

COLLECTIVE AGREEMENT

between



Carleton University
Academic Staff Association

and



Unifor Local 567

May 1, 2018 to April 30, 2021

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Article 1 – Recognition

- 1.1 The Employer recognizes Local 567 of Unifor and its successors as the sole and exclusive bargaining agent for all of its Employees and hereby agrees to negotiate with the Union, and any of its authorized committees, concerning all matters affecting the relationship between the parties.
- 1.2 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative that may conflict with the terms of this Collective Agreement.
- 1.3 All written correspondence between the parties arising from the application, administration, or interpretation of this Collective Agreement, except where otherwise expressly provided, shall pass between the President of the Association (or designate) and the Steward of the Union assigned to the bargaining unit (or designate).

Article 2 – Preamble

- 2.1 The purpose of this Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and Employees represented by the Union and to establish terms and conditions of employment relating to remuneration, hours of work, employee benefits and working conditions and to provide a method of settling any differences, which may arise between the parties hereto.
- 2.2 During negotiations for a renewal of this collective agreement, the parties may, from time to time, invite third parties to make representations on specific issues at the bargaining table subject to the restrictions in Articles 7.5 and 16.3. Third parties shall be defined as individuals who are not regular members of either bargaining team. The parties agree to the principle that legal counsel shall not be regular members of either bargaining team.

Article 3 – Definitions

- 3.1 “Association” or “CUASA” shall mean the Carleton University Academic Staff Association.
- 3.2 “CAUT” shall mean the Canadian Association of University Teachers.
- 3.3 “CDI” shall mean career development increment.
- 3.4 “COFAS” shall mean the Canadian Organization of Faculty Association Staff.
- 3.5 “Day” shall mean a working day.
- 3.6 “Employee” shall mean any individual employed by the Association.
- 3.7 “Employer” shall mean the Association or any member of the Association authorized to act in a managerial capacity in regards to an Employee.

- 3.8 “Fiscal year” shall refer to a period beginning July 1 of a given year to June 30 of the subsequent year.
- 3.9 “JCAA” shall mean the Joint Committee on the Administration of the Agreement as established by the collective agreement between the Association and Carleton University.
- 3.10 “OCUFA” shall mean the Ontario Confederation of University Faculty Associations.
- 3.11 “Professional Employee” shall refer to Employees whose work is primarily of a professional, not administrative, nature including but not limited to the Director and Member Services Officer(s).
- 3.12 “Staff Relations Committee” shall refer to a committee made up of the Vice President, the Past President, the Treasurer and the Chair of the Equity Committee. The Vice President shall chair the Staff Relations Committee.
- 3.13 “Union” shall mean Unifor and its Local 567.

Article 4 – Non-Discrimination

- 4.1 The parties agree that there shall be no discrimination, interference, restriction or coercion exercised with respect to any Employee in regard to any matter including salaries, position, appointment, promotion, permanency, reappointment, dismissal, leave, employee benefits, or any other terms and conditions of employment except for such distinction, exclusion, limitation or protection as meets the criteria of a bona fide occupational requirement.
- 4.2 No discrimination, interference, restriction or coercion shall be exercised by reason of physical or mental disability (whether perceived or actual, temporary or permanent), race, creed, colour, ancestry, citizenship, ethnic or national origin, political or religious affiliation, belief or practice, sex, sexual orientation, gender identity, gender expression, marital status, family relationship or responsibility, personal or social life style or behaviour, age, or membership or activity in a union, clerical or lay status, language or place of residence or by reason of any association with any person who is a member of the forgoing designated groups.
- 4.3 The protection from discrimination includes the protection from retaliation on any ground against an Employee for his or her having taken action either as a complainant or grievor, or for assisting a complainant or grievor in taking action, or for acting as a witness or advocate on behalf of an Employee in legal or other proceeding.
- 4.4 No Employee shall be disciplined for voicing personal opinions on Association policy or business the performance of his or her duties when participating in Association meetings including but not limited to, CUASA Council, CUASA Steering Committee, CUASA standing and ad-hoc committees, and the EERC.
- 4.5 Any spousal or common-law benefits provided under this Collective Agreement shall be provided equally to same-sex partners.

Article 5 – Employment Equity

- 5.1 The parties acknowledge, recognize and endorse the principle of employment equity and agree to cooperate in the identification and removal of artificial and/or systemic barriers in recruitment, selection, hiring, training and promotion of equity-seeking groups.
- 5.2 Equity cooperation shall emphasize increasing the number of designated group members, improving their employment status and increasing inclusiveness through identification and implementation of steps to improve the employment status and promote full participation of these designated target groups during their employment. The parties agree that the best available candidate should be hired, regardless of membership or non-membership in a designated group. However, where the qualifications of two candidates for appointment are relatively equal, and one of these candidates is a member of a designated group that is under-represented in the bargaining unit, then all else being relatively equal, the candidate of the under-represented group shall be offered the position.
- 5.3 For the purposes of this Agreement equity-seeking groups shall be defined as women, Aboriginal persons, persons with disabilities, visible minorities and gay, lesbian, bisexual, queer and transgender individuals.
- 5.4 All advertisements for vacancies shall include the following statement: “The Carleton University Academic Staff Association is an equal opportunity employer. Members of equity-seeking groups are encouraged to self-identify. Women, workers of colour, workers with disabilities, gay, lesbian, bisexual, queer and transgender workers and Aboriginal workers are encouraged to apply for this position.”
- 5.5 The Employer and the Union recognize that from time to time individual Employees may have special needs that require special accommodation within the workplace. The Employer and the Union hereby commit themselves to finding cooperative solutions to workplace and/or contractual barriers to workers with special needs requiring accommodation or given other permanent or temporary situations including, but not limited to, pregnancy, permanent or temporary disability or permanent or temporary medical needs.
- 5.6 The parties recognize that individuals, particularly women, sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e.: doctor, lawyer, professional counselor, intake worker from a shelter), an individual who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline.

Article 6 – Conflict of Interest

- 6.1 This Article shall only apply to members of the Association where the conflict of interest would directly apply to their relationship with Employees working under this Collective Agreement.

- 6.2 Employees, persons acting on behalf of the Employer, and persons acting on behalf of the Union shall avoid participation in or voting on any decision-making process in which they have a conflict of interest.
- 6.3 A conflict of interest includes but is not limited to situations in which an Employee, a person acting on behalf of the Employer or a person acting on behalf of the Union is involved in decision-making and:
- a) Stands to personally benefit or be harmed financially by virtue of the decision;
 - b) Has family or close friends who stand to benefit or be harmed financially by virtue of the decision; or,
 - c) Has a close personal relationship, whether positive or negative, with anyone who is affected by the decision-making process.
- 6.4 An Employee or member of the Association may not supervise a member of his or her immediate family.
- 6.5 Whenever a potential conflict of interest arises, the person who is first aware of the situation shall immediately inform the President or designate and relevant party or parties (in writing, upon request) of the potential conflict, with the goal of resolving the matter in an open and collaborative manner.
- 6.6 The usual remedy for alleviating a conflict of interest is the recusal or removal of the person with the conflict of interest from the decision-making process.

Article 7 – Rights and Privileges of the Union

- 7.1 All Employees covered by this Collective Agreement shall become and remain members of the Union as a term and condition of employment. The Employer shall inform new Employees prior to their being hired of this requirement.
- 7.2 Employees shall be entitled to use reasonable time during working hours for purposes of collective bargaining and to carry out the administration of this agreement. Time spent performing these functions shall be considered time worked for the Association.
- 7.3 Part-time casual Employees serving on the Employer-Employee Relations Committee shall be compensated at their normal rate for time spent in EERC meetings. If EERC meetings end early, the Employee shall be compensated for the time scheduled for the meeting.
- 7.4 Employees shall be entitled to reasonable time during working hours without loss of pay or benefits to attend meetings of the local Union. The Employer should be alerted ahead of time of the scheduling of such meetings and the time of absence of the employee(s).
- 7.5 The Union shall have the right, at any time, to have the assistance of representatives of Unifor and its local 567 in dealing or negotiating with the Employer. Such representatives shall have the right to contact workers at work on matters respecting this Agreement or its administration without loss of pay to the workers. They shall also have the right to

access the Employer's premises to assist in these matters and may, with prior notification, book the CUASA boardroom for Union business. The Employer shall have priority over the Union for the use of the boardroom.

- 7.6 The Employer agrees to deduct each month from the salaries of Employees the amount authorized as union dues and to transmit the monies as collected to the Union together with a list of Employees for whom such deductions were made. Such transmission shall occur no later than the 20th of the month following the month in which the deductions were made.
- 7.7 An Employee's service to the Union shall be treated in the same manner as duties performed for the Association.
- 7.8 A Union representative shall have the right to make representations at Council meetings with the consent of the chair and as duly scheduled in the agenda.
- 7.9 Employees have the right to be accompanied by a representative of the Union at any meeting with the Employer regarding their terms and conditions of employment.
- 7.10 The Union shall provide the Employer with a current list of Union representatives from time to time with whom the Employer would be expected to deal in regard to the administration of this Collective Agreement. It shall not discriminate against any Employee for carrying out the duties proper to their positions.
- 7.11 The Union shall receive copies of all correspondence sent to Employees related to the terms and conditions of their employment with the Association.
- 7.12 For the purposes of administering this Collective Agreement, the Employer shall provide the Union with the use of office supplies and photocopying and the Employer shall be reimbursed for actual costs relating to such use.
- 7.13 The Union shall have the right to make a presentation during the training of any new Steering Committee or Council member about the Union and the Collective Agreement.
- 7.14 The Union will reimburse the Employer for any actual costs resulting from the use of the Employer's equipment.

Union Leave

- 7.15 Union leave entitlements shall be granted subject to the ability of the Employer to carry out normal operations. Approval for any Union leave will not be unreasonably denied.
- 7.16 Paid Union Leave: Upon written notification to the employer at least five (5) days in advance, an Employee elected or appointed to represent the Union (except as provided for under Article 7.2) or who are attending Union education sessions shall be granted leave of absence with pay and benefits. Such leave shall be limited to fifteen (15) working days per year for the bargaining unit as a whole.
- 7.17 Additional Unpaid Union Leave: Additional Union leave shall be granted to those Employees elected or appointed to represent the Union on a long-term basis. Such leave shall be unpaid and without benefit coverage being paid by the Employer. The Employer

will continue the Employee's regular pay and benefits provided the full costs of this continuation are reimbursed by the Union in timely fashion upon receipt of itemizing accounting of such costs. Such additional leave shall be limited to two (2) years.

- 7.18 An Employee on Union leave under Articles 7.16 and 7.17 shall continue to accrue seniority at the regular rate.

Article 8 – The Employer's Rights

- 8.1 All the functions, rights, powers and authorities which the Employer has not abridged, delegated or modified by this Collective Agreement including, but not limited to, the right to hire, lay off, recall, determine the hiring criteria, define the job descriptions, determine the standards of work to be performed, evaluate, supervise, establish and enforce working rules, and discipline, suspend or discharge its employees for just cause are recognized by the union as being retained by the Employer. These rights are subject to the provisions of this Collective Agreement and the right of any Employee to lodge a grievance in the manner and to the extent provided in Article 29 (Grievance and Arbitration).
- 8.2 In its exercise of these rights, the Employer shall act in a manner that is fair, equitable, and consistent with the terms of this Agreement. Failure to do so shall be grounds for a grievance as defined under Article 30 (Grievance and Arbitration).
- 8.3 The Steering Committee shall be the final decision making body over managerial authority in relation to Employees as outlined in Article 8.1.

Article 9 – Union Label

- 9.1 The Union Label, whether by stamp or typewritten, shall be included on all correspondence, reports, briefs, etc. (electronic and hardcopy) that are produced by Employees working under this Collective Agreement. The Union Label may consist of, but shall not be limited to, one of the examples in Appendix D.

