$22.58	\$24.36	\$26.32	\$28.39	-

**33.2 Vacation Pay and Holiday Pay**

In addition to the hourly rates set out in 33.1, COOP research assistants and teaching assistants are entitled to 4% vacation pay and 2.5% holiday pay. The total vacation and holiday pay shall be identified separately and clearly on each of the pay statements.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signature at the City of Ottawa, on the 4<sup>th</sup> day of February, 2025.

**University of Ottawa**



\_\_\_\_\_  
Jules Carrière, Vice-Provost, Faculty Relations

**The Canadian Union of Public Employees and its Local 2626**



\_\_\_\_\_  
CUPE National Representative



\_\_\_\_\_  
Nicholas Dallaire, President, CUPE 2626

## APPENDIX A ENTITLEMENT LIST TEMPLATE

Liste d'admissibilité - Art. 18.7.2 et 18.7.3 (SCFP 2626) / Entitlement List - Art. 18.7.2 and 18.7.3 (CUPE 2626)

Unité académique / Academic Unit

A

Faculté / Faculty

Z

Date

30 juin 2024

Pour l'année d'études en cours / For the current year of study

No Employé-e / Employee ID	Niveau d'études / Level of Studies	Trimestre d'Admission / Admission Term	Heures travaillées / Hours Worked	Heures offertes et/ou refusées / Hours Offered and/or Declined	Heures dues / Hours Owed	Droit pour la prochaine année d'études (oui/non) / Entitlement for the next year of study (yes/no)	Si non, raison / If no, reason
100256234	PhD	2022 Fall	65	65	0	Y	n/a
100356876	PhD	2020 Fall	130	0	0	N	no longer enrolled full-time

# APPENDIX B

## DESCRIPTION OF DUTIES AND ALLOCATION OF HOURS FORM

**UNIVERSITÉ D'OTTAWA**  
**FACULTÉ DES ÉTUDES SUPÉRIEURES**  
**ET POSTDOCTORALES**



uOttawa

**UNIVERSITY OF OTTAWA**  
**FACULTY OF GRADUATE AND**  
**POSTDOCTORAL STUDIES**

**DESCRIPTION DE POSTE ET ATTRIBUTION DES HEURES**

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

**DESCRIPTION OF DUTIES AND ALLOCATION OF HOURS**

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

INITIALE  
INITIAL

MODIFIÉE  
AMENDED

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

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

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

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

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

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

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

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

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

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

Inscriptions approximatives par AE  
Estimated Enrolment per T.A. :

Tâches telles qu'inscrites ci-dessous (voir l'annexe C) (joindre une feuille séparée si l'espace ne suffit pas)  
Duties as specified below (See Appendix C) (attach a separate sheet if space is insufficient)

Moyenne d'heures par semaine  
Average number of hours per week :

Nombre total de semaines  
Total number of weeks :

TÂCHES - DUTIES	Heures par tâches initiales Hours per initial task	Heures par tâches révisées Hours per revised task
Pour les descriptions/définitions, il faut consulter l'Annexe C et l'Article 4.3 traitant des classifications de postes. Refer to Appendix C and Article 4.3 on Job Classifications for descriptions/definitions.		
Formation - Training		
Préparation - Preparation		
Contact - Contact		
Correction / Notation - Marking / Grading		
Autres tâches - Other duties		
<b>Nombre total d'heures</b> Total number of hours		

**B DÉCLARATION / SIGNATURES**

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

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

Préparé par - Prepared by

Approuvé par - Approved by

Faculté, École, Département - Faculty, School, Department

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

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

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

Date (Superviseur) Signature (Supervisor)

Date (Employé) Signature (Employee)

**C CHANGEMENTS À MI-CONTRAT DÉCOULANT DE LA RÉVISION (S'il y a lieu) - MID COURSE REVIEW CHANGES (If any)**

Date de la rencontre - Date of meeting

Remarques / Changements - Comments / Changes

Année - Year Mo. Jour - Day

Préparé par - Prepared by

Approuvé par - Approved by

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

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

Date (Superviseur) Signature (Supervisor)

Date (Employé) Signature (Employee)

ESUP-5182 PDF 2005/07

DISTRIBUTION DES COPIES / DISTRIBUTION OF COPIES  
 SUPERVISEUR / EMPLOYÉ / DOSSIER PERSONNEL DE L'EMPLOYÉ  
 SUPERVISOR / EMPLOYEE / EMPLOYEE'S PERSONAL FILE

## **APPENDIX C**

### **GUIDELINES FOR PREPARING THE DESCRIPTION OF DUTIES AND ALLOCATION OF HOURS FORM**

#### **Purpose**

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

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

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

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

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

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

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

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

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

**Marking/Grading:** The nature and estimated number of assignments to be graded should be indicated, together with guidance as to the appropriate amount of time which should be devoted to marking each class assignment. The estimated enrolment should be used in determining marking hours. If the marking workload will be unevenly

distributed during the term, this should be stated. Should the number of assignments to be marked exceed the original estimate, Supervisors must take appropriate measures to ensure the total time allocation for marking/grading is not exceeded (e.g., by increasing the hours allocated, by reducing the number of assignments to be graded, or by other measures). Similarly, Supervisors should verify as early as possible that the time allocated per assignment has been appropriately estimated.

