

**Article 2: Definition of the Unit**

- 2.1 The composition of the bargaining unit shall be as defined by the certificate of the Ontario Labour Relations Board, dated June 18, 1975, as further specified by decisions of the Board dated April 4, 1975 and June 18, 1975, which may be amended from time to time. This certificate, and subsequent amendments, if any, shall be deemed to be incorporated into and become a part of this Collective Agreement (see Appendix C).
- 2.2 All persons recognized by the employer as being members of the bargaining unit as of the date of signing this Collective Agreement who remain in the employ of the employer, shall continue to be members of the unit (except those who become excluded under the provisions of Article 2.1 above or those who are transferred to positions not under the jurisdiction of this Collective Agreement) without prejudice to any further cases.
- 2.3 An employee on any form of leave or one who accepts a reduced-time appointment or a reduced workload pursuant to Article 9.10, 13.6, and/or 13.7 shall continue to be a member of the bargaining unit.
- 2.4 An employee initially appointed with a workload of at least one-half the normal workload of academic staff shall be included in the bargaining unit.
- 2.5 Persons engaged in instructional duties will be included in the bargaining unit if they teach more than two (2) full-credit courses in the Fall and Winter terms, or if they teach more than three (3) full-credit courses in any academic year ending August 31. (Repeated sections will count as if they were other courses.)
- 2.6 In recognition of the unique nature of the studio component of the Architecture the parties agree that, solely for the purposes of Article 2.5 of the Collective Agreement, a section of a studio course in Architecture for one term shall be deemed to have a full-course equivalent credit value of 1.0.
- 2.7 A member of the bargaining unit including Chairs and Directors of Institutes shall not simultaneously hold an excluded management position at Carleton University, as defined by the *Ontario Labour Relations Act*.**
- 2.8 All faculty members, instructors or librarians employed by Carleton University to teach courses for degree credit shall be included in the bargaining unit represented by the Union, if they would be included in the bargaining unit were they teaching in Ottawa. Such persons will have departmental status in the academic unit at Carleton to which their appointment elsewhere belongs, and that academic unit will be involved in the appropriate tenure and promotion processes according to the Collective Agreement. However, the terms of the agreement will be interpreted as site specific, such that, for example, exigency and seniority clauses will apply to the campus on which the program is being offered.**
- 2.9 In the event of a closure of an academic unit or program, all employees affected by**

**the decision on campuses outside Ottawa shall have the right either of transfer to the same Unit or program at the Ottawa campus with the same rights and privileges as they held at the outside campus or, in the event there are no such positions, of severance equivalent to that provided for in Article 17.8.**