Article 10 – Employee-Employer Relations Committee

- 10.1 The parties agree to establish an Employee-Employer Relations Committee (EERC) to administer the application of this Collective Agreement.

Jurisdiction

- 10.2 The EERC shall review matters arising from the application of this Agreement excluding any dispute that is, at that time, being resolved under the grievance and arbitration procedures set out in Article 30. It shall not have the power to add to or modify the terms of this Agreement, but shall function in an advisory capacity to the Union and/or the Employer with the general aim of ensuring that this Agreement is administered in a spirit of cooperation and mutual respect.
- 10.3 The EERC shall be comprised of three (3) representatives of the Employer and three (3) representatives of the Union, at least one of which shall be an Employee. A quorum of the EERC shall be four (4) members, two from each of the parties.

- 10.4 The EERC shall determine its own procedures, subject to the following provisions:
- a) it shall be chaired jointly by a representative of the Union and a representative of the Employer, who shall together be responsible for preparing and distributing the agenda for meetings in advance and shall alternate in presiding over meetings;
 - b) it shall meet at least twice per year, but may meet more often by mutual agreement of the chairs, or, on five (5) days' notice at the call of either of the chairs; and,
 - c) minutes shall be taken at the meetings of the EERC and provided to all Employees. Minutes of decisions shall not constitute Memoranda of Agreement.

Article 11 – Workload

- 11.1 The President of the Association or designate shall be responsible for ensuring that the workload of the Director and Senior Grievance and Arbitration Officer is fair, equitable and reasonable. Workload shall be consistent with the terms of this Collective Agreement.
- 11.2 The Director, in consultation with the President, shall be responsible for ensuring that the workload of all other Employees is fair, equitable and reasonable. Workload shall be consistent with the terms of this Collective Agreement.
- 11.3 Assignment of duties requiring work outside of the regular working week shall be made at the discretion of the President or designate and compensated according to Article 22.

Article 12 – Health and Safety

- 12.1 The Employer is responsible under the *Occupational Health and Safety Act* to provide an environment that protects the health, safety and security of Employees as they carry out their responsibilities.
- 12.2 The Employees shall select a Health and Safety Representative (HSR) who shall be responsible for carrying out the responsibilities outlined in the Occupational Health and Safety Act including monthly inspections of the workplace. Reports of the HSR shall be copied to the Union and the Employer.
- 12.3 The Employer recognizes that Employees have the right to refuse work if they have reasonable cause to believe that it is unsafe by informing the President or designate. There shall be no loss of pay or seniority during the period of refusal. No Employee shall be ordered or permitted to work on a job or operate a piece of equipment where another worker has refused until the matter has been investigated and the matter successfully resolved. The HSR shall be informed in writing by the Employer of any refusal to work.
- 12.4 The Employer shall provide health and safety training from the Worker's Health and Safety Centre for all continuing Employees.
- 12.5 Employees shall be provided with:

- a) Facilities, supplies, procedures and services that are required by the Occupational Health and Safety Act to protect the health, safety and security of Employees and to ensure physical accessibility as they carry out their responsibilities of employment;
 - b) Protective equipment required by the Act or the regulations pertaining to the Act for the safe performance of the Employee's responsibilities of employment.
 - c) Ergonomically sound furnishing and equipment and sufficient lighting for reading, writing and computer work.
 - d) An office with a lockable door.
- 12.6 The employer shall provide, subject to availability from the University, a private office to all full-time employees. Employees who, as of the signing of this agreement, have a private office shall continue to have a private office.
- 12.7 The Employer agrees to make reasonable efforts to make CUASA members aware that conversations in its offices may not be confidential. Employees shall not be held responsible for lapses in confidentiality that occur as a direct result of inadequate soundproofing.
- 12.8 The HSR will identify to the President or designate facilities, supplies, procedures, services and protective equipment necessary for a healthy and safe environment. The President shall respond in writing, copied to the Union, to identified issues within twenty (20) days in accordance with the *Occupational Health and Safety Act*.
- 12.9 Should the University, or the building in which the Association office is located, be closed or inaccessible due to environmental conditions, utility disruptions, or other reasons beyond the control of the Employer, no employee shall suffer loss of pay, benefits or seniority as a result. Professional Employees shall make reasonable efforts to be available to the Employer via telephone and email during such an event.

Article 13 – Indemnification

- 13.1 In the event that a member of the bargaining unit is named personally as a defendant in a civil action in connection with their employment with the Association, the Association will cover the cost of any deductible imposed by the applicable insurance policy.

Article 14 – Electronic Surveillance and Monitoring

- 14.1 Electronic surveillance shall not be used for monitoring individual work output.
- 14.2 The parties agree that Employees have the right to privacy in their personal communications and files, whether on paper or in electronic form, and the parties undertake to respect that right to the fullest extent possible. Personal files mean those that are not maintained for Association purposes, or business. Personal communication includes those that are of a personal nature even if they are stored or transferred electronically on Association systems. Personal files and communications do not include the official file of Employees of the Association or official records of committees. Nothing herein shall interfere with the Employer's rights and responsibilities including the need to

guard against illegal activities, the need to meet concerns about liability, the need to comply with the law or an order of the court, or the need to protect the security or health of individuals.

- 14.3 The parties shall agree, in writing, of the location and purposes of all electronic surveillance devices.

Article 15 – Personnel Files

- 15.1 All material held by the Employer pertaining to each Employee shall be included in the Employee's individual personnel file, and each Employee shall be given a copy of any additions made to his/her file in a timely fashion. A list of contents shall be kept in each personnel file, which will be updated with each addition.
- 15.2 Each Employee and, with the Employee's written consent, his/her agent shall have access to his/her personnel file. The files shall continue to be stored in the main CUASA Office.
- 15.3 The Employer agrees not to use in any grievance or arbitration proceeding any record or document of which the Employee has not been made aware prior to the commencement of such proceeding unless such record or document could not have been made available to the Employer upon the exercise of reasonable diligence and provided that the Employee may in any event consent to the use of any relevant record or document.
- 15.4 Subject to Articles 15.2 and 15.5, an Employee's personnel file shall not be revealed to anyone other than the President, or his/her sole designate. Prior written notice shall be given to the Employee whose file has been requested specifying who will be consulting the file.
- 15.5 In accordance with Article 27.3, when dealing with matters of discipline, the Staff Relations Committee shall have access to the Employee's disciplinary record, the most recent annual report, and the President's response to the most recent annual report, if any. Otherwise, the Staff Relations Committee shall not have access to any part of the personnel file. Prior written notice shall be given to the Employee whose file has been requested specifying who will be consulting the file.
- 15.6 An Employee shall have the right to add any comment to any element(s) of his/her file up to thirty (30) days following notification that the item has been included in the file.
- 15.7 No anonymous material shall be contained in an Employee's file or used in any procedure under this Agreement. The use of any such anonymous material in any procedure in violation of this Article shall at the discretion of the Employee involved be sufficient, to invalidate those procedures.

Article 16 – Employment of Non-Members

- 16.1 The Employer agrees that individuals who are not members of the bargaining unit shall not perform the work of bargaining unit members except with the written agreement of the Parties.

- 16.2 The Employer agrees that no work or services performed by Employees shall be subcontracted, leased, assigned or conveyed, in whole or in part, to any other person, company or non-Employee except with the written agreement of the Parties.
- 16.3 Notwithstanding the above articles, the Employer has the right to hire a non-bargaining unit member to provide guidance, advice and assistance in bargaining with the Union.

Article 17 – Appointments

- 17.1 All Employees shall be provided with a letter of appointment outlining the terms and conditions of their employment and a copy of this Collective Agreement at the start of their employment with the Association.

Types of Appointment

- 17.2 Employees shall hold one of the following types of appointment:

Continuing Full-Time
Continuing Part-Time
Limited Term Full-Time
Limited Term Part-Time
Casual Part-Time

- 17.3 Except as provided for in Articles 17.8 and 17.10, new Employees shall be hired as continuing full or part time Employees. Full time continuing employees shall be required to complete a one hundred and twenty (120) day probationary period. Part time continuing employees shall be required to complete a two hundred (200) hour probationary period.
- 17.4 The Employer shall have the option to waive the probationary period.

Continuing Full-Time and Part-Time Probationary Period

- 17.5 During the probationary period, Employees shall have all rights under this agreement, except with respect to termination. At the end of the probationary period, the Employee shall become a permanent Employee on continuous appointment pursuant to the evaluation process as specified in Articles 17.6 and 17.7.
- 17.6 During the final twenty (20) days of a full time Employee's probationary period or as close as possible to the completion of one hundred and fifty (150) working hours for a part time Employee's probationary period, the Employer shall meet with the Employee to review his or her work. In preparation for the meeting, the Employer may solicit information from other staff or members of the Association who have regularly and directly worked with the Employee during the probationary period. In such case, the Employer will consult with the Employee on a list of people who will be solicited. The Employer will solicit information from at least 2 individuals suggested by the Employee. Any concerns that may have negative impact on the Employee's successful completion of probation must be shared with the probationary Employee prior to any decision about permanence. Concerns regarding performance should normally be raised with employees as soon as possible during the probationary period.

- 17.7 Prior to completion of the probationary period, the Employee shall receive a written statement from the Employer about whether or not permanency has been granted. In the case of a denial of permanency, the Employer shall provide reasons in writing.

Limited Term and Casual Part-Time Appointments

- 17.8 Employees shall only be appointed to positions on a limited term basis for a maximum of twenty-four (24) months in the following situations:
- a) as a replacement for a continuing Employee on leave, as provided for in Articles 7 or 23; or,
 - b) to perform duties in relation to job action by the Association; or
 - c) to fill positions which are designated by the Employer as temporary or experimental for up to twenty-four (24) months; or
 - d) for any other purpose which is agreed to in writing by both the Employer and the Union; or
 - e) except where the appointment is intended to cover an Employee taking a leave of absence having been elected to public office in accordance with Article 23.21, in which case an appointment on a limited term basis may be made for a maximum of sixty (60) months. In such cases the duration of the position will be established in the letter confirming appointment. Should the Employee taking the leave of absence return from their position prior to the end of the LTA, the position can be terminated by CUASA with 4 weeks notice.
- 17.9 Should an Employee fulfilling the duties of a position under 17.8 be appointed to a continuing position with the same or similar duties, time worked on the limited term position shall be counted towards the Employee's probationary period.
- 17.10 Casual part-time Employees are Employees who are expected to regularly see the number of hours they work vary from week to week. A casual part-time Employee may only be appointed in the following situations:
- a) to complete a task or a special project expected to last less than eighty (80) days or as agreed to by the EERC; or,
 - b) on a continuing basis to provide office coverage in the event of the absence of Continuing Employees; or
 - c) for any other purpose which is agreed to in writing by both the Employer and the Union.

Seniority

- 17.11 All Employees shall hold positions on the seniority list according to their accrued length of service from the date of his/her commencement of employment. Seniority for part-time

and casual Employees shall be calculated on an hourly basis with 1820 hours equaling one year of service.

17.12 Provided an Employee has not resigned their position and has not been discharged in accordance with Article 27, they shall retain their seniority upon leaving employment with the Association for a period of twenty-four (24) months and shall be considered to be an internal applicant for any vacancy within this period.

17.13 When a vacancy or new position is posted in accordance with this article and there are internal applicants, the most qualified internal applicant will be appointed to fill the vacancy. In the event internal candidates are equally qualified, the most senior applicant will be awarded the position. The Employee must serve in this position for eighty (80) days. Following this period, the Employee shall be confirmed in the position subject to a review as specified in Article 17.5.