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

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

### **Revision of Job Description**

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

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

### **Training**

- \_\_\_\_\_ Attending Employee training sessions
- \_\_\_\_\_ Attending Health and Safety training sessions
- \_\_\_\_\_ Web CT and Virtual Campus training, Brightspace and/or other software platform training
- \_\_\_\_\_ Provincially mandatory training

### **Preparation**

- \_\_\_\_\_ Preparing course outline
- \_\_\_\_\_ Selecting relevant texts
- \_\_\_\_\_ Preparing discussion outlines
- \_\_\_\_\_ Preparing handouts
- \_\_\_\_\_ Preparing reading lists
- \_\_\_\_\_ Preparing bibliographies
- \_\_\_\_\_ Designing and preparing tests/examinations
- \_\_\_\_\_ Preparing assignments/problems sets
- \_\_\_\_\_ Reading texts/manuals/source materials

- \_\_\_\_\_ Preparing tutorial/lecture notes
- \_\_\_\_\_ Preparing audiovisual materials
- \_\_\_\_\_ Attending Supervisor's lectures/seminars
- \_\_\_\_\_ Attending Supervisor's labs/tutorials
- \_\_\_\_\_ Announcing special seminars/workshops
- \_\_\_\_\_ Consulting with course Supervisor
- \_\_\_\_\_ Preparing/setting up laboratory materials
- \_\_\_\_\_ Uploading files to Brightspace and/or other software platform

### **Research**

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

### **Contact Time**

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



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

### **Marking/Grading**

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

### **Other Duties**

- \_\_\_\_\_ Exam invigilation
- \_\_\_\_\_ Preparation for proctoring (ex. Transporting exams, counting exams, preparing class lists, etc)
- \_\_\_\_\_ Time spent after proctoring (ex. Alphabetizing exams, transporting exams, etc)
- \_\_\_\_\_ Calculating/recording/tabulating grades

\_\_\_\_\_ Meetings with other Employees

\_\_\_\_\_ Clerical (e.g., photocopying handouts/ readings)

\_\_\_\_\_ Other Duties (Please Describe)

**NOTES:**

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

**APPENDIX D  
MANDATORY TRAINING**

<b>Name of Mandatory Training</b>	<b>Responsible Sector</b>	<b>Estimated Time to Complete Training</b>
1. Worker Health and Safety Awareness (online workshop)	Office of Risk Management	0.5 hour to 2 hours
2. Violence Prevention (online workshop)	Office of Risk Management	0.5 hour to 2 hours
3. Respect in the Workplace (online workshop)	Human Rights Office	1.5 hours
4. Accessibility Standards for Customer Service (online workshop)	Human Rights Office	1.5 hours
5. Working Together: The Code and the AODA (online workshop)	Human Rights Office	1.5 hours
6. What to do when someone discloses an alleged incident of sexual violence	Leadership, Learning and Organizational Development	1 hour
7. Supervisor Health and Safety Awareness (online workshop)	Office of Risk Management	From 0.5 hour to 2 hours
8. Digital Self-Defence (online training)	Information Technology	1.5 hours
9. Health and Safety - Roles and Responsibilities (self-guided training)	Office of Risk Management	1 hour

**APPENDIX E  
WORKLOAD REVIEW FORM**

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

**To be completed by the employee:**

Name \_\_\_\_\_

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

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

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

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

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

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

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

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

Response:

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

**APPENDIX F  
LETTERS OF UNDERSTANDING**

**LETTER OF UNDERSTANDING (“LOU”)**

**BETWEEN**

**The Canadian Union of Public Employees Local 2626 (the “Union”)**

**and**

**The University of Ottawa (the “Employer”)**

**(Collectively, the “Parties”)**

**Regarding the *Protecting a Sustainable Public Sector for Future Generation Act* (“Bill 124”)**

WHEREAS during the course of bargaining in relation to the Collective Agreement for the period of September 1, 2019, to August 31, 2022, the Parties reached an agreement on provisions relating to compensation increases in accordance with Bill 124 that are incorporated into the Collective Agreement commencing September 1, 2019, and ending August 31, 2022;

WHEREAS the Parties signed a Memorandum of Understanding (“MOU”) on June 9, 2020, stipulating that in the event Bill 124 were overturned by the courts and not replaced with similar legislation with provisions about compensation increases, the Parties would meet to re-engage in discussions solely on the percentage increase provided in Article 32.3 in the Collective Agreement for the corresponding moderation period, i.e., from September 1, 2019, to August 31, 2022;

