

COLLECTIVE AGREEMENT

BETWEEN

CARLETON UNIVERSITY

AND

**CARLETON UNIVERSITY POSTDOCTORAL
ASSOCIATION**

Expiry: April 30, 2018

Contents

ARTICLE 1 – Intent / Purpose	3
ARTICLE 2 – DEFINITIONS.....	4
ARTICLE 3 – Scope and Recognition.....	8
ARTICLE MR – Management Rights	9
ARTICLE 4 – Health & Safety.....	10
ARTICLE 5 – Employer/Association Relations Union Security	12
ARTICLE 6 – Joint Committee for the Administration of the Agreement (JCAA).....	15
ARTICLE 7 – No Discrimination.....	16
Article 4: Academic Freedom	18
Article 4: Academic Freedom	19
ARTICLE RR – Rights and Responsibilities of Employees	20
Article D – Discipline	22
ARTICLE 8 – Confidentiality & Access to Personnel Files	24
ARTICLE 9 – Grievance Procedure	27
ARTICLE 10 – Arbitration	31
ARTICLE AP– Appointment Processes	32
ARTICLE PE: Probationary Employees	35
Article X: Legal Liability.....	37
Article C - Evaluation	38
ARTICLE HW: HOURS OF WORK	39
Article W: Working Conditions and Access to Resources	41
Article PD – Professional Development	44
ARTICLE L: Leaves	46
ARTICLE PL: Pregnancy and Parental Leave	56
ARTICLE S: Salary (Salary Processing)	66
Article Y: Strikes and Lockouts.....	71
ARTICLE Z – Duration & Renewal	72
ARTICLE 14 – Negotiation Procedures	74
ARTICLE B: Benefits and Pensions and Pensions and Pensions (Benefits Processing)	75
ARTICLE SJF: PSAC Social Justice Fund	81

Appendix A: CUPA Welcome Letter	83
Memorandum of Understanding (MoU) between Carleton University (CU) and Carleton University Postdoctoral Association (CUPA) RE: Clarity Around Collective Agreement Terminology (“Internal Remuneration”)	84

ARTICLE 1 – Intent / Purpose

The general purpose of this agreement is to establish an orderly collective bargaining relationship between Carleton University (hereafter referred to as the Employer) and its employees represented under this Agreement

EMPLOYER FULL AND FINAL OFFER 11 February 2016: These proposals set out the Employer's bargaining position on the individual articles included as of this date. The Employer reserves the right to amend its position, including the right to add, modify or delete any component of each individual article if not accepted in its entirety.

by the Carleton University Postdoctoral Association (CUPA) (hereafter referred to as the Union), to encourage efficiency of operation, to establish mechanisms for addressing and resolving of disputes, and to set forth an agreement covering the hosting standards for Post-Doctoral Fellows whose employment falls within the scope of this bargaining unit.

The parties recognize that it is in their mutual interests to promote and to enhance the working relations between the Employer and the Union and its members on the principles of mutual respect and cooperation, and to foster a climate of freedom and responsibility appropriate for the promotion of excellence in the University.

ARTICLE 2 – DEFINITIONS

1. Academic Unit designates a faculty, division, library, college, school or other unit headed by a Dean, or other person excluded from the bargaining unit as managerial by the scope (Article 3) of this collective agreement.
2. Academic Year designates the period thus named and specified annually by Senate.
3. Association is the Carleton University Postdoctoral Association.
4. Bargaining Unit is defined by the certificate issued by the Ontario Labour Relations Board, dated 15 October 2014, as may be amended from time to time by the Ontario Labour Relations Board.
- 5.
6. Board of Governors (hereinafter called the Board) is the body referred to by that name in the *Carleton University Act*.
7. ~~Carleton University is the body corporate defined by the *Carleton College Act* (1952) as amended by the *Carleton University Act* (1957) and the *Carleton University Act* (1968). [*Carleton University Act*] designates the several Acts enumerated in the definition of Carleton University no. 5 above as amended from time to time in the future by the Legislature of the Province of Ontario. Carleton University or University is the body corporate defined by the *Carleton College Act* (1952) as amended by the *Carleton University Act* (1957) and the *Carleton University Act* (1968).~~
8. ~~*Carleton University Act* designates the several Acts enumerated in no. 5 above as amended from time to time in the future by the Legislature of the Province of Ontario. [*Carleton University Act*] designates the several Acts enumerated in the definition of Carleton University no. 5 above as amended from time to time in the future by the Legislature of the Province of Ontario. *Carleton University Act* designates the several Acts enumerated in no. 5 the definition of Carleton University above as amended from time to time in the future by the Legislature of the Province of Ontario.~~
9. ~~Chair/Director of an institute, program or centre designates a faculty employee who is the senior academic administrator in a sub-unit such as a department, institute, program or centre, appointed in accordance with procedures laid down for the governance of the University by Senate and the Board of Governors.~~

~~[Chair/Director] of an institute, program or centre designates a faculty employee who is the senior academic administrator in an Academic Sub-unit such as a department, institute, program or centre, appointed in accordance with procedures laid down for the governance of the University by Senate and the Board of Governors.~~ Chair/Director of an institute, program or centre designates a faculty employee who is the senior academic administrator in a sub-unit such as a department, institute, program or centre, appointed in accordance with procedures laid down for the governance of the University by Senate and the Board of Governors.

~~Days or working days~~ means a day that the University is open for business.