If an Employee is deemed to be unable to fulfill the normal requirements of his/her new position through the review process, he/she shall be returned to his/her former position, unless the Employee was not employed by CUASA at the time of appointment to the new position. An Employee may also request to be returned to his/her former position in writing any time during this period if applicable. In either of these cases, if there was a change to the Employee's salary as a result of the appointment, the Employee will return to his/ her prior salary.

17.14 An Employee who is promoted to a higher paid classification shall receive the minimum of his/her new job classification or present rate, whichever is greater.

17.15 If, as a result of a vacancy or extended leave (with the exception of annual leave periods of less than sixteen (16) business days), an Employee is required to complete the majority of the duties of a higher paid classification for more than ten (10) business days and the Employee's salary is below the floor of the higher paid classification, the Employee's salary shall be temporarily increased to the floor of the higher paid classification. If the Employee is required to complete this work on top of the work in their current position, the Employee's salary shall be temporarily increased by an additional one (1) increment.

Creation of Positions and Filling of Vacancies

17.16 When the Employer decides to fill a vacancy or create a new position, the Employer shall notify the Union in writing. Vacancies in the bargaining unit will normally be filled within six (6) months.

17.17 The Staff Relations Committee, after meaningful consultation, shall assign a classification and job description for the position before any position is posted internally or advertised externally.

17.18 Salary floor for any newly created position shall be agreed upon by the EERC.

17.19 Positions shall be posted, at least, on the Canadian Organization of Faculty Association Staff listserv, the Association website and in a prominent location within the workplace.

- 17.20 Two (2) representatives of the Union, who shall normally be Employees, shall be non-voting participants in the hiring process. Non-employee members will participate as an observer when members of the bargaining unit are not available.
- 17.21 The final decision on hiring for all positions shall rest with the Steering Committee on recommendation of the Staff Relations Committee.

Job Descriptions

- 17.22 The job descriptions for each Employee shall be included as Appendix B of this Collective Agreement.
- 17.23 Any restructuring or reallocation of job duties shall require the agreement of both parties at the EERC.

Moving Expenses

- 17.24 The Employer agrees to pay all appropriate moving expenses, against receipts, if the Employee is required to relocate in order to work for the Employer at an amount negotiated between the candidate and the Employer. This amount will be included in the letter of appointment.
- 17.25 A new Employee shall be paid moving expenses under this Article, provided that if he/she does not remain in the service of the Employer for one year, he/she shall reimburse the Employer at the rate of one-twelfth (1/12th) of the monies received for each month less than the year that he/she serves.

Article 18 – Salaries

- 18.1 Salaries, floors, and hourly rates shall be as defined in Appendix A.
- 18.2 Each full-time Employee shall receive their current annual salary paid in twenty-four (24) equal instalments. Payroll shall be processed through the University's payroll department. If the University will not make the appropriate deductions and remittances as required under this Collective Agreement, the Employer and the Union shall agree in writing on an alternative payroll solution.
- 18.3 By March 31st of each year, full-time employees shall submit an annual report linked to their job description to the President. If March 31 falls on a day on a weekend or holiday, the report shall be due the next working day.
- 18.4 On May 1 of each year, the annual salary of each full-time Employee shall increase by one increment. Annual increments shall be based on a blended calculation of CDI values weighted by the number of CUASA members in each category of appointment (faculty, instructors, and professional librarians) rounded up to the nearest ten (10) dollars. The annual salary increase for full-time employees below the ceiling will not be less than \$2,500.00.
- 18.5 Annual increments will not be awarded once an employee receives an income more than 2.5 times the value of the floor of the Member Services Officer.

- 18.6 New part-time Employees shall be paid at the hire rate. Following the completion of the probationary period as in Article 17.3, part-time Employees shall be paid at the job rate.
- 18.7 Scale and floor increases for full and part-time employees are effective May 1 (or as specified in the CUASA-Carleton University Collective Agreement, if otherwise) and shall be those negotiated by CUASA for its members in accordance with the CUASA collective agreement.
- 18.8 The calculations for the floor shall be rounded up to the nearest ten (10) dollar increment.
- 18.9 A newly hired full-time Employee's placement on the salary scale shall reflect the decision of the EERC as per Article 17.18.
- 18.10 A full-time Employee with an appointment for a period shorter than one (1) year shall receive a pro-rated annual salary.
- 18.11 An Employee's salary shall not be below the floor for his/her position.
- 18.12 Employees may apply to the Staff Relations Committee to have their salary reconsidered if they feel that their salary should be adjusted. Should the Staff Relations Committee feel that an adjustment is merited, it shall recommend such adjustment to the Steering Committee for ratification. Salaries shall not be decreased through this process.

Article 19 – Benefits

Extended Health Care Benefits

- 19.1 Extended Health Care, Dental, Long Term Disability and Life Insurance will be provided through Carleton University. CUASA shall provide the same benefit plans as to Other (Grant) Employees.
- 19.2 The Employer will make reasonable efforts to negotiate with the University membership for its Employees in the Active Carleton University Academic Staff (CUASA) benefits plan. Should these negotiations be successful and, effective on the date of transfer, Employees shall no longer be eligible for the benefit provided under Article 19.1.
- 19.3 In addition to the benefits provided under Article 19.1, the Employer, starting on September 1, 2018, will provide for each covered person:
 - a. a maximum of \$200 for Vision Care such that the total reimbursement from the Plan Provider and the Employer shall not exceed \$450 every twenty-four (24) consecutive months (per plan rules).
 - b. a maximum of \$50 for massage therapy such that the total reimbursement from the Plan Provider and the Employer shall not exceed \$250 per calendar year.
 - c. a maximum of \$50 for orthotics such that the total reimbursement from the Plan Provider and the Employer will not exceed \$500 per calendar year.

All amounts shall be increased by \$100 per covered person on September 1, 2019, and on September 1, 2020.

- 19.4 The Employer shall continue payment of the premiums for health and dental insurance for Employees who qualify for long-term disability as long as the Employee remains qualified for coverage. Coverage shall be maintained at the same level (family or single) as was the case prior to qualifying for long-term disability.
- 19.5 Information on the benefits plans will be provided to all new eligible Employees of the Association.

Pension Plan

19.6 In this article, the terms used shall have the meanings described:

- a) “Plan” means the Multi-Sector Pension Plan
- b) “Applicable Wages” means the basic straight time wages for all hours worked and in addition:
- i. the straight time component for hours worked on a holiday; and
 - ii. holiday pay, for the hours not worked; and,
 - iii. vacation pay; and,
 - iv. sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace.
- c) All other payments, premiums, allowances and similar payments are excluded.
- d) “Eligible Employee” means all Continuing Employees in the bargaining unit who have completed 500 hours of employment with the Employer, and Limited Time Appointed Employees who have worked for CUASA for at least four months and at least 20 hours a week, and will continue to work for CUASA.
- 19.7 Each Eligible Employee shall contribute for each pay period an amount equal to .5% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 7.9% of Applicable Wages to the Plan. Effective January 1, 2016, Employer contributions shall increase to 8.8% of Applicable Wages.
- 19.8 The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

- 19.9 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O 1990, Ch. P-8, as amended, and the Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pensionable benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee in this article of the agreement include:

a) To be Provided at Plan Commencement

date of hire;
date of birth;
Social Insurance Number;
date of first contribution;
seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit);
gender.

b) To be Provided with each Remittance

name;
Social Insurance Number;
monthly remittance;
pensionable earnings;
year to date contributions;
employer portion of arrears owing due to error, or late enrolment by the Employer.

c) To be Provided Initially and as Status Changes

full address;
termination date where applicable (MM/DD/YY);
marital status and any change to marital status;
date of death (if applicable).

d) To be Provided Annually but no later than December 31

current complete address listing for all Eligible Employees;
period(s) of absence due to illness or disability, including WSIB (while employee retains seniority);
period(s) of lay-off, while subject to recall;
period(s) of absence for pregnancy or parental leave;
period(s) of strike or lockout;
other leaves of absence;
hours worked by employees covered by the collective agreement who are not yet Eligible Employees, in the month and cumulatively since their date of hire.

- 19.10 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In

addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Appendix C.

- 19.11 The Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits, other than making its contributions to the Plan as set out in this Article.

The Union and the Employer acknowledge and agree that the Employer has no requirement to fund any deficit in the Plan or any reduction in benefits and will not be called upon to do so under any circumstances.

In the event that the Employer is required by law to fund any deficit in the Plan or contribute any amount in excess of that set out in this collective agreement, the Union agrees to indemnify the Employer to the extent of any excess contribution.

Retirement Benefits

- 19.12 The Employer shall pay 50% of the premium costs related to health and dental benefits for retired Employees through the CAUT FollowMe Health Basic Plan with Manulife Financial (or equivalent). The Employee shall be entitled to choose whether or not he/she shall participate in the plan and choose either single, couple or family coverage. To be eligible for this benefit, an Employee must have a minimum of ten (10) years of service with the Association. This benefit shall continue for a period of ten (10) years or until the age of 75 whichever comes first.

Tuition Support

- 19.13 Continuing full-time Employees, their dependents age 26 and under, and their spouse or common-law partner shall be eligible for reimbursement of tuition, student fees, travel (at current CAUT rates) and textbooks relating to courses taken at an accredited post-secondary educational institution. This benefit shall be limited to a maximum of \$10,000.00 per eligible Employee per year. The benefit shall be available in full each year on May 1st.

Professional Expense Reimbursement

- 19.14 The Employer shall make available to the continuing full-time Employee a sum for the purchase of items related to the performance of his/her duties. An Employee may use this sum, provided he/she provides receipts, for the purchase of books, equipment, membership in professional associations and/or travel related expenses.

For the period May 1, 2018 to April 30, 2019 the sum shall be \$1,900.00.

For the period May 1, 2019 to April 30, 2020 the sum shall be \$1,950.00.

For the period May 1, 2020 to April 30, 2021 the sum shall be \$2,000.00.

- 19.15 On each May 1st, unspent portions of the Professional Expense Reimbursement will be carried over for a maximum of three (3) years.

Other Benefits

19.16 Employees shall continue to be provided with coffee, tea and other beverages in accordance with the current practice in place as of the ratification of this Collective Agreement.

Article 20 – Supplies and Services

Supplies and Information Technology Services

20.1 Consistent with the Employer's responsibility to ensure a climate where the functions of Employees may be effectively carried out, the following general support services will be provided to Employees:

- a) Desktop telephone service and voicemail;
- b) Office supplies;
- c) Photocopying and printing; and,
- d) Computing services and software.

Cellular Phone and Data Plan

20.2 The Director and Member Services Officers shall be provided with a smartphone and cellular voice (including North America long distance) and data plan paid for by the Association for use while employed by the Association.

20.3 The cost of purchasing an initial or replacement smartphone handset shall normally be borne by the Association. However, the Employee may choose to charge the cost of a replacement handset against his/her Professional Expense Reimbursement or to purchase his/her own handset out of pocket. In this case, the Employee shall be entitled to keep the handset following the termination of employment.

Article 21 – Outside Employment

21.1 An Employee shall not be restricted from engaging in other employment or activities outside the hours she/he is required to work for the Employer unless the Employer specifically states that, in its opinion, such outside employment or activities involves a conflict of interest. Employment with another union shall not be considered to be a conflict of interest under this article.

21.2 An Employee shall not engage in outside employment or activities if the hours or responsibilities involved are likely to impair his/her ability to perform his/her duties in an efficient and satisfactory manner.

21.3 It is the responsibility of each Employee to advise the Employer of any outside employment and/or activity that may be considered a conflict as envisaged in Article 21.1 or 21.2. Upon receiving such notice the Employer shall within twenty (20) working days advise the employee if, in its opinion, such activity involves a conflict of interest.