WHEREAS the MOU expired on August 30, 2022, and is no longer in effect;

WHEREAS on November 29, 2022, Bill 124 was declared null and void by Ontario’s Superior Court of Justice (“Bill 124 litigation”);

WHEREAS, the Ontario Court of Appeal upheld the Superior Court’s decision and the government of Ontario thereafter repealed Bill 124 on February 24, 2024;

WHEREAS the Union as a party to the Bill 124 litigation seeking to obtain a remedy in relation to Bill 124;

WHEREAS the Parties agree that Bill 124 is no longer in effect at the time of signing this Letter of Understanding;

WHEREAS the Employer recognizes that, although the MOU is expired, in a spirit of internal equity and fairness at the University, the Employer is willing to provide the following increase to salary rates to cover the moderation period;

THEREFORE the Parties agree to the following terms:

1. The Parties agree to the following non-retroactive salary increases for the period from September 1, 2019, to August 31, 2022. For further clarity, no retroactive compensation will be provided to Union members by the Employer with respect to Bill 124 for the moderation period from September 1, 2019, to August 31, 2022.
  - September 1, 2019 – August 31, 2022 An additional 5.5% for a total of 8.5% for the moderation period.

For further clarity, the breakdown is as follows:

September 1, 2019 – August 31, 2020	An additional 1% for a total of 2%
September 1, 2020 – August 31, 2021	An additional 2% for a total of 3%
September 1, 2021 – August 31, 2022	An additional 2.5% for a total of 3.5%

The Parties agree that the salary rates starting September 1, 2022, shall be calculated taking into account the above increase.

2. This Letter of Understanding (LOU) is an essential part of the settlement package and conditional upon ratification by the members of the Union and approval from the Executive Committee of the Board of Governors of the University of Ottawa. The Parties will schedule ratification meetings to take place as soon as possible, but no later than twenty-one (21) calendar days after the signing of this LOU.
3. The Parties agree that paragraph 4 will not be activated until all disputes and legal proceedings in connection with Bill 124 have been fully resolved and completed.
4. The Union agrees that its members should not receive duplicate salary increases for compensation losses resulting from Bill 124. In the event that the Government of Ontario pays Union members financial wage compensation (excluding any possible punitive compensation), the Parties will meet no later than fifteen (15) business days following the activation of this paragraph, to determine whether duplicate salary increases have occurred and if so, how to handle the duplication. In the event that the Parties are unable to reach agreement, the Parties will jointly agree upon an arbitrator who will convene a meeting with the Parties to determine the remedy to this matter either by mediation, and if that fails, by arbitration.
5. This LOU resolves all claims the Union may have in any way against the University for lost compensation arising from Bill 124. For clarity, nothing in this LOU prevents the Union from claiming a remedy from the Government of Ontario.
6. Except for those matters expressly dealt with in this LOU, the Union and the Employer reserve their rights under the Collective Agreement, including the implementation of this LOU.

In witness whereof, the Parties have signed on March 22, 2024.

**LETTER OF UNDERSTANDING (“LOU”)**

BETWEEN:

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 2626**

(the “Union”)

AND:

**UNIVERSITY OF OTTAWA**

(the “Employer”)

**Clarification Regarding Article 20.10 –  
Union Access to Membership via Graduate Student Orientation Sessions**

WHEREAS the Union and the Employer want to make sure that academic units are well aware of Article 20.10 of the Collective Agreement;

THEREFORE, the Parties agree that the Employer will send a reminder to all academic units and copy the Union on the e-mail to remind academic units of their obligations under Article 20.10 of the Collective Agreement no later than sixty (60) days prior to the beginning of the fall term.

This LOU expires on August 31, 2025.



## LETTER OF UNDERSTANDING

BETWEEN:

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2626**

(the "Union")

AND:

**UNIVERSITY OF OTTAWA**

(the "Employer")

### **Environmental Sustainability**

Whereas the Union and the Employer wish to express their respective commitment to environmental sustainability in the workplace;

And whereas the Union and the Employer recognize the importance of strategies and activities that minimize adverse environmental impacts, enhance and protect the natural environment and meet the needs of Employees in the workplace and as such, are each committed to engaging in efforts to support environmental sustainability practices in their respective workplaces;

THE PARTIES AGREE TO THE FOLLOWING:

1. At the initiative of either Party, the Union and the Employer will discuss environmental sustainability practices impacting the workplace of Employees. Such discussions will be held in accordance with article 9 (Labour/Management Committee) of the Collective Agreement.
2. This Letter of Understanding is without prejudice or precedent to any other matter which may arise in the future between them.
3. This Letter of Understanding is effective on the date of signature by both parties and expires on August 31, 2025.