10. ~~Dean designates the senior Academic officer of a faculty, appointed in accordance with procedures laid down for the governance of the University by Senate and the Board of Governors.~~ [Dean] designates the senior Academic officer of an Academic Unit faculty, appointed in accordance with procedures laid down for the governance of the University by Senate and the Board of Governors. Dean designates the senior Academic officer of a faculty, appointed in accordance with procedures laid down for the governance of the University by Senate and the Board of Governors.
11. Department (or equivalent) (hereinafter described as a department) designates a sub-unit of the faculties or divisions including departments, schools, institutes, programs, centres and other academic sub-units.
12. ~~Employee is a person included in the bargaining unit as defined by the certificate issued by the Ontario Labour Relations Board, dated 15 October 2014, as may be amended from time to time by the Ontario Labour Relations Board or by agreement of the parties.~~ [Employee] is a person included in the Bargaining Unit as defined by the certificate issued by the Ontario Labour Relations Board, dated 15 October 2014, as may be amended from time to time by the Ontario Labour Relations Board or by agreement of the parties. Employee is a person included in the bargaining unit as defined by the certificate issued by the Ontario Labour Relations Board, dated 15 October 2014, as may be amended from time to time by the Ontario Labour Relations Board **or by agreement of the parties or by agreement of the parties**.
13. ~~Employer is the Board of Governors of Carleton University, the President and Vice-Chancellor, Vice-Presidents, Associate Vice-Presidents, Deans, such other persons excluded from the bargaining unit as managerial, or who are authorized to act on behalf of the Employer, and, for the purposes of Article ## (Grievance Procedure), academic department heads.~~ [Employer] means Carleton University is the Board of Governors of Carleton University, the President and Vice-Chancellor, Vice-Presidents, Associate Vice-Presidents, Deans, such other persons excluded from the bargaining unit as managerial, or who are authorized to act on behalf of the Employer, and, for the purposes of Article ## (Grievance Procedure), academic department heads. Employer is the Board of Governors of Carleton University, the President and Vice-Chancellor, Vice-Presidents, Associate Vice-Presidents, Deans, such other persons excluded from the bargaining unit as managerial, or who are authorized to act on behalf of the Employer, and, for the purposes of Article ## (Grievance Procedure), academic department heads. means Carleton University. Employer is the Board of Governors of Carleton University, the President and Vice-Chancellor, Vice-Presidents, Associate Vice-Presidents, Deans, such other persons excluded from the bargaining unit as managerial, or who are authorized to act on behalf of the Employer, and, for the purposes of Article ## (Grievance Procedure), academic department heads.

~~Family, except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother (including step brother), sister (including step sister),~~

~~spouse (including common law partner spouse resident with the Employee), child (including child of common law partner), stepchild or ward of the Employee, grandchild, father in law, mother in law, sister in law, brother in law, son in law, daughter in law, aunt, uncle, niece, nephew, the grandparents, any person over whom the Employee has legal responsibility , and any person permanently residing in the Employee's household or with whom the Employee permanently resides.~~

14. FGPA refers to the Faculty of Graduate and Postdoctoral Affairs.
15. ~~Members refers to employees of the bargaining unit pursuant to the scope (Article 3) of this collective agreement. [Members] refers to Employees included in of the bBargaining uUnit pursuant to the scope (Article 3) of this collective agreement Members refers to Employees included in of the bBargaining uUnit pursuant to the scope (Article 3) of this collective agreement. Members refers to employees of the bargaining unit pursuant to the scope (Article 3) of this collective agreement.~~
16. ~~Parties are the parties to this agreement, namely Carleton University and the Association. [Parties] are the parties to this agreement, namely Carleton University and the Union Association. Parties are the parties to this agreement, namely Carleton University and the Association. Public Service Alliance of Canada.~~
17. ~~Post Doctoral Fellow refers to all persons employed as Post Doctoral Fellows at Carleton University with a contract issued by the Dean of the Faculty of Graduate and Postdoctoral Affairs, and whose funding sources result in the inclusion of the employee in this bargaining unit, pursuant to the scope (Article 3) of this collective agreement. [Postdoctoral Fellow] refers to all persons employed as Postdoctoral Fellows at Carleton University who are members of the Bargaining Unit with a contract issued by the Dean of the Faculty of Graduate and Postdoctoral Affairs, and whose funding sources result in the inclusion of the employee in this bargaining unit, pursuant to the scope (Article 3) of this collective agreement. Post Doctoral Fellow refers to all persons employed as Post Doctoral Fellows at Carleton University who are members of the Bargaining Unit with a contract issued by the Dean of the Faculty of Graduate and Postdoctoral Affairs, and whose funding sources result in the inclusion of the employee in this bargaining unit, pursuant to the scope (Article 3) of this collective agreement. Post-Doctoral Fellow refers to all persons employed as Post-Doctoral Fellows at Carleton University with a contract issued by the Dean of the Faculty of Graduate and Postdoctoral Affairs, and whose funding sources result in the inclusion of the employee in this bargaining unit, pursuant to the scope (Article 3) of this collective agreement.~~
18. Senate is the body referred to by that name in the Carleton University Act and as constituted in accordance with the New University Government document (1968).
19. ~~Supervisor means member of the Carleton Academy with whom the Post Doctoral Fellow has contracted as stipulated in the letter from the Dean of the FGPA. Overarching supervisory and disciplinary responsibility rests with the Dean of the FGPA. [Supervisor] means member of the Carleton Academy to whom the Employee normally reports regarding matters pertaining to their employment with whom the Post Doctoral Fellow has contracted as stipulated in the letter from the Dean of the FGPA. Overarching supervisory and disciplinary responsibility rests with the Dean of the FGPA. Supervisor means the member of the Carleton Academy to whom the Employee normally reports regarding matters pertaining to their employment with whom the Post-Doctoral Fellow has contracted as stipulated in the letter from the Dean of the FGPA. Overarching supervisory and disciplinary responsibility rests with the Dean of the FGPA.~~

[Term] means an academic term.

[Union or CUPA] means the Carleton University Postdoctoral Association. **Union or CUPA** means the Public Service Alliance of Canada or its Local XXXX, Carleton University Postdoctoral Association.

[Union representative] means a member of the Bargaining Unit or external Union advisor who has been duly authorized to represent the Union. **Union Representative** means a member of the Bargaining Unit or external Union advisor who has been duly authorized to represent the Union

[Unit Head] designates the head of an Academic Unit, normally a Dean.

~~Carleton Proposal~~

~~12 February 2015~~

~~CUPA Proposal~~

~~12 February 2015~~

Carleton Counter

13 February 2015

Carleton *pinks*

13 February 2015

ARTICLE 3 – Scope and Recognition

3.1 Pursuant to the certificate issued by the Ontario Labour Relations Board dated the 15 October 2014, the Employer recognizes the Union as the exclusive bargaining agent of all persons employed as Post-Doctoral Fellows by Carleton University, in the City of Ottawa, save and except the following:

- a) Persons who exercise managerial functions or who are employed in a confidential capacity in matters related to labour relations;
- b) Persons when performing work for which another trade union has bargaining rights under the *Ontario Labour Relations Act*;
- c) Persons employed as Research Assistants; Research Associates; Research Fellows; Clinical Fellows; Clinical Scholars; Visiting Scholars; Visiting Researchers; or Visiting Faculty;
- d) Postdoctoral Fellows whose internal remuneration constitutes less than half of the minimum annual salary on a pro-rated basis as per this Collective Agreement.