- 21.4 In the course of such work outside normal working hours, Employees shall not use CUASA letterhead or represent themselves to be in any way agents of CUASA without the express written permission of the President or designate. Notwithstanding, Employees shall have the right to identify themselves as being Employees of CUASA.
- 21.5 When an Employee's outside employment involves the use of the Employer's facilities, supplies, or services, permission for their use must be obtained from the President or designate in advance, and the Employer shall be reimbursed at cost as determined by the Employer and communicated to the Employee.

Article 22 – Hours of Work and Overtime

Hours of Work

- 22.1 For full-time Employees, the regular working week shall consist of thirty-five (35) hours (exclusive of lunch periods), normally divided into five (5) work days of seven (7) hours from Monday to Friday.
- 22.2 It shall be the responsibility of the Director to collectively arrange Employee working hours to ensure that the Association office is open and services are being provided effectively to members between 9:00 AM and 4:30 PM from Monday to Friday.
- 22.3 Except by agreement between the parties, or in the case of job action by the Association, the total number of hours worked by casual part-time Employees shall not exceed two hundred (200) hours per year and the total number of hours worked by any part-time Employee shall not exceed twenty-five (25) hours per week.
- 22.4 For every three consecutive hours worked, a part-time Employee shall be entitled to one fifteen (15) minute paid break. Part-time Employees who work in excess of five (5) consecutive hours shall be provided the opportunity for a one (1) hour unpaid meal break.
- 22.5 During the period from Victoria Day to August 31 of each year, the Association office shall normally be closed from 12:00 PM to 4:30 PM on Fridays. This period shall be considered to be time worked for all full-time Employees provided they have completed three and a half (3.5) hours of work on those days. Should a full-time Employee be required to work during this period, he/she shall be entitled to bank the time worked at straight time to be taken in accordance with Article 22.12.
- 22.6 There shall be no expectation that Employees answer email between the hours of 5:00 PM and 8:00 AM or on weekends and holidays. Should an Employee's regular working week or overtime approved pursuant to Article 22.9 occur during this period, this clause shall not apply to the time worked. Notwithstanding the foregoing, the Employer shall not telephone the Employees outside of working hours except in cases of extreme urgency.

Overtime

- 22.7 Work performed by all employees in excess of the hours in an employee's regular working week shall be considered as overtime.

- 22.8 Attendance at external meetings is considered part of the regular working week and is not considered overtime. In the event an external meeting is held on a weekend, the Employee shall work five over seven days at the Employee's choice in consultation with the President or designate. Should Association work commitments make such adjustments impractical, with the approval of the President or designate, the Employee shall be entitled to bank the time worked at such conferences at straight time to be taken in accordance with Article 22.12. Should the President or designate not approve the banking of overtime pursuant to this clause, the Employee shall work five over seven days and shall not bear any responsibility and shall not be disciplined for failure to attend or complete duties, meetings or other activities as a result of the lack of approval.
- 22.9 All overtime must be approved in advance by the President or designate, whenever possible. When not possible, the Employee shall notify the President or designate about the overtime work.
- 22.10 Overtime shall be banked for use as time off at a later date at the rate of 1.5 hours for each hour worked.
- 22.11 All work done on a Saturday, Sunday, holidays (pursuant to Article 24) or while on vacation shall be banked at the rate of 2.0 hours for each hour worked.
- 22.12 Scheduling of banked overtime leave shall normally be in the order of seniority and shall be coordinated by the Director; however, the Employer reserves the right to schedule such leave. Banked overtime not used as time off by June 30th of each year may be carried over for twenty-four (24) months. At the end of the twenty-four (24) months, any expiring banked overtime shall automatically be paid out in cash to the Employee.

Out-of-Town Work

- 22.13 Employees who work out-of-town at conventions, conferences, seminars, institutes, etc. will be reimbursed at the current CAUT per diem and travel expense rates.
- 22.14 Employees directed by the Employer to work out of town will be reimbursed by the Employer to a maximum of \$120.00 per day for dependent care. With the provision of receipts, pet care will be reimbursed to a maximum of \$20.00 per day.

Recall

- 22.15 A full-time Employee who has completed the regular work day and has left the office and is then called in to work by the President or designate shall be guaranteed at least four (4) hours' pay at the regular rate or the overtime rate for actual hours worked, whichever is greater. In addition, he/she shall be paid for his/her transportation costs at current CAUT rates.
- 22.16 Acceptance of a recall to duty while on vacation is at the option of the Employee. If he/she accepts, she/he shall be reimbursed for reasonable expenses that he/she incurs in proceeding to his/her place of work and in returning to the place from which he/she was recalled if he/she immediately resumes vacation upon completing the assignment.

In this case, time worked shall be at the overtime rate in Articles 22.10 or 22.11 as applicable and shall be paid for no less than (4) hours regardless of actual time worked.

- 22.17 An Employee required to work overtime beyond his/her regular work day shall be entitled to twelve (12) hours clear between the end of the overtime and the start of his/her next work day. If twelve (12) hours are not provided, he/she shall be paid at overtime rates for the following day.

Article 23 – Leaves

Leave of Absence Without Pay

- 23.1 Upon application leave without pay may be granted to an Employee. Permission for leave of absence without pay shall be considered with due regard to the continued effective functioning of the Association. Such requests shall not be unreasonably denied.
- 23.2 With the exception of leave of absence for compassionate reasons, at least three (3) months prior to the beginning of the leave of absence without pay, an Employee with a full-time continuing appointment must submit a written request to the President or designate outlining the reasons for the leave.
- 23.3 Leave of absence without pay under Article 23.1 shall not, except by agreement between the Employer and Employee, normally exceed two (2) consecutive years. Leaves of absence without pay shall not be renewed. Any additional leave of absence without pay must be requested in accordance with Article 23.2
- 23.4 An Employee on leave of absence without pay shall continue as a member of the bargaining unit.
- 23.5 An employee on leave of absence without pay shall be required to maintain membership in the benefit plans in force, provided the plans so permit and that the employee pays the total cost involved.
- 23.6 The Employer shall, on the day following completion of leave of absence without pay, credit to the Employee for the purpose of seniority any period of service, which stood to the Employee's credit on the day prior to the commencement of such leave.
- 23.7 An Employee on leave of absence without pay shall receive such additions to his/her nominal salary including any increments as shall be implemented, as a result of collective bargaining from time to time during the period of the leave.
- 23.8 One (1) month prior to the commencement of such leave the Employer shall inform the Employee in writing of all agreed terms and conditions upon which the granting of leave is based, including a reference to the specific section(s) of the Collective Agreement which governs the type of leave granted and specifying a deadline (minimum of one (1) week) for acceptance or rejection of the said terms and conditions.
- 23.9 The Employee shall not be deemed to have accepted the terms of such leave of absence until he/she has so notified the Employer in writing. Failure to accept within the deadline specified in Article 23.8 shall be deemed to constitute non-acceptance.

- 23.10 Once accepted by the Employee, the Employee becomes responsible for any cost to the Employer arising directly out of a subsequent change altering the arrangements with respect to such leave.

Leave for Academic and Professional Development

- 23.11 In order to satisfy the Association's needs for particular skills and qualifications, the Employer may grant academic leaves with pay to full-time or part-time continuing employees.
- 23.12 In particular, the Employer may provide paid time off to Employees who undertake skill development or qualification upgrade in order to assist the Association in meeting its mandate and to enhance services provided to the Association's membership. Such requests shall not be unreasonably denied.
- 23.13 The Employee shall continue to receive full benefits, to move through the salary grid as if he/she was not on leave and to earn seniority credit.
- 23.14 One (1) month prior to the commencement of such leave the Employer shall inform the Employee in writing of all agreed terms and conditions upon which the granting of leave is based, including a reference to the specific section(s) of the Collective Agreement which governs the type of leave granted and specifying a deadline (minimum of one (1) week) for acceptance or rejection of the said terms and conditions.
- 23.15 The Employee shall not be deemed to have accepted the terms of such leave of absence until he/she has so notified the Employer in writing. Failure to accept within the deadline specified in Article 23.14 shall be deemed to constitute non-acceptance.
- 23.16 Once accepted by the Employee, the Employee becomes responsible for any cost to the Employer arising directly out of a subsequent change altering the arrangements with respect to such leave.

Professional Seminar Leave

- 23.17 The Employer agrees to release two (2) full-time Continuing Employees to participate in the annual Canadian Organization of Faculty Association Staff (COFAS) conference. The Employer shall assume the costs for registration fees, travel, accommodation, meals and incidentals, in accordance with the current CAUT rates. Attendance at COFAS will be handled in accordance with Article 22.8. In special cases CUASA may grant full-time LTA employees permission to attend the conference in the place of a Continuing Employee.
- 23.18 The Employer agrees to release two (2) full-time Continuing Employees to participate in the bi-annual Ontario Confederation of University Faculty Associations (OCUFA) staff conference. The Employer shall assume any costs associated with attendance at this conference not covered by OCUFA including registration fees, travel, accommodation, meals and incidentals, in accordance with current CAUT rates. Attendance at the OCUFA staff conference will be handled in accordance with Article 22.8. In special cases CUASA may grant full-time LTA employees permission to attend the conference in the

place of a Continuing Employee. Also, CUASA may, subject to operational needs, grant a third full-time Continuing Employee permission to attend the conference.

23.19 Selection of which employees attend the conferences in Articles 23.17 and 23.18 shall be at the discretion of the union.

Political Leave

23.20 Parliament of Canada or a Provincial Legislature

An Employee who is a candidate for office or who is elected to the Parliament of Canada or a Provincial Legislature may request in writing to the President or designate a leave which shall be subject to the following conditions. Such leave shall not be unreasonably withheld.

- a) The Employee shall make every attempt to give the greatest possible notice of intention to run for one (1) of the above offices and shall actively cooperate in arranging for substitutions necessary to ensure the uninterrupted provision of the Association's programs and services.
- b) Leave with pay will be granted upon application and subject to satisfactory arrangements being made under (a) above, to any candidate who satisfies the conditions of the appropriate election expenses act, for the period between the issuing of the writs of election and the return of the writs, or for a two (2) month period, whichever is shorter.
- c) If elected to one (1) of the above offices, the Employee shall be entitled to leave of absence without pay during his/her term of office except that such leave of absence and the person's employment will automatically be terminated upon his/her re-election to office unless re-election occurs within twenty-four (24) calendar months after the first election. In the latter case the person's leave of absence and employment will automatically be terminated on the next subsequent re-election to office.

23.21 Public Office (Other than the Parliament of Canada or a Provincial Legislature)

An Employee who is a candidate for or is elected to public office, other than in the Parliament of Canada or a Provincial Legislature may make application to the President or designate for partial or full leave of absence which shall be subject to the following conditions. Such leave shall not be unreasonably refused.

- a) The Employee shall make every attempt to give the greatest possible notice of intention to run for public office and shall actively cooperate in arranging for substitutions necessary to ensure the uninterrupted provision of the Association's programs and services.
- b) Leave without pay may be granted upon application for a period of not more than two (2) months in the time immediately prior to the date of the election.

- c) If elected to public office, the Employee shall be entitled to either partial leave of absence with prorated pay or full leave of absence without pay during his/her term of office. Such leave shall in no case exceed a period of five (5) years.

Court Leave

23.22 Paid leave shall be granted to any Employee required to be a witness or juror by any body in Canada with powers of subpoena. The Employee shall notify the President or his/her designate immediately upon his/her receipt of notification that the Employee will be required to attend court and present proof of service requiring attendance.

Sick Leave

23.23 In cases where Employees of the bargaining unit are legitimately absent from their duties because of illness, they shall be entitled to full salary and all other benefits for a period of one hundred and eighty (180) calendar days or until benefits under the Long Term Disability Plan come into effect, whichever may be the shorter of the two. The Employer shall be entitled to request a medical certificate indicating that the Employee is unable to fulfill his/her duties, in all cases of absence in excess of five (5) working days. Employees shall notify the President or designate of their absence and its estimated duration. Insofar as reasonable, other Employees shall assume the workload of persons on sick leave.