Clarity Notes:

- (i) Notwithstanding the exclusion in (d) above Postdoctoral Fellows appointed into this bargaining unit cannot be excluded solely due to negotiated increases in the minimal annual salary stipulated in this Collective Agreement.

3.2 The Union recognizes that the Employer retains the right to manage the affairs of Carleton University, except as modified by the terms of this Agreement. The Employer agrees to exercise this right in a manner that is fair and reasonable.

Robert Ramsay
For the Union

Date

Matthias Neufang
For the Employer

Date

~~Carleton Proposal~~
~~03 June 2015~~
~~CUPA Counter via email ~5.30 pm~~
~~04 June 2015~~
~~CUPA Counter via Peter Simpson on paper~~
~~22 June 2015~~
Carleton Counter
22 June 2015
Carleton *Pinks*
22 June 2015

ARTICLE MR – Management Rights

MR.1 The Union recognizes that the management and direction of the Employees is ~~working forces~~ are fixed exclusively with the Employer and shall remain exclusively with the Employer except as specifically limited by the express provisions of this Agreement.

MR. 2 The Employer shall exercise these rights in a manner that is fair, reasonable, ~~not arbitrary~~, and consistent with this Agreement.

Judith Brown
For the Union

Date

Matthias Neufang
For the Employer

Date

~~Carleton Proposal
12 February 2015~~
~~CUPA Proposal
12 February 2015~~
~~Carleton Counter
13 February 2015~~
~~Carleton Re-Tables pursuant to tabling a Full Pack
03 June 2015~~
~~CUPA Counter
03 June 2015~~
~~Carleton Counter
04 June 2015~~
~~CUPA Counter
22 June 2015~~
~~Carleton Counter
10 Sept 2015~~
~~CUPA Counter
10 September 2015~~
~~Carleton Pinks
22 September 2015~~

ARTICLE 4 – Health & Safety

- 4.1 The employer parties shall comply with the Ontario *Occupational Health and Safety Act* R.S.O. 1990 c.O.1 (OHSA) as amended from time to time.
- 4.2 The parties shall co-operate in establishing rules and practices which promote the safety and health of employees.

~~This~~ These rules and practices includes all training (~~hereinafter referred to as compliance training~~) provided by the Employer as mandated by legislation (~~hereinafter referred to as compliance training~~) and further training required by the Employer. ~~Compliance training refers to any training mandated by federal or provincial legislation or identified by the Carleton University Joint Health and Safety Committee (JHSC).~~

Except as mandated by legislation, completion of compliance training is required only once during the employee's working association with Carleton University. ~~Except as mandated by legislation, completion of this compliance training is required only once during the employee's working association with Carleton University. Completion of this compliance training is only required as mandated by legislation or the JHSC.~~

Such compliance training currently includes but is not limited to:

- i. Workplace Violence and Harassment Training;
- ii. Accessibility for Ontarians with Disabilities Act (AODA) Training:
 - *Accessibility Standards for Customer Service;*
 - *Employment Standard Training;*
 - *Information & Communications Training;*

iii. Employee/Worker Health & Safety Awareness Training.

The employer reserves the right to amend the above list of compliance training modules ~~from time to time, and in accordance with legislative requirements, the above list of compliance training modules.~~ The ~~Association~~ Union will receive written notification within two (2) weeks of the employer acting upon such amendments. Where possible the ~~Where possible the~~ The employer will ~~endeavor to~~ meaningfully consult with the ~~Association~~ Union Union the JHSC concerning matters related to the development and/or implementation of compliance training and further training required by the Employer.

4.3 ~~At point of first hire, the newly hired bargaining unit members will receive a one-time payment of \$200 for time spent in conducting compliance training. Members employed at the point of ratification of this Agreement will receive a one time payment of \$200 upon completion of compliance training.~~

4.3 The Union shall be entitled to elect or appoint an Employee as a representative to the JHSC.

4.4 All time spent by:

(i) the CUPA representative on the JHSC as time authorized by the JHSC Chair as is necessary to carry out their duties under the OHSA as per 4.14 above, and,

(ii) ~~all time spent by~~ an Employees completing compliance training as per 4.2 above,

shall be deemed time worked.

~~No overtime will be incurred as a result of these activities.~~ Any overtime incurred as a result of these activities must be pre-approved by the Supervisor and the JHSC Chair. Such approval shall not be unreasonably withheld.

Gail Lem
For PSAC

Date

Matthias Neufang
For the Employer

Date

~~Carleton Proposal~~

~~12 February 2015~~

~~CUPA Proposal~~

~~12 February 2015~~

~~Carleton Counter~~

~~03 June 2015~~

~~CUPA Counter~~

(sent electronically 04 June 2015);

(tabled in paper/hardcopy via Peter Simpson while caucused 22 June 2015)

~~Carleton Counter~~

~~10 Sept 2015~~

~~CUPA Counter~~

~~10 Sept 2015~~

~~Carleton Counter~~

~~21 Sept 2015~~

~~CUPA Counter~~

~~22 Sept 2015~~

~~Carleton Pinks~~

~~22 Sept 2015~~

ARTICLE 5 – Employer/Association Relations Union Security

5.1 Copies of the Agreement

- a. The Employer shall provide the Union with, ~~each member of the bargaining unit with one (1) printed copy of this Agreement~~ within twenty (20) working days of its signing/ratification, and ~~ten (10)-thirty (30)~~ printed copies of this Agreement ~~to the Union~~. The Employer will notify current Employees by e-mail that a new Agreement is available, with a link to the Agreement.
- b. The Employer shall post an up-to-date electronic copy of this Agreement on its website.
- c. The Employer shall include a link to an electronic copy of ~~printed copy of this Agreement~~ with any official offer of employment to a prospective member of the bargaining unit.

5.42 Association Dues

- a. ~~No member of the bargaining unit is required to join the Union as a condition of employment. Every Employee shall become a member of the Union on date of appointment, unless that Employee opts out by written notice to the Union within thirty (30) days of that date to the Union within thirty (30) days of that date.~~ However, every Employee shall become a member of the Union on date of appointment, unless that Employee opts out by written notice to the Union within thirty (30) days of that date. Every member of the bargaining unit shall pay equivalent dues to the Union.
- b. The Employer shall deduct from the monthly pay of all employees an amount equal to the monthly ~~Association~~ Union dues as established from time to time by the ~~Association~~ Union, the structure of which shall not require deductions that are not compatible with the University payroll system, and shall remit such amounts to the office designated by the ~~Association~~ Union by the 15th day of the following

month. The remittance shall be accompanied by a statement listing the name, department and the home address and telephone number of each employee and the amount deducted from each employee.

- c5.3 The Employer shall indicate on each employee's income tax slip the amount of the deductions under this Article for the preceding calendar year.
- d5.2 The Association Union shall indemnify and save harmless the Employer from any claims which may be made against it by an eEmployee as a result of the deduction or non-deduction of Association Union dues.
- 5.3 ~~The Employer shall indicate on each employee's income tax slip the amount of the deductions under this Article for the preceding calendar year.~~

5.3 Information

- a. In addition to the information provided in 5.2 Dues above, the Employer shall make available to the Union once per term, ~~on~~ by 15 October, 15 February and 15 June ~~the 15th day of the 2nd month of the term,~~ (Fall, Winter, and Spring/Summer), ~~upon request~~ salaries and contract start/end dates of all members of the bargaining unit, names of supervisors and departments of work for all members of the bargaining unit, email addresses and campus mailing addresses for all members of the bargaining unit, ~~full budgets approved annually by the Board, audited financial statements of the University, and copies and contractual arrangements of all pension, benefits, and insurance plans. The Employer will not unreasonably refuse other information requests by the Union.~~

b5.4 Correspondence and Notice

All correspondence between the parties arising out of this Agreement shall be sent to the designated representative of the Employer and the address designated by the Association Union.

5.4 Space Resources

- a. ~~The Employer shall provide the Union with a furnished and serviced office on the University campus, with access to the University computer network via a wall jack or the campus wireless network.~~
- a. ~~The Employer shall provide the Union with a furnished and serviced office on the University campus, with access to the University computer network via a wall jack or the campus wireless network.~~
- aeb. ~~The Union will have access to campus meeting rooms, subject to the prevailing University's internal regulations. according to established policies and booking procedures, at the internal fee which currently exists or which may be established from time to time free of charge.~~

5.5 Resources

- a. ~~The Employer shall pay to the Union by September 1 of each year an amount equivalent to the rate of pay for a full course at the contract instructor rate, for the purposes of the costs associated with the administration of this Collective Agreement.~~
- bab. The Employer shall provide to the Union a campus mailbox and access to campus mail services, and a locking filing cabinet in an accessible location.
- be. The Union will have access to photocopying, printing, computing, A/V, telephone, and other technical services at the established rates for those services, as may be changed from time to time.

5.56 Union Representation

- a. At any time, the Union may appoint a representative to represent it in its dealings with the Employer.
- b. Union Representatives ~~Any appointed representative of the Union will have free reasonable access to the University campus for the conduct of official Union business.~~

Gail Lem
For PSAC

Date

Matthias Neufang
For the Employer

Date

Carleton Proposal

12 February 2015

CUPA Counter

24 March 2015

Carleton Pinks

24 March 2015

ARTICLE 6 – Joint Committee for the Administration of the Agreement (JCAA)

- 6.1 A JCAA composed of six (6) representatives, three from each party, shall be established within sixty (60) days of the signing of this agreement.
- 6.2 The purpose of the JCAA is to provide a forum for discussion of matters pertinent to the operation of this agreement or other matters of interest to both parties and to perform such other functions as may be assigned to it by this agreement or by the parties to this agreement.
- 6.3 The parties agree that any change contemplated by Carleton University that impacts either the working conditions of Postdoctoral Fellows, and which is brought to CUPA for discussion, will be brought to the JCAA for meaningful consultation with the union prior to being implemented.
- 6.4 The JCAA shall meet as necessary, but normally at least four times per year. Special meetings may be called by either party on 5 days written notice or by mutual consent to deal with particular issues,~~or pursuant to Article xx (Grievance Procedures)~~. A quorum shall consist of two (2) representatives of each party.
- 6.5 An agenda shall be set for each meeting, and minutes of meetings shall be taken. The minutes so recorded shall be reviewed for approval at the next meeting of the JCAA. The parties will take turns in preparing the agenda and the minutes for each meeting.

Robert Ramsay

For the Union

Date

Matthias Neufang

For the Employer

Date

~~Carleton Proposal~~

~~12 February 2015~~

~~CUPA Proposal~~

~~12 February 2015~~

Carleton Counter

13 February 2015

Carleton *pinks*

13 February 2015

ARTICLE 7 – No Discrimination

- 7.1 The Employer and the Union agree that there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practised with respect to any member of the bargaining unit in any matter concerning working conditions, or the application of the provisions of this Agreement by reason of age, race, creed, colour, national origin, citizenship, physical ability, language ability, political or religious affiliation or belief, sex, sexual orientation, gender identity, gender expression, or marital or family status, place of residence, record of offences, or by reason of their non-membership or activity in the Union.
- 7.2 The Employer shall not restrict the employment of anyone on the basis of physical or language disability, provided that such disability does not interfere with their ability to meet the requirements of the job.
- 7.3 The parties formally recognize their obligations under the Ontario *Occupational Health and Safety Act* R.S.O. 1990, c. O.1, in particular with relation to the prevention of violence and harassment in the workplace.
- 7.4 For the purposes of Article 7.1, harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome, or pursuant to the definitions contained in the Ontario *Occupational Health and Safety Act* or any subsequent amendments and the University's Prevention of Harassment Program Policy, as amended from time to time. The Employer agrees to foster a workplace free from harassment, and to deal with allegations of harassment in accordance with the relevant Carleton policies and procedures.
- 7.5 Any complaint of harassment may be reported and/or investigated under Carleton's *Workplace Harassment Prevention Policy*. Alternatively, any complaint of harassment may be grieved using the procedures set out in Article ## (Grievance Procedure) of this agreement. An employee shall not be able to grieve and lay a harassment complaint under both processes on the same issue.
- 7.6 A copy of the following documents shall be retained on the University website; in Human Resources; and with the Union:
 - Carleton University's *Human Rights Policies and Procedures*;
 - Carleton's *Workplace Harassment Prevention Policy*;
 - Carleton's *Workplace Harassment Prevention Program*;
 - Carleton's *Workplace Violence Prevention Policy*;
 - Carleton's *Workplace Violence Prevention Program*;
 - Carleton's *Environmental Health and Safety Policy*;

The Employer will ensure that the above documents are provided electronically to the Association.