23.24 In case of absence of three (3) months or more due to illness, the Employer may, at its discretion, require that the Employee be examined by a medical practitioner of the Employee's choice, for the purpose of evaluating the Employee's fitness to return to work. Such examination may only be requested after the Employee indicates that s/he intends to return to work.

Compassionate Leave

23.25 It is recognized that certain circumstances may arise in the Employee's personal or family life, which may require his/her absence from work for a limited period of time. Notification of such absence shall be made before departure, whenever possible, to the President or designate. Normally such leave shall not exceed ten (10) working days. The President or designate may extend this period in exceptional circumstances.

Maternity Leave

23.26 A full-time Employee shall, upon application, be granted maternity leave subject to the following conditions:

- a) Application for maternity leave shall be made fifteen (15) weeks prior to the expected termination of the Employee's pregnancy and shall be supported by a certificate from a qualified member of the medical profession.
- b) The Employee shall have the right to continue her regular duties during pregnancy.
- c) Employees appointed for a term of one (1) year or less shall not be eligible for maternity, parental or adoption leave under Articles 23.26 and 23.27 unless and until

they have been a continuing member of the bargaining unit for one (1) year. They shall, however, be eligible for up to seventeen (17) weeks of unpaid leave.

- d) The maximum period of maternity leave shall be seventeen (17) weeks. If additional time is required the Employee may apply for leave without pay pursuant to Article 23.1.
- e) There shall be two options for Employees on maternity leave:
 - i. Option 1
 - 1. For the first twelve (12) weeks of maternity leave the Employee shall continue to receive her regular salary. The Employer shall maintain regular contributions to the benefit plans.
 - 2. For the last five (5) weeks of maternity leave the Employee and the Employer shall continue to pay their respective shares of the cost of maintaining the Employee's membership in the benefit plans.
 - ii. Option 2
 - 1. for the first two (2) weeks, the Employer will pay 95% of the Employee's regular salary;
 - 2. for the next fifteen (15) weeks, the Employee will claim maternity benefits pursuant to the Employment Insurance Act and Regulations. In addition, the Employer will pay the difference between the benefits set out in (ii) above and 95% of the Employee's regular salary;
 - 3. the Employee and the Employer shall continue to pay their respective shares of the cost of maintaining the Employee's membership in the benefit plans;
 - 4. the combined weekly level of Employment Insurance Benefits, Supplemental Employment Benefits, and any other earnings will not exceed 95% of the Employee's regular weekly salary.
- f) Benefit pursuant to Option 2 above is contingent upon the Employee's eligibility for and application for maternity benefits under the Employment Insurance Act and Regulations. Should the Employee be ineligible or fail to apply for such benefits, or should the Act or Regulations be amended during the term of this agreement so as to reduce or eliminate the benefit available as set out in Option 2 above, the provisions of Option 1 above shall apply.
- g) On returning from parental leave the Employee shall be placed in his/her former position or in a position equivalent to his/her former position with no loss of seniority.
- h) The Employee shall advise the President or designate of his/her intention to return at least two (2) weeks prior to the intended date of return.

Parental or Adoption Leave

23.27 A full-time Employee shall, upon application, be granted parental or adoption leave subject to the following conditions:

- a) Application for parental leave shall be made at the same time as the application for maternity leave (if applicable) or fifteen (15) weeks prior to the start of parental or adoption leave benefits, whichever is earlier.
- b) The maximum period of parental or adoption leave shall be thirty-five (35) weeks. If additional time is required the Employee may apply for leave without pay pursuant to Article 23.1.
- c) If the Employee qualifies for Employment Insurance parental or adoption leave, the Employer shall top-up the Employee's salary to 95% of the Employee's regular salary for the period of time that he/she is receiving such benefits. The Employer shall also provide 95% of the salary for the two (2) week Employment Insurance waiting period. The Employee and the Employer shall continue to pay their respective shares of the cost of maintaining the Employee's membership in the benefit plans.
- d) If the Employee does not qualify for Employment Insurance parental or adoption leave, the Employer shall continue to pay 95% of the Employee's salary for the first twelve (12) weeks of the parental or adoption leave. The remaining twenty-three (23) weeks of the leave shall be without pay; however, the Employee and the Employer shall continue to pay their respective shares of the cost of maintaining the Employee's membership in the benefit plans.
- e) The combined total number of weeks paid to any Employee under Articles 23.26.(e).(i) and 23.27.(d) shall not exceed twelve (12) weeks.
- f) On returning from parental leave the Employee shall be placed in his/her former position or in a position equivalent to his/her former position with no loss of seniority.
- g) The Employee shall advise the President or designate of his/her intention to return at least two (2) weeks prior to the intended date of return.

Family Related Leave

23.28 An Employee shall be granted ten (10) paid days per year for the purposes of addressing family related needs such as, but not limited to, school or daycare closures, attending to the immediate care of a family member, or tending to medical urgencies of a family member.

In the event that an Employee needs to attend to routine family appointments requiring only a limited hourly absence, the Employee may either adjust their schedule to compensate for this time, provided that it does not cause an undue disruption in the functioning of the Association office, or may take a pro-rated portion of the family related leave.

- a. An Employee may work from his or her residence for a full day absence, in lieu of filing for family related leave, when the nature of the absence and style of work to

be performed is conducive to doing so and does not exceed the limit of undue hardship. Such an alternative work arrangement shall be considered a temporary accommodation on the ground of family status.

- b. In affirmation that it is not the intent of the parties to privilege the nuclear family, and for the purpose of this clause, family is defined as spouse (including common law spouse resident with the Employee), dependent children (including children of legal or common-law spouse or foster children), parents (including step parents or foster parents) not necessarily residing with the Employee but requiring assistance, grandparents, mother-in law, father-in-law, grandchildren, or any relative residing in the Employee's household or with whom the Employee permanently resides and anyone for whom the Employee has power of attorney.

Annual Leave

23.29 Full-time Continuing Employees shall be entitled to annual leave of twenty-two (22) days per year. Continuing Employees on probation, LTA and Part-Time Employees shall accrue at 1.833 (22/12) days (pro-rated for Part-Time Employees). Upon completion of the probation the remainder of the balance shall be advanced for Continuing Employees (pro-rated for Part-Time Continuing Employees). The Employees will collectively schedule their annual leave to ensure that the Association office is open and services are being provided effectively to CUASA and CUASA's members. Continuing Employees may take annual leave in advance. LTA Employees may also take annual leave in advance of its accrual subject to authorization by the Employer. Annual leave shall be available in full as of July 1 of each year for Continuing Full Time and Continuing Part-Time employees (pro-rated for Part-Time Employees).

Scheduling of annual leave time shall normally be in order of seniority and shall be coordinated by the Director.

23.30 Full-time Employees shall be entitled to carry over annual leave to a subsequent year if the Employee has been unable to take his/her full annual leave due to the demands of his/her work for the Association.

23.31 An Employee, who worked for CUASA for at least 10 continuous years and provided a written notice of retirement, shall be entitled to a period of up to one (1) year to transition with a reduced workload. The Employee shall submit a transition workplan to the Employer. The transition workplan will be jointly discussed by the parties and if needed modified to suit the Employee and the Employer. It is expected that the minimum number of days for any transition week will be two working days per week. The Employer shall not unreasonably deny a transition plan. Once approved, changes to the transition plan are prohibited and the notice of retirement is irrevocable. The Employer shall have the right to proceed with staffing the anticipated vacancy immediately, subject to the provisions of Article 17.16.

Article 24 – Holidays

24.1 Full-time Employees shall be given the following holidays off work without deduction of pay:

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
Civic Holiday (August)
Labour Day
Thanksgiving Day
December 24 through December 31, inclusive

and other holidays on which Carleton University is closed.

- 24.2 In the event that a holiday listed in Article 24.1 occurs on a Saturday or Sunday, the following consecutive working day(s) shall be considered the holiday(s).
- 24.3 Part-time Employees shall receive an amount equal to all of the regular wages and vacation pay earned by the employee in the four work weeks prior to the week with the holiday divided by twenty for each of the holidays in Article 24.1.

Article 25 – Transportation

- 25.1 Employees who are required to work outside of the office but within the City of Ottawa shall be reimbursed for travel using their own vehicles at the current CAUT rate. The CAUT rate is determined by CAUT and communicated on a regular basis by memorandum to the Association office. If the Employee chooses to use public transit, they will be provided with a return fare at the current adult rate.
- 25.2 When an Employee is required to work after 9:00 PM, the Employer shall pay for a taxi fare to and from the place of work and the Employee's home, if requested and receipts are provided.

Article 26 – Picket Line Exemption

- 26.1 The Employer agrees that no Employee shall be subject to discipline or dismissal for refusing to cross an established legal picket line or refusal to handle goods for an Employer where a strike or lockout is in effect.
- 26.2 The Association shall make every reasonable effort to provide alternate office space for the Employees during the strike or lockout of a union on campus. If alternate space is not available, Employees shall be permitted to work from home. Employees who choose not to perform work during this period will not receive salary.
- 26.3 The Employer shall not request, require or direct members of the bargaining unit to perform work resulting from strikes or lockouts that would have been carried out by those persons on strike or locked out. Additionally, it shall not request, require or direct members of the bargaining unit to perform work, which would be in direct support of any employer affected by a strike or lockout.

- 26.4 The EERC shall, where possible, meet prior (but in no case more than (1) day after off-campus) to the start of any strike or lockout to determine procedures for the functioning of the Association office during a strike or lockout on campus.

Article 27 – Discipline

- 27.1 The Employer and the Union recognize the importance of, and agree to maintain, confidentiality, timeliness and reasonableness in dealing with matters of discipline and dismissal.
- 27.2 Any disciplinary process commences with a discussion with the Employee or Employees concerned and must occur within twenty (20) days of the date the Employer knew, or ought reasonably to have known, of the occurrence giving rise to the concern. The Employee shall have the right to have Union representation at this meeting. Should this discussion result in a satisfactory resolution of the concern, no records shall be retained.
- 27.3 The Staff Relations Committee shall carry out all matters of discipline. In the case of dismissal, the Staff Relations Committee's recommendation shall be forwarded to the Steering Committee for ratification. Council may, at the Employer's discretion, be informed that the dismissal has taken place but shall not be informed of the specifics of such dismissal.
- 27.4 No Employee shall be disciplined for carrying out his/her duties and responsibilities under this Agreement.

Progressive Discipline

- 27.5 Both parties recognize the value of progressive discipline with the aim of being corrective in application. Except in cases of gross misconduct, dismissal for just cause will be preceded in a progressive manner by other forms of discipline dependent on the Employee's length of service and work record. The only disciplinary actions that may be taken are the following: a letter of warning, a letter of reprimand, suspension with pay or dismissal for cause.
- 27.6 All documents with respect to the discipline of an Employee will be copied to the Union.

Dismissal

- 27.7 No Employee may be dismissed except for just and reasonable cause. When an Employee is to be dismissed, he/she shall receive prior to the dismissal a letter giving notification and reason(s) for the dismissal. A copy of the notice shall be sent to the Union no later than the date that the Employee is to receive the dismissal notice.
- 27.8 If the Staff Relations Committee determines that an Employee should be dismissed for just and reasonable cause, the Staff Relations Committee shall notify the Steering Committee of this decision and the decision shall be effective following a majority vote of the entire Steering Committee. The Employee shall be provided the opportunity to make representations to the entire Steering Committee prior to it making its final decision. The Union may provide representation to the Employee at that Steering Committee meeting. Such dismissals shall be subject to the grievance and arbitration procedure.