- 7.7 The employer is committed to the principles of accommodation and accessibility as set out in the Ontario *Human Rights Code* R.S.O. 1990 c. H.19. The parties encourage all employees with a requirement for accommodation to notify the employer and the Union. Employees have the right to union representation at meetings regarding requests for accommodation.

Robert Ramsay
For the Union

Date

Matthias Neufang
For the Employer

Date

Carleton Proposal

23 March 2015

Union Counter

23 March 2015

Carleton Counter

24 March 2015

CUPA Counter

24 March 2015

Carleton Pinks

24 March 2015

Article 4: Academic Freedom

4.1 The University's ~~By virtue of its~~ fundamental commitment to scholarship, the University encourages its members to perform to the highest standards of academic excellence. The parties recognize that the principle of Academic Freedom is a core value in the pursuit of excellence ~~the principle of Academic Freedom~~.

Academic Freedom is the freedom to examine, question, create, assert, disseminate, teach and learn, without deference to prescribed doctrine. Academic Freedom carries with it the duty to use that freedom in a manner consistent with ethical guidelines and human rights law, and the scholarly obligation to base research (and teaching, where applicable) on an honest search for pursuit of truth and knowledge.

The University upholds its members' Academic Freedom so they can carry out their scholarly work without threat of interference. Employees are entitled, therefore, to:

- (a) freedom in carrying out research and in publishing the results thereof;
- (b) freedom in carrying out teaching (where applicable) and in discussing their subject; and
- (c) ~~freedom to express opinions about the institution, its administration, and its actions freedom to investigate, speculate and comment, within the scope of work, without interference or reprisal, reference to prescribed doctrine, as well as including the right to criticize the University within the scope of work; and~~
- (d) freedom from institutional censorship and reprisal for exercising individual legal rights, expression of legitimate academic opinion..; and
- (e) freedom from institutional reprisal for any exercise of individual civil rights.

4.2 Academic freedom carries with it the duty to use that freedom in a manner consistent with:

- (a) ~~the scholarly obligation to base research and teaching on an honest search for pursuit of truth and knowledge; and~~
- (b) ~~ethical guidelines and human rights law; and~~
- (c) ~~the scholarly obligation to base research and teaching on an honest search for knowledge.~~

4.23 Academic Freedom does not confer legal immunity, nor does it confer legal immunity, nor does it diminish the obligations of members to meet ~~their legal~~ the duties and responsibilities of their appointments. Academic freedom may also be circumscribed by civil and criminal law.

CLEAN VERSION:

Article 4: Academic Freedom

- 4.1 By virtue of its fundamental commitment to scholarship, the University encourages its members to perform to the highest standards of academic excellence. The parties recognize that the principle of Academic Freedom is a core value in the pursuit of excellence.

Academic Freedom is the freedom to examine, question, create, disseminate, teach and learn, without deference to prescribed doctrine. Academic Freedom carries with it the duty to use that freedom in a manner consistent with ethical guidelines and human rights law, and the scholarly obligation to base research (and teaching, where applicable) on an honest pursuit of truth and knowledge.

The University upholds its members' Academic Freedom so they can carry out their scholarly work without threat of interference. Employees are entitled, therefore, to:

- (a) freedom in carrying out research and in publishing the results thereof;
- (b) freedom in carrying out teaching (where applicable) and in discussing their subject;
- (c) freedom to investigate, speculate and comment, within the scope of work, without interference or reprisal, including the right to criticize the University; and
- (d) freedom from institutional censorship and reprisal for exercising individual legal rights.

- 4.2 Academic Freedom does not confer legal immunity, nor does it the duties and responsibilities of their appointments.

Robert Ramsay
For the Union

Date

Matthias Neufang
For the Employer

Date

Union Proposal
04 June 2015
Carleton Counter
10 Sept 2015
Carleton Re Tables pursuant to tabling a Full Pack
21 Sept 2015
Union Counter
22 Sept 2015
Carleton Pinks
22 Sept 2015

ARTICLE RR – Rights and Responsibilities of Employees

Primary Employee Activity

- RR.1 The parties recognize that Employees are primarily involved in research and scholarly activity as per the letter of appointment from the Dean, FGPA. ~~Scholarly~~/~~Research~~ and scholarly activity conducted within the University shall be directed to the objectives of increasing knowledge and understanding. The freedom to disseminate this knowledge and understanding is described in Article 4: ~~the~~-Academic Freedom ~~article X~~.

Other Employee Activities

- RR.2 The parties recognize that professional activities on the part of Employees over and above their Postdoctoral appointment may enhance the reputation of the University and the professional, scholarly and scientific competence of the Employee.
- RR.3 The parties recognize the freedom of Postdoctoral Fellows to engage in activities over and above their Postdoctoral appointments, provided such activities do not conflict with the performance of the duties and responsibilities of the Postdoctoral appointment.

Intellectual Property Rights Relating to Activities

- RR.4 Intellectual Property (“IP”) refers to inventions, discoveries, creations, writings and other products, however arising, which are the result of intellectual or artistic activity, and which are capable of protection pursuant to the laws of Canada.
- RR.56 In an academic research environment, collaboration and team work are common, and the Intellectual Property (IP) rights of all creators and/or inventors must be respected, ~~along with any other arrangements agreed to in advance~~. It is the intent that all activities conducted by Postdoctoral Fellows and supervisors are subject to relevant legislation, such as, but not limited to, the *Copyright Act* (R.S.C., 1985, c. C-42), the *Patent Act* (R.S.C., 1985, c. P-4), the *Trade-marks Act* (R.S.C., 1985, c. T-13), ~~and other related legislation as amended from time to time~~, and to the ~~University Policy, including, but not limited to the Policy on the Responsible Conduct of Research and the Policy and Procedures Regarding Allegations of Academic Misconduct in Teaching and Research~~.

- RR.6 The Office of the Vice-President (Research and International) supports research activity in the Carleton University faculties. ~~RR.9~~ Any disputes arising from the administration of this Article shall first be referred to the appropriate person within ~~the Carleton University Research Office (CUBO)~~ the Office of

the Vice-President (Research and International) for mediation. The time limits in Article 9, *Grievance Procedure*, shall be held in abeyance during such mediation. ~~If the dispute cannot be resolved through mediation, it may be subject to the Grievance Procedure and if necessary Arbitration.~~

- ~~RR.5 The Employer shall not claim ownership of any IP produced or owned by Employees prior to their appointment at the University.~~
- ~~RR.6 In an academic research environment, collaboration and teamwork are common and the IP rights of all creators or inventors must be respected, along with any other arrangements agreed to in advance.~~
- ~~RR.7 The parties are committed to the Tri-Agency position that authorship of published work includes all those who have materially contributed to, and share responsibility for, the contents of the publication, and only those people. Standards for the academic or professional discipline should be applied when determining authorship relative to proportion of contribution to a scholarly or creative work, and Employees shall receive recognition consistent with their contribution.~~
- RR.7 It is the responsibility of the Employee to disclose any IP existing at the time of appointment and if so disclosed neither the Supervisor nor the Employer shall claim ownership of such IP.
- RR.8 The Supervisor shall, within one month of commencement of the appointment, convene a meeting with the Employee to discuss the principles guiding: (i) the authorship of work produced during the term of the postdoctoral appointment, and (ii) the ownership of commercializable IP where applicable. Following this meeting, within a reasonable timeframe, the Supervisor shall provide the Employee with a written summary of this discussion.
- RR.9 Both the Employee and the Supervisor are responsible for on-going disclosure of creative activities which could reasonably be expected to lead to the creation of shared intellectual property.
- ~~RR.10 Ownership of commercializable IP, once created, shall be established in writing between the Faculty Supervisor, the Employee, the Employer and other collaborators or sponsors, taking into consideration each party's contributions and obligations to the Employer and/or others. Owners of commercializable IP shall be entitled to share in the net proceeds in proportion to their contributions, unless agreed otherwise. Employees shall be entitled to Union representation at any meeting called to discuss or agree upon ownership of IP.~~
- ~~RR.9 Any disputes arising from the administration of this Article shall first be referred to the appropriate person within the Carleton University Research Office (CURO) for mediation. If the dispute cannot be resolved through mediation, it may be subject to the Grievance Procedure and if necessary Arbitration.~~

Gail Lem
For PSAC

Date

Matthias Neufang
For the Employer

Date

Union Proposal
13 February 2015
Carleton Counter
06 May 2015
CUPA Counter
19 May 2015
Carleton Counter
03 June 2015
Carleton Re Tables pursuant to tabling a Full Pack
10 Sept 2015
CUPA Counter
10 September 2015
Carleton Counter
10 Sept 2015_5.07 pm
CUPA pinks
21 September 2015

Article D – Discipline

- D.1 The eEmployer and the union recognize will not discipline or dismiss an eEmployee without just cause, and shall have due regard for will not discipline or dismiss an employee without just cause, and shall have due regard for the principles of progressive discipline.
- D.24 Nothing in this Article shall be construed to preclude the normal discussions between supervisors and employees concerning standards, expectations, or performance of work.
- D.32 Disciplinary action will be just, and reasonable, timely, and commensurate with the offense.
- D.4 An eEmployee facing discipline shall be informed they have the right to union representation should they so choose.
- D.52 The Employer shall give the Employee forty-eight (48) hours two working (2) days of notice of any disciplinary meeting or meeting which may could reasonably be expected to lead to discipline and shall inform the Employee of their right to Union representation. Any disciplinary letter sent to the employee shall include the reasons for the discipline and shall remind the employee of their right to union representation. When the Employer requires an Employee to attend a meeting as part of an investigation which is likely to lead to discipline or dismissal, or a meeting concerning discipline or dismissal, the Employer will inform the Employee of the Employee's right to have a Union representative present. If the Employee requests Union representation, the Employer will arrange for such representation without undue delay, and without any further discussion of the matter with the employee concerned. Any disciplinary letter sent to the An employee who is disciplined or dismissed shall receive a copy of any written disciplinary notice and shall include the reasons for the disciplinary action and shall remind the employee of their right to union representation. The Union will also be sent an electronic copy of the notice within one (1) working day of the notice being sent to the employee.

D.6256 When an Employee is disciplined or dismissed, the discipline or dismissal shall be confirmed in writing to the Employee with a copy to the Union stating the reasons for the discipline or dismissal within two (2) working days. When an Employee is disciplined, the discipline shall be confirmed in writing to the Employee with a copy to the Union stating the reasons for the discipline within two (2) working days.

D.3 When the employer requires an employee to attend a meeting as part of an investigation which is likely to lead to discipline or dismissal, or a meeting concerning discipline or dismissal, the employer will inform the employee of the employee's right to have a Union representative present. If the employee requests Union representation, the employer will arrange for such representation without undue delay, and without any further discussion of the matter with the employee concerned.

D.4 Nothing in this Article shall be construed to preclude the normal discussion between supervisors and employees concerning standards, expectations, or performance of work.

D.7 Notwithstanding the timelines set out above, where exceptional circumstances may require the immediate imposition of interim measures, the Employer undertakes to advise the Union as soon thereafter as possible, but in any case within two (2) working days.

D.6785 No disciplinary action will be based on anonymous or unattributed complaints or information, or on any information that has not been communicated in a timely fashion to the member.

D.9676 All disciplinary meetings, interviews, and investigations shall be treated as confidential. Should the results of an investigation find the allegations against the Employee are unsubstantiated, all records of such investigation shall be removed from the Employee's file. If there is no resulting discipline or dismissal, all records of the matter shall be removed from the employee's personnel file. If there is no resulting discipline or dismissal, all records of the matter shall be removed from the employee's personnel file.

D.787

D.10 Any material related to discipline will be removed from a member's file one (1) year 18 months after the date of the disciplinary action or at the end of the term of the appointment (whichever comes first), provided the offense has not been repeated. Once removed, this material may not be relied upon by the Employer in any capacity.