- 27.9 An Employee shall, upon request, have his/her Steward present at any discussion with the Employer, which the Employee believes might be the basis of disciplinary action.
- 27.10 Eighteen (18) months after the issuance of discipline and provided that no subsequent disciplinary procedure is issued for the same or similar conduct within that eighteen (18) month period the discipline shall be automatically removed from the Employee's record and may not be held against him/her thereafter.

Reinstatement

- 27.11 If, as a result of the grievance procedure, it is found that an Employee has been discharged for unjust cause that Employee will be reinstated to his/her former position with no loss of seniority, benefits or compensation. Compensation for all time lost retroactive to the date of discharge will be provided to the Employee.
- 27.12 In the case of dismissal or resignation, the Employee shall receive overtime entitlements, salary, and prorated vacation due to the date of termination.

Article 28 – Layoff, Recall and Termination of Employment

Layoffs

- 28.1 No lay-off of Employees in the bargaining unit shall occur unless the Employer declares and demonstrates that a bona fide financial exigency exists which cannot be alleviated without the lay-off of a member or members of the bargaining unit.
- 28.2 Notwithstanding the remainder of this article, there shall be no layoffs for the term of this Collective Agreement.

Financial Exigency

- 28.3 A bona fide financial exigency shall exist only when the long-term financial viability of the organization is seriously threatened and when drastic financial measures are necessary.
- 28.4 Layoffs shall be used to help correct a state of financial exigency only to the extent required to meet the financial exigency and only in the absence of reasonable alternative measures.
- 28.5 Prior to the formation of the Financial Commission in Article 28.6, the Employer shall inform the Union of its consideration of a declaration of financial exigency. At that time, the Union shall be provided with all information it considers necessary to assess the financial position of the Employer.
- 28.6 A Financial Commission shall be established by the parties consisting of one (1) representative chosen by the Employer and one (1) representative chosen by the Union. A chairperson shall be selected jointly by the parties. The chairperson shall be a certified forensic accountant. The Commission shall be established within one (1) month of the notification in Article 28.5.

28.7 The Terms of Reference for the Financial Commission shall be:

- a) To assess whether, in the light of a full examination of the Association's financial situation, the Association has a financial exigency involving deficits which continue for more than one (1) financial year, which are predicted by generally accepted accounting methods to continue, the persistence of which will seriously inhibit the Association's ability to fulfill its mandate;
- b) To assess whether a decision to resolve a financial exigency through layoffs of a member or members of the bargaining unit is necessary; and,
- c) To report to the Council and the Union within sixty (60) days of its establishment.

28.8 The Commission shall have access to any and all data and documents which it deems relevant to its study and shall have the power to call for submission from any individual or group it chooses.

28.9 Should the Commission find that it is not necessary to declare a state of financial exigency the Association shall not be entitled to do so.

28.10 The parties agree that no later than one (1) week following a declaration of financial exigency pursuant to this Article, the parties will meet in an effort to find methods of reducing expenditures under this Collective Agreement which could avoid or reduce the number of layoffs in the bargaining unit.

28.11 Commencing on the date of notice specified in Article 28.5, there shall be a freeze on all hiring and work contracted out in the area of work normally performed by members of the bargaining unit. Such freeze shall continue for two years after the final lay-off made pursuant to the financial exigency or until all laid-off Employees have been recalled or declined recall.

28.12 Within 15 days of the declaration of financial exigency, either party may refer any dispute concerning financial exigency directly to final and binding arbitration under Article 30.12. The Employer agrees not to implement any layoff until the dispute is resolved.

Notice for Layoff

28.13 The Association will comply with the *Employment Standards Act* in giving notice to employees about layoffs.

Termination of Employment

28.14 An Employee leaving the service of the Association for any reason shall be entitled to all vacation pay owing to him/her up to his/her last working day and shall be entitled to applicable unpaid overtime owing to him/her up to the last working day. The Employee shall receive all such compensation in pay on his/her last working day.

Right of Recall

- 28.15 All laid off Employees shall have recall rights for two years subsequent to layoff and shall have a right of first refusal in order of seniority over new appointments for which he/she is qualified during this two-year period.
- 28.16 An Employee who is recalled shall have one week to decide whether to accept the offer and four weeks from the date of notification to report for work. The Employer may extend these periods.

Resignation

- 28.17 Full-time Employees shall give four (4) weeks' notice of their intent to resign from employment with the Association.
- 28.18 Part-time Employees shall give two (2) weeks' notice of their intent to resign from employment with the Association.

Article 29 – Security of Employment

- 29.1 In the event of dissolution of the Association with no simultaneous creation of a similar group with similar objectives, all Employees terminated as a result of the dissolution shall be entitled to a lump-sum payment equal to thirty-four (34) weeks' pay at the employee's nominal salary.

Article 30 – Grievance and Arbitration

- 30.1 Any dispute involving the application, interpretation, administration, or alleged violation of this Agreement may be made the subject of a grievance. The parties agree that they will use their best efforts to encourage informal, amicable and prompt settlement of complaints and grievances arising from the application, interpretation, administration, or alleged violation of this Agreement.
- 30.2 Grievances shall be conducted on a confidential need to know basis to preserve the privacy and the dignity of the employee grieving as well as of other employees in the workplace.

Informal Discussion

- 30.3 Before the formal grievance procedure is initiated, reasonable attempts shall be made by the President or designate and the Steward to resolve issues.
- 30.4 If the dispute is resolved at this stage, the resolution shall be put in writing and countersigned by both the President or sole designate and the Employee.

Stage 1

- 30.5 Failing resolution at the Informal Discussion stage, the Union, on behalf of the Employee, may file a grievance in writing with the Employer within twenty (20) days of

becoming aware of the circumstances giving rise to the grievance.

- 30.6 The written grievance, signed by the Steward, shall state what is alleged to have been violated or improperly applied or which act or omission is in dispute, the relief or remedy sought and the facts relied upon.
- 30.7 A meeting between two representatives of the Union and two representatives of the Employer shall be called within ten (10) days of the submission of the grievance. The Employer representatives shall not be members of the Staff Relations Committee. The purpose of this meeting shall be to find a resolution to the grievance acceptable to both parties.
- 30.8 If the dispute is resolved at this stage, the resolution shall be put in writing and countersigned by both the President or sole designate and the Steward or sole designate.

Stage 2

- 30.9 The Union shall notify the Employer following the completion of the process at Stage 1 if it will be proceeding to Stage 2.
- 30.10 The Employer shall arrange a meeting with the Staff Relations Committee, the grievor and his/her Union representative(s) at a mutually agreeable time within fifteen (15) days of the notification to move to Stage 2. The Staff Relations Committee shall deliver their decision in writing to the Union within ten (10) working days of the meeting. If the grievance is still not resolved, the Union may submit the grievance to arbitration as set out in Article 30.16.

Discharge and Suspension Grievances

- 30.11 A claim by the Union that an Employee has been discharged or suspended from employ without just cause shall be filed as a formal grievance with the Employer within twenty (20) days of the discharge or suspension. Such grievance may be settled by confirming the Employer's action in discharging or suspending the Employee, or by reinstating the Employee with appropriate compensation, or by other arrangement that is acceptable to the parties.

Group or Policy Grievances

- 30.12 Where a dispute involving a question of general application or interpretation of this Collective Agreement occurs, or where a group of Employees or the Union has a grievance, it may be submitted by the Union within twenty (20) days after becoming aware of the incident giving rise to the grievance.
- 30.13 Time limits referred to in the grievance procedure and arbitration procedure may be extended by mutual agreement if specified in writing.
- 30.14 For the purposes of this article, days shall include all days exclusive of Saturdays, Sundays and designated holidays under Article 21.

30.15 The Employee has the right to be accompanied and represented by a Union representative at all meetings in the grievance/arbitration procedure.

Arbitration

30.16 Where a grievance which has not been resolved through the grievance procedure is referred to arbitration, the following shall apply:

- a) The party referring the grievance shall give written notice to the other party not later than thirty (30) days after the response from Stage 2 that it intends to refer the matter to arbitration, giving the name and address of the proposed arbitrator.
- b) Within ten (10) days after receiving such notice, the other party shall respond by agreeing to the arbitrator or proposing an alternative arbitrator.
- c) Failing agreement within ten (10) days or such time as mutually agreed by the parties, either party may request that the Ministry of Labour's Arbitration Services make an appointment.
- d) Arbitrators hearing grievances under this Article shall first attempt to mediate a settlement to the grievance. If mediation is unsuccessful, the arbitrator shall proceed to arbitrate the grievance.
- e) The parties shall share equally the expenses and remuneration of the arbitrator.

30.17 The arbitrator shall have the power to allow any necessary amendments to the grievance in order to determine the real matter in dispute and to render a decision that it deems just and equitable. The arbitrator may extend the time for any step in the grievance or arbitration procedure, despite the expiration of time, if he/she is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.

30.18 The arbitrator shall have no authority to add to, subtract from, modify or alter the provisions of the Collective Agreement unless it is to make it in accord with the minimum requirements of the law or unless the parties have expressly agreed in writing to give the arbitrator specific authority to do so or to make an award which has such effect.

30.19 Employees who are summonsed or subpoenaed and whose attendance is required at arbitration hearings shall receive permission to be absent from work with pay.

30.20 If the Union chooses not to grieve in a particular situation, or chooses to withdraw a grievance at any stage, such action or lack of action shall be entirely without prejudice to any future grievance.

Article 31 – Duration and Continuance

31.1 Once ratified by the parties, this Collective Agreement shall be binding and remain in effect from the 1st day of May 2018 until and including the 30th day of April 2021.

- 31.2 This Collective Agreement, however, shall continue in force, including during any period of negotiation, until both parties ratify a new Collective Agreement, or until a strike or lockout is declared.

Article 32 – Strikes or Lockouts

- 32.1 There shall be no strikes or lockouts (as defined in the *Ontario Labour Relations Act*) as long as this Collective Agreement continues to operate, except as provided for in Article 31.

Appendix A – Salary Floors

<This Appendix contains personal information and has been removed from the online version of the agreement.>

Appendix B – Job Descriptions

Member Services and Communications Officer

Preamble: The Member Services and Communications Officer is the professional staff person whose primary responsibilities are member development, mobilization and organization, provision of association services, including day-to-day services to members, and both internal and external communications on behalf of the Association. Other responsibilities include information technology and bookkeeping. The member services office maintains the quality and expands the range of services that the Association provides to its members.

Reporting Lines: Reports to and works under the general direction of the President or designate, normally via the Director.

The duties and responsibilities of the Member Services and Communications Officer are:

- a. Providing support to the Association's committees, including attending meetings when asked, collecting data, conducting research, and otherwise helping to implement initiatives of these committees, when delegated to do so by the President or in collaboration with the relevant Chairs.
- b. Providing research assistance and preparation of research projects as needed, including collection and analysis of data and statistics for the Association as requested by a Presidential Officer, council, or Steering.
- c. Attending meetings of Campus United on behalf of the Association, and other bodies when delegated by the President.
- d. Supporting administrative aspects of the negotiation process between the Association and Carleton University, including but not limited to: extensive research on issues related to bargaining; assisting in the drafting of language; preparation of materials; keeping records; taking minutes at the bargaining table; attending bargaining sessions, arranging meeting logistics; and regular communications with the memberships.
- e. Organization of and outreach to the membership around key issues related to bargaining including leading up to a strike vote or any form of strike action.
- f. Providing information and advice to members regarding the Collective Agreement, sometimes in conjunction with officers and members.
- g. In consultation with relevant committee chairs, developing and coordinating events, campaigns, and other activities designed to increase member involvement in the association and to increase member and non-member awareness of Association issues.
- h. With input from the relevant committee chairs, designing, developing content for, writing, editing, and distributing Association publications including, but not limited to, the CUASA communique, social media accounts, and the website.
- i. Administering and analyzing electronic votes and surveys, as directed by the President, Vice-President, Chair of Nominations and Elections, or other officer of CUASA.
- j. As directed by the President or relevant committee chairs, preparing and delivering information presentations and training sessions to the CUASA membership.
- k. Ensuring the effective functioning of all information technology used by the Association, including but not limited to the Association's mailing lists, website, databases, electronic surveys discussion forums and technologies provided through CCS, as well as Association-owned hardware.
- l. Taking minutes at Meetings of the General Membership, Council and Steering.