Gail Lem
For PSAC

Date

Matthias Neufang
For the Employer

Date

CUPA Proposal

13 February 2015

Carleton Counter

23 March 2015

Carleton ~~Re Tables~~ pursuant to tabling a Full Pack

03 June 2015

CUPA Counter

03 June 2015

Carleton Counter

10 Sept 2015

CUPA Counter

22 Sept 2015

Carleton Counter

22 Sept 2015

CUPA Counter (~~e counter via Peter Simpson 12 November 2015~~)

24 November 2015

Carleton *pinks*

24 November 2015

Article P Privacy

ARTICLE 8 – Confidentiality & Access to Personnel Files

P.1 Personal Communications and Files

- a) 8.1 The parties agree that ~~employees of Carleton University and~~ Employees of Carleton University and members ~~members of the Union~~ have a ~~right to reasonable expectation of~~ reasonable expectation of privacy in their ~~personal~~ personal communications and files, whether on paper or in an electronic form.
- b) 8.2 When the Employer receives a request pursuant to the *Ontario Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c.F.31, which ~~may requires~~ an Employee to provide information, the ~~Employer will advise the Union and~~ Employee ~~shall be advised that they should contact the Union~~, ~~immediately and provide information regarding the substance of the request~~. In all cases the institution ~~will inform the member and the Union prior to accessing individual user accounts and/or workspaces~~. If ~~prior notice to the member proves impossible the institution shall immediately notify the Union and continue its efforts to notify the member~~. The parties agree that this Article is intended to be consistent with the University's Access to Information and Protection of Privacy Policy.

P.2 Surveillance 8.2 Surveillance 8.3 Surveillance

- a. ~~The Employer shall not be allowed to use surveillance devices to monitor the work of Employees.~~
- a) ~~The parties recognize that any type of surveillance represents an extraordinary infringement on the privacy rights of members, and has a chilling effect on free expression and the free exchange of ideas. The Employer bears a heavy onus to justify the use of surveillance of any kind.~~
- a. The Employer shall not ~~be allowed to~~ use surveillance devices to monitor the work of Employees.

- b) The parties recognize that the safety of employees, staff, students and the general public may require the violation of individual privacy through the installation of surveillance devices in public access areas of the campus such as parking lots and garages, walkways, building entrances, exits, and hallways. Any area subject to surveillance must be identified by a posted notice to that effect. Information obtained through surveillance devices will not be used against Employees at any time, unless such information constitutes evidence of criminal acts or breach of the Ontario *Occupational Health and Safety Act* R.S.O. 1990 c.O.1 (OHSA) as amended from time to time.
- b. Information obtained through surveillance devices will not be used against Employees at any time, unless such information constitutes evidence of criminal acts.
- e) Information obtained through surveillance devices will not be used against members at any time, unless such information constitutes evidence of criminal acts.

P.3 Medical Information 8.34 Medical Information

The Employer agrees that all medical information shall be treated as confidential.

- a) The Employer shall not request the details of an individual health condition beyond that needed to ensure proper administration of the Collective Agreement.
- b) When the Collective Agreement requires verification of a health condition, the Employer shall rely in the first instance on the opinion of the member's health professional as provided by the member.
- c) Should the Employer seek a second opinion under the terms of the Collective Agreement, the second health professional will have reasonable access to all relevant medical information, shall ensure that this information remains confidential, and shall restrict any subsequent report or opinion to the existence of a health condition. The Employer shall assume all costs associated with seeking a second opinion.
- d) The Employer agrees that all medical information shall be treated as confidential.

P.4 Personnel Files 8.35 Employee File

- a) A personnel file shall be maintained for each employee, which shall be separate from the employee's health or medical records, if any. All contents of an employee's personnel file shall be treated as confidential.
- b) An employee shall have the right to examine all of his/her personnel files during normal business hours, excluding any confidential letters of recommendation. At any time, however, members may request and shall obtain the names of the authors of all confidential letters or assessments held in their personnel files. No anonymous material shall be included in an employee's personnel file.

- 8.3 a) For each Employee, an ~~The official eEmployee fFile~~ will reside in the Office of the Faculty of Graduate and Postdoctoral Affairs. A supplementary file will be maintained in Human Resources to facilitate payroll processing. An employee shall have the right to examine the contents of the employee's personnel file(s), with reasonable notice, during normal business hours, with the exception of confidential material regarding references or labour relations matters.
- b) All contents of an Employee's Employee File shall be treated as confidential.
- c) An employee shall have the right to examine the contents of their ~~eEmployee's personnel fFile(s)~~ with reasonable notice during normal business hours ~~within two business days of a request~~, excluding any confidential letters of

~~recommendation, and any confidential material regarding labour relations matters and any confidential material regarding labour relations matters with the exception of confidential material regarding references or labour relations matters. At any time, Employees may request and shall obtain the names of the authors of all confidential letters or assessments held in their Employee Files.~~

- d) No anonymous material shall be included in an Employee's Employee File.

8.4 Computing Accounts

- a. Employee accounts may be accessed only with the authorization of the Chief Information Officer (CIO).
- b. The CIO shall authorize access to a Employee's accounts on the network without the Employee's permission only in the following circumstances:
 - i. when immediate action is necessary to protect the integrity of the computer network
 - ii. when subject to a search by law enforcement agencies acting under the order of a court of appropriate jurisdiction
- c. Where possible, the Employee will be notified prior to the Employee's accounts being accessed, and if prior notice proves impossible, then notice will be given within one (1) calendar day.
- d. Each time the CIO authorizes access to an Employee's accounts it shall be recorded in a log maintained for this purpose. The log shall record who accessed the Employee's accounts, when they were accessed and the purpose for the access. Employee have a right to view all log entries dealing with their Employee accounts.
- e. Upon request, the Employer will provide the Union with a report indicating which and when Employee account were access and the purpose for the access.

Gail Lem
For PSAC

Date

Matthias Neufang
For the Employer

Date

~~Carleton Proposal~~
~~13 February 2015~~
~~Union Counter~~
~~13 February 2015~~
~~Carleton Counter~~
~~28 April 2015~~
~~Union Counter~~
~~28 April 2015~~
~~Carleton Counter~~
~~29 April 2015~~
~~Union Counter~~
~~6 May 2015~~
~~Carleton Counter~~
~~03 June 2015~~
~~Carleton Re-Tables pursuant to tabling a Full Pack~~
~~10 Sept 2015~~
~~Union Counter~~
~~10 Sept 2015~~
Carleton Counter
22 Sept 2015
CUPA Pinned
22 Sept 2015

ARTICLE 9 – Grievance Procedure

9.1 Definition

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

Alternatively, a complaint may be reported and/or investigated under the applicable Carleton policy. An employee shall not be able to grieve and lay a complaint under both processes on the same issue.
Alternatively, a complaint may be reported and/or investigated under the applicable Carleton policy. An employee shall not be able to grieve and lay a complaint under both processes on the same issue.