- m. Temporarily performing the duties and responsibilities of the Director, Senior Grievance and Arbitration Officer, and Administrative Assistant when required.
- n. Meeting with academic job candidates to provide advice on Carleton University and the Association and acting as backup for the Director and other staff members for member services/advising. This duty may be performed in consultation and/or advice from the officers of the Association.
- o. Engaging in professional development activities to enhance his/her ability to serve the membership.
- p. Any other duty that the President may request.

The qualifications of the Member Services and Communications Officer are:

- a. A post-secondary degree
- b. An in-depth understanding of the post-secondary education sector, and the workplace issues faced by academic staff.
- c. Significant experience in labour or community organizing, including demonstrated experience conducting outreach and developing communications materials in a labour or non-profit context.
- d. Superior interpersonal and communication skills (written and verbal)
- e. Demonstrated experience with communication design and execution in a similar environment.
- f. Strong information technology skills

Director

Preamble: Under the direction of the President or designate, the Director is the senior professional staff person responsible for the day-to-day operations and administration of the Association and as such, exercises a high degree of professional judgement. The Director's responsibilities fall into two major categories:

- 1) Providing support for the work of the President and the other officers and committees of CUASA. In doing so, the Director shall help to ensure that the rights of CUASA members are protected and that CUASA acts in accordance with its constitution and bylaws and with best practices. The Director shall bring any perceived violations of these to the attention of the appropriate bodies. The Director will provide advice and other support to the Presidential Officers, Steering Committee, Council, and Standing Committees of the Association.
- 2) Coordinating the work of staff to ensure the effective delivery of services to CUASA members and acting as the primary liaison between the President or designate and Association staff.

Reporting Lines: Reports to and works under the general direction of the President or designate.

The duties and responsibilities of the Director associated with 1) are:

- a. Advising Steering, Council, and Officers of their responsibilities, including the need to ensure that CUASA acts in accordance with its constitution and bylaws, follows best practices with regard to matters of confidentiality and conflict of interest, and is properly represented at meetings and conventions of the various external organizations with which it is affiliated.
- b. Providing advice to the Steering Committee, Councillors, and Association Officers on matters pertaining to the responsibilities associated with their position.
- c. As needed, supporting, assisting or coordinating aspects of the negotiating process between CUASA and Carleton University. Tasks may include, but not limited to: assisting the Bargaining Committee; assisting or serving on the Negotiating Team; providing information and analysis on negotiation issues, compiling appropriate background research and documents; drafting potential language; organizing Conciliation/Mediation/Arbitration sessions, and scheduling off-site accommodations; organizing strike preparation; coordinating the ratification vote for new Collective Agreements; and overseeing the final preparation of the Collective Agreement upon the completion of bargaining.
- d. Providing information, analysis, and recommendations on issues including, but not limited to: enforcement of the collective agreement; and issues from sources within and beyond the Association. Disseminating the above through written reports, informal correspondence, or oral presentations to the relevant body including the membership, as appropriate.
- e. Attending and participating in meetings of Council, the Steering Committee, the General Membership, and the Joint Committee on Administration of the Agreement.
- f. Attending meetings of other external agencies or organizations on behalf of CUASA when requested by the President or designate.
- g. Responding to inquiries from elected officials, representatives of the University, affiliates, and other labour organizations, or directing them to the appropriate CUASA representative.

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- h. Ensuring that appointments are consistent with the terms of the Collective Agreement and bringing inconsistencies and recommendations for resolution to the attention of the President.
- i. Responding to PIPEDA requests from Association members and ensuring that the Association complies with the said Act.

The duties and responsibilities of the Director associated with 2) are:

- a. Acting as a liaison between the President or designate and Association staff as it relates to Article 11.2.
- b. Fostering collaboration and providing leadership, guidance, and feedback to other Association staff to ensure that the staff delivers a high standard of service to CUASA's elected bodies and individual members, as it relates to Article 11.2.
- c. Ensuring staff schedules are arranged such that the Association office is open to serve CUASA members during regular business hours and effective services are provided.
- d. Temporarily performing the duties and responsibilities of other Officers when required.
- e. Engaging in professional development activities to enhance his/her ability to serve the membership.

The minimum qualifications of the Director are:

- a. A university degree and several years of progressively more responsible labour relations experience;
- b. Superior interpersonal and communication (verbal and written) skills;
- c. Strong organizational and analytical skills.

Administrative Assistant

Preamble: The Administrative Assistant provides general office support to senior staff of the Association, including but not limited to providing reception services, taking minutes of meetings, completing data-entry and contributing to the overall effective operation of the office. She/he directs enquiries from members and other parties to the appropriate Association representative.

Reporting Lines: Reports to and works under the general direction of the President or designate, normally via the Director.

The duties and responsibilities of the Administrative Assistant are:

- a. Assisting the assigned staff officers with the preparation for meetings, note taking, photocopying and preparing materials such as agendas or reports, as directed.
- b. As directed, working with and assisting the Office Manager with their tasks (e.g., updating membership databases; liaising with Carleton University regarding office space and maintenance, booking room and ordering catering; data-entry for bookkeeping; preparing welcome letters and packages for new academic staff; Updating the Office Procedures Manual; etc.).
- c. As directed, working with and assisting the Senior Grievance and Arbitration Officer with their tasks (e.g., creating, maintaining and archiving files, scheduling meetings, preparing materials for meetings, filing, note taking, etc.).
- d. As directed and during collective bargaining, working with and assisting the Member Services and Communications Officer with their tasks (e.g., photocopying, preparing materials for meetings, note taking, etc.).
- e. Preparing correspondence, memos, minutes and other documents for the Presidential Officers, as directed.
- f. Providing reception services for CUASA.
- g. Organizing and filing Association documents.
- h. Maintaining the organization and overall tidiness of the storage room and public CUASA spaces.
- i. Perform any other task or duty as directed by the President or designate
- j. Engaging in professional development activities to enhance his/her ability to serve the membership.

The qualifications of the Administrative Assistant are:

- a. Post-secondary education or relevant clerical experience.
- b. Knowledge and experience of office software (MS office suite (Word, Excel, PowerPoint))
- c. Knowledge and experience using database software
- d. Basic accounting knowledge

Office Manager

The Office Manager provides administrative support to the Officers and Professional Employees in the performance of their duties related to the administration and operations of the Association. The Office Manager is also responsible for day-to-day management of the Association's finances in Consultation with the Treasurer; providing administrative support to the position's assigned committees and tending to the procurement of material, as approved for purchase.

Reporting Lines: Reports to and works under the general direction of the President or designate, normally via the Director. The position is also responsive to the Chairs of the assigned committees.

The Office Manager provides administrative and operational support in four key areas, which are Finance, Committee Support, Administrative, and Information Technology:

Financial Responsibilities

In consultation with the Treasurer, manages the day-to-day administration of the Association's finances, maintains financial accounts and ensures the financial information is provided to external organizations as required. This includes, but is not limited to:

- a. Verifying Association income deposits and statements through dues check-off provisions of the Collective Agreement;
- b. Preparing monthly financial statements and bank reconciliations;
- c. Making ledger entries to ensure that accounts are current and accurate for reporting to the Association's governing bodies and the Treasurer;
- d. Verifying invoices and other charges and preparing cheques for payments;
- e. Preparing financial accounts for the annual audit and providing auditors with all necessary documentation and related information.
- f. Reporting to external agencies with respect to per capita membership dues payments;
- g. Overseeing the payroll of the Association staff to ensure accuracy and compliance;
- h. Maintains records of benefits as required under the CUASA-Unifor collective agreement; and,
- i. Providing reports to the Treasurer for presentation at meetings in accordance with the Constitution and Bylaws.

Committee Support Responsibilities

In consultation with the Chairs of the relevant committees, the Office Manager provides administrative support including but not limited to:

- a. For Council and the Steering Committee:
 - a. Copying and preparing materials for distribution in accordance with procedure and any other requests made by the Chairs, President or Professional Employees as it relates to their advisory roles.
- b. For the Nominations and Elections Committee:
 - a. Assisting the Chair with his/her duties under the Elections article of the Constitution;
 - b. Ensuring the Chair is aware of any vacancies, anticipates vacancies or completions of terms of office requiring new elections;
 - c. Preparing and distributing election materials including calls for nominations;

- d. Assisting the Chair in preparing reports to Association bodies; and,
- e. In the absence of the Chair, ensuring that elections occur as necessary.
- c. For the Finance Committee:
 - a. Provide administrative and advisory support to the Committee by providing such information on the Association's finances as may be required; and,
 - b. Acting as the recording secretary of the Committee, as required.

Administrative Responsibilities

In consultation with the Director, President and other Professional Employees, the Office Manager tends to the administrative and operational needs of the Association. This includes, but is not limited to:

- a. Maintaining membership databases including LabourWare membership database;
- b. With the President, contacting new members of the bargaining unit, providing welcome packages and inviting them to join the Association;
- c. Preparing correspondence, memos, minutes and other documents as directed;
- d. Maintaining the office procedures manual;
- e. Booking of rooms and arranging of catering for Association events including meetings and workshops;
- f. Acting as the key press and office access coordinator for the Association's offices;
- g. Ensuring that the Association office is stocked with the requisite supplies and equipment;
- h. Liaises with the Association's insurance broker to ensure that CUASA has appropriate insurance coverage (including property and liability insurance);
- i. Making travel arrangements, as required;
- j. Provides reception services for visitors and taking telephone calls and voicemail messages;
- k. Provides secretarial services for Presidential Officers and Professional Employees such as transcription (dictations), document preparation for signatures and other such related work.
- l. Handling of incoming and outgoing mail;
- m. Monitoring the Association's general email account and forwarding messages to appropriate officers for response;
- n. Maintaining the financial and committee records of the Association and maintaining other administrative files as requested; and,
- o. Assists in the orientation of new Association employees including human resources on boarding.
- p. Prepares materials and conducts the general administration of votes (other than e-voting).

Information Technology Responsibilities

The Office Manager assists the Member Services and Communications Officer with the administration and oversight of the Association's information technology. This includes but is not limited to:

- a. Acting as the designated information technology administrator for CUASA's use of Carleton University systems;
- b. In compliance with the approved budget, procures materials and such information technology materials (hardware and software) as required by the Association, including the procurement of materials requested by Professional Employees either for payment with PERs or as approved by the President for purchase;
- c. Maintaining the Association's mailing lists;

- d. Acts as backup to the Member Services and Communications Officer for the maintenance of the Association's website, including other related duties during the Member Services and Communications Officer absence; and,
- e. Updating the Association's housing listing

Other

- a. In the event of that the Director and Member Services and Communications Officer are both absent, provides administrative support at meetings of Council, Steering and the General Membership. In the event of any absence of any other administrative staff (casuals, limited terms, etc.), perform the duties of the positions.
- b. Engaging in professional development activities to enhance his/her ability to serve the membership.

Working Conditions

- This position is not normally expected to work overtime or travel.
- This position may be exposed to adversarial persons and sensitive subject matters.

The qualifications of the Office Manager are:

- a. A post secondary degree
- b. At least three years of office administration experience
- c. At least two years experience with bookkeeping
- d. Knowledge and experience using general office software including MSWord, Excel, PowerPoint
- e. Knowledge and experience using database software such as Access.
- f. Experience and understanding of the post secondary education sector
- g. Superb interpersonal and communication skills (written and verbal)

Senior Grievance and Arbitration Officer

Preamble: The Senior Grievance and Arbitration Officer is the in-house legal services professional staff person whose primary responsibilities are to represent the Association, and its members, at all stages of the grievance process and before various boards or administrative tribunals, and arbitrators appointed under the collective agreement as well as in mediation or other similar processes.

The Senior Grievance and Arbitration Officer is expected to exercise a high degree of professionalism, discretion, judgement and ethics normally required of a legal services representative. For clarification purposes, the “instructing client” to the Senior Grievance and Arbitration Officer is the President or the Grievance Policy and Administration Committee.

Reporting Lines: Reports directly to the President or designate.

The duties and responsibilities of the Senior Grievance and Arbitration Officer are:

- a. Providing advice and guidance to Association Officers, the Grievance Policy and Administration Committee, and Association members in the interpretation and application of relevant legislation, associate regulations and the collective agreement.
- b. Under the oversight of the Grievance Policy and Administration Committee and in collaboration with the President, participating in the administration of the grievance process. This includes, but is not limited to: resolving issues informally; writing and transmitting grievances; instructing legal counsel in consultation with the President; arranging for meetings to be coordinated between involved parties, representing members through the grievance, investigation, arbitration, and appeals processes; identifying and obtaining relevant evidence; ensuring that Association copies of grievance files are updated, organized and secured; attending and representing at arbitrations, as required; and providing other grievance-related or legal services related to labour relations.
- c. Appear before arbitrators, boards or administrative tribunals as the representative on record and in doing so, complete all legal tasks as required and in accordance with practice directions;
- d. Negotiating settlements or agreements to obviate the need for formal hearings;
- e. Coordinating and overseeing legal projects;
- f. Acting as instructing client on behalf of the Association for all external counsel authorized to be retained on any file;
- g. Coordinating and overseeing any persons (volunteers or staff) required to handle any component of the grievance process to preserve the integrity and quality of representation and to maintain meaningful representation on behalf of the Association. This includes providing advice and coaching for committee or volunteer members to help build capacity.
- h. Reporting to the President any concerns noted or complaints received about the grievance handling or representation process, including any errors or omissions made by any persons during representation;
- i. Providing advisory, coordinating and administrative support to the Grievance Policy and Administration Committee, including preparing reports and drafting policies;
- j. Preparing and delivering grievance awareness and capacity training on collective agreement issues to the CUASA membership in consultation with the Grievance Policy and Administration Committee and the President.

- k. Developing grievance-related content for Association publications including, but not limited to, the CUASA Communiqué, social media accounts and the website.
- l. Any other duty that the President may request.

Other:

- a. Attending and acting as advisor to the Presidential Officers at any meeting requested by the President.
- b. Meeting with academic job candidates to provide advice on Carleton University and the Association.
- c. Temporarily performing the duties and responsibilities of the Director, Member Services and Communications Officer and Office Manager when required.
- d. Engaging in professional development activities to enhance his/her ability to serve the membership.

The qualifications of the Senior Grievance and Arbitration Officer are:

- a. A four-year undergraduate degree or equivalent, preferably in a relevant area.
- b. Minimum five years' experience in labour relations including grievance handling or advocating for a grievor, preferably in a post-secondary academic labour relations environment or three years' experience practicing law in the areas of human rights, employment, labour, administrative, constitutional or civil litigation.
- c. Significant knowledge of relevant labour and employment legislation such as the Ontario Labour Relations Act, Occupational Health and Safety Act and the Ontario Human Rights Code. Experience interpreting collective agreements.
- d. Strong interpersonal skills, excellent oral and written communications skills, the ability to exercise tact, judgement and diplomacy, and high regard for confidentiality.
- e. Licensee in good standing with the Law Society of Upper Canada an asset.
- f. Bilingualism an asset.

Appendix C – Pension Plan Participation Agreement

2012 PARTICIPATION AGREEMENT

The Agreement made this 11th day of October 2013

BETWEEN:

CARLETON UNIVERSITY ACADEMIC STAFF ASSOCIATION

(the “Employer”)

-and-

MULTI-SECTOR PENSION PLAN BY ITS TRUSTEES

(the “Trustees”)

In consideration of the Employer becoming a participating employer, commencing January 1, 2014, in the Multi-Sector Pension Plan (the “Plan”), by making contributions to the Plan in accordance with the collective agreement (“Collective Agreement”) between the Employer and Local 567 of Unifor (the “Union”), and in consideration of the Trustees making benefits available to the employees of the employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the Collective Agreement, failing which the Trustees or the Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedure under this Collective Agreement or in any other forum having jurisdiction to enforce this Participation Agreement. If the Employer is delinquent in its contribution payments, the Employer shall pay the Trustees for any related losses or costs, including interest, liquidated damages and costs in accordance with the provisions of this Participation Agreement and the Agreement and Declaration of Trust dated January 1, 2002, as amended (“Declaration of Trust”) which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the

Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union, or the Trustees to provide benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.

5. The Employer agrees to be bound by the Declaration of Trust. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and any subsequent amendments as they are made.
6. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and any additional information which may be required by the applicable legislation for an Employer located in a province other than Ontario which the Administrator may reasonably require to properly record and process pension contributions and pension benefits.

For further specificity, the information required for each Eligible Employee is as follows:

a) To be Provided at Plan Commencement

date of hire;

date of birth;

Social Insurance Number;

date of first contribution;

seniority list to include hours from date of hire to Employers' Fund entry date (for the purpose of calculating past service credit);

gender.

b) To be Provided with each Remittance

name;

Social Insurance Number;

monthly remittance;

pensionable earnings;

year to date contributions;

employer portion of arrears owing due to error, or late enrolment by the Employer.

c) To be Provided Initially and as Status Changes

full address;

termination date where applicable (MM/DD/YY);

marital status;

date of death (if applicable).

d) To be Provided Annually but no later than December 31

current complete address list for all eligible employees;

period(s) of absence due to illness or disability, including WSIB;

period(s) of layoff, while subject to recall;

period(s) of absence for pregnancy or parental leave;

period(s) of strike or lockout;

other leaves of absence;

hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

7. All personal information about employees provided to the Administrator of the Plan pursuant to section 6 of this Agreement and/or the provisions of the Collective Agreement will be treated as Confidential Information. Except as required by law, Confidential Information will only be disclosed to the Trustees, employees of the Administrator, a service provider retained by the Trustees, the individual to whom the Confidential Information pertains or a representative of that individual who has been authorized in writing. The Confidential Information is also subject to the provisions of the MSPP's Privacy Statement. The Trustees will provide to the Employer, at its request, a copy of the MSPP's Privacy Statement.

Appendix D – Samples of the Union Label

Print Materials

The Union logo may appear on print materials produced by members working under this Collective Agreement as long as it is not done in such a way as to lead individuals to believe that it is a document created by the Union and not the Employer:



Website

The following text could appear in the footer of websites produced by members working under this Collective Agreement:

“Maintained by members of Unifor Local 567.”

Email and Print Correspondence

Employees may choose to include “Unifor 567” following their signatures on email and print correspondence.

MOA – Pension Contribution for Deborah Jackson

<This MOA contains personal information and has been removed from the online version of the agreement.>

MOA – Retirement Benefits

<This MOA contains personal information and has been removed from the online version of the agreement.>

MOA – Annual Fees

<This MOA contains personal information and has been removed from the online version of the agreement.>

LOU Director Position Pilot Implementation

CUASA and Unifor agree to implement the proposed new model of staff organization. A pilot period will be used to evaluate the new model. Regardless of the outcome of the pilot period both sides agree that old staffing model will not be reinstated.

Pilot Duration:

The pilot implementation will be for two years. During this period the EERC will meet regularly to assess the progress and resolve issues that may arise.

At the end of the two years an evaluation of the staffing model will take place in order to determine whether the model should continue as is, be modified, or discontinued.

Stipend:

<This section contains personal information and has been removed from the online version of the agreement.>

Job descriptions:

The pilot implementation will initially use the job descriptions as attached to the CA as Appendix B. The job descriptions will be evaluated by the EERC every 6 months and if necessary modified in order to ensure the success of the pilot implementation.

Administrative Assistant:

The Administrative Assistant position is included in the pilot implementation as an experimental position. This work description remains subject to amendment at EERC and during the pilot implementation. The position shall be staffed as a full time LTA. The objective is to convert the position to a full-time continuing one upon declaration of the EERC that the pilot implementation was/is successful. The EERC must declare whether the pilot implementation is/was successful within twenty four (24) months from the start of the project (start date to be determined)

During the initial staffing selection process, candidates shall be informed of the intent of this position and that it is subject to the terms of the pilot implementation. The incumbent, at the time of the position conversion shall not be required to re-apply for the position and the appointment shall be made as a non-advertised one, without loss of seniority or service. Upon conversion, the incumbent shall receive all rights and privileges of a full-time continuing employee.

This position shall not be considered one included in the “main office staff” definition for the proposed staffing model and therefore ineligible for application for the internal Director application process. However, the incumbent shall not be refused the right to apply for any externally advertised competition should the occasion arise.

Proposed Staffing Model

Overview

This document presents an operation model of CUASA staff. CUASA staff service about 900 union members and comprise of 3-4 staff members. Currently there are four main functions: Senior Grievance and Arbitration Officer (SGAO), Member Services and Communications Officer (MSCO), Office Manager and an Executive Director. The Senior Grievance and Arbitration Officer, Member Services and Communications Officer (MSCO) are considered main office staff.

This proposal looks at the organization of CUASA staff so that CUASA members will be best serviced with the available resources. In particular the model looks at the Executive Director position (here after termed Director).

The proposal is organized as follows: first the director position is described, followed by the Appointment process/rules and Renewal process/rules.

Director Position

The position will be a part time position that will be renewed every 24 months. The term was determined to match LTA appointment length but this can be changed as long as it complies with the collective agreement. CUASA would like that the director position will be held by and the duties carried out by one of the main office staff (SGAO, MSCO, or Office Manager).

Director Duties

1. Director duties - see Appendix B.
2. Position will be a part time position.

Remuneration

Staff member carrying out the duties will receive a stipend.

Appointment and Renewal

CUASA envisions that main office staff will carry out the duties. As such the process is aimed at ensuring that main office staff will be able to apply for the position.

Appointment

1. Main office staff will apply to the carry out the director duties. Decision will be made by the SRC and approved by Steering.
2. If needed and as needed, a part-time or a full-time assistant can be hired to assist the staff member carrying out the director duties.
3. In case no staff member wants to carry out the director duties, or not ready to carry out the director duties a part time LTA will be hired to carry out the director duties for 24 months.

Renewal

The position appointment will be renewed every two years (24 months)

1. In case a position the position is held by a main office staff then
 - a. The position can be renewed by the SRC after consultation with the position holder without opening it to other main office staff.
 - b. If the staff member holding the position does not want to carry out the duties any more or the SRC decides to not renew the appointment, then the staff member

can revert to his/her substantive position and the Appointment Process will restart. In this case, if an assistant was hired then the assistant will be laid off.

2. In case the position is held by an LTA then
 - a. The position will be opened again to main office staff and the appointment process will take place.
 - b. If there is no main office staff member who can carry out the duties of the director, then the LTA position will be renewed for another term of 24 months. The SRC in consultation with the president and the position holder will decide whether to renew the position for another 24 months or solicit new candidates for the LTA position. Note that in this case the LTA carrying out the director duties will not become a continuing member.

Signature Page

THIS COLLECTIVE AGREEMENT

SIGNED AT OTTAWA

this 16th day of the month of April, 2019

Unifor Local 567:

Carleton University Academic Staff Association:

_____ Jan Malek _____

_____ Doron Nussbaum _____

_____ Christal Côté _____

_____ Iain McKinnell _____

_____ Walter Manning _____