The AssociationUnion has carriage of grievances filed by members or by the AssociationUnion. The Employer, via the Dean of the Faculty of Graduate and Postdoctoral Affairs (FGPA), has carriage of grievances filed by the Employer. In order to file a grievance, an eEmployee must have the approval of, and be represented by, the AssociationUnion.

9.2 AssociationUnion Representation

The Employer acknowledges the rights and duties of the AssociationUnion representatives to assist eEmployees in presenting their grievances in accordance with the procedure. The AssociationUnion must notify the Employer of the names of designated representatives annually.

A StewardUnion representative shall obtain the permission of their her/his supervisor before leaving their her/his work to investigate complaints or grievances of an urgent nature, or to meet with the Employer to deal with these matters. Such permission shall not be unreasonably withheld.

9.3 Complaint Stage

An eEmployee who feels aggrieved shall attempt to resolve the matter informally with their supervisor. An Employee Grievance (as defined in Article 9.4) shall not be considered at Step 1 (as defined in Article 9.5) or higher unless it includes evidence of an attempt to resolve the matter at the Complaint Stage. In cases of grievances involving alleged harassment, discrimination, or workplace violence, where such allegations are grieved rather than reported and/or investigated under Carleton's separate applicable Policies, the Complaint Stage will be optional.

9.4 Types of Grievance

Employee Grievances

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

Group Grievances

Any dispute affecting a group of eEmployees which is taken up on their behalf by the AssociationUnion constitutes a group grievance. A group grievance may be presented directly at Step 1 (as defined in Article 9.5) within twenty (20) working days of the date when the circumstances giving rise to the grievance could reasonably have become known by the employees.

AssociationUnion Grievances

A grievance arising directly between the AssociationUnion and the Employer, which could not form the subject of an individual or group grievance, may be presented as a AssociationUnion grievance directly at Step 3 (as defined in Article 9.7) within twenty (20) working days of the date when the circumstances giving rise to the grievance could reasonably have become known by the AssociationUnion.

Employer Grievances

A grievance arising directly between the Employer and the AssociationUnion may be presented as an Employer grievance directly at Step 3 (as defined in Article 9.7) to the AssociationUnion within twenty (20) working days of the date when the circumstances giving rise to the grievance could reasonably have become known by the UniversityEmployer.

The Employer acknowledges the right of a representative of the AssociationUnion to be present at all complaint and grievance meetings.

9.5 STEP 1

An eEmployee and AssociationUnion representative may present a grievance in writing to the Supervisor or department corresponding unit head or their designate within twenty (20) working days of the date when the circumstances giving rise to the grievance could reasonably have become known to the eEmployee. The Supervisor or department corresponding unit head or their designate shall sign and date the form, and shall return a copy to the griever. A copy shall be forwarded to the Assistant Director, Human Resources Advisory Services (Academic).

The Employer shall respond to the grievance within ten (10) working days of its receipt or ten (10) working days following a meeting held to review the written grievance.

9.6 STEP 2

If the eEmployee or eEmployees are not satisfied with the response at Step 1, they and the AssociationUnion representative may, not later than ten (10) working days after receipt of the decision,

or if no decision was received, not later than ten (10) working days after the last day on which they were entitled to receive a decision, transmit the grievance, along with the Step 1 decision, if any, to the Dean of FGPA or their designate, with a copy to the Assistant Director, Human Resources Advisory Services (Academic).

The Employer shall respond to the grievance within ten (10) working days of its receipt or ten (10) working days following a meeting held to review the written grievance.

9.7 STEP 3

If the grievor (eEmployee, eEmployees, AssociationUnion or eEmployer) is not satisfied with the response at Step 2, the grievor not later than ten (10) working days after receipt of the decision, or if no decision was received, not later than ten (10) working days after the last day on which they were entitled to receive a decision, may transmit the grievance, along with the Step 1 and Step 2 decisions, if any, to the: ~~the next meeting of the JCAA, with a copy to the~~ (i) Director, Labour Relations (Human Resources), and (ii) Provost and Vice-President (Academic) or their designate. ~~If a meeting is not scheduled, a special meeting of the JCAA must be scheduled within twenty (20) working days of the referral to JCAA. Failure to call a meeting will render the grievance abandoned. If the grievance is not resolved at JCAA, the grievor may refer the grievance to arbitration, within fifteen (15) working days of the JCAA meeting. Failure to respect this time limit will render the grievance abandoned.~~ The Employer shall respond to the grievance within ten (10) working days of its receipt or ten (10) working days following a meeting held to review the written grievance.

If the grievance is not resolved at Step 3, the grievor may, not later than fifteen (15) working days after the last day on which they were entitled to receive a decision, refer the grievance to arbitration. Failure to respect this time limit will render the grievance abandoned.

The grievance procedure is considered to be exhausted after the last day on which ~~they~~ the grieving parties were entitled to receive a decision. If the grievance is not resolved at Step 3, the grieving party may refer the grievance to arbitration as per Article 10 *Arbitration*.

9.8 TIME LIMITS

The time limits stipulated in the procedure will be strictly adhered to by both parties. Failure to respect these time limits will render the grievance abandoned. These time limits may be extended only by the express written agreement between the Employer representative, and the AssociationUnion representative. If the responding party consents, for exceptional circumstances, a grievance may be presented directly at Step 3. Notwithstanding the above, grievances will not be dismissed due to technological or clerical error outside the control of the grievor.

- 9.9 No grievance shall be deemed to be lost due to minor technical irregularities. No grievance shall be deemed to be lost due to minor technical irregularities.

9.109 BINDING DECISIONS

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

After a grievance has been filed, no negotiation of the issues raised in this grievance shall take place outside of the Grievance Procedure.

9.11 ALTERNATIVE COMPLAINT REDRESS MECHANISMS

A complaint may be initially reported and/or investigated under the applicable Carleton policy. Where such a complaint and/or investigation is pursued, an employee may not file a simultaneous grievance on the same issue in accordance with this article unless or until the complaint and/or investigation process is complete or otherwise terminated. Upon completion of that process, the timelines set out in Article 9.5 commence.

Gail Lem
For PSAC

Date

Matthias Neufang
For the Employer

Date

Carleton Proposal
1213 February 2015
CUPA orally accepts / agrees to Pink
13 February 2015
Carleton Pinks
23 March 2015

ARTICLE 10 – Arbitration

- 10.1 Either of the parties may, within fifteen (15) working days after the grievance procedures under Article 9 has been exhausted, notify the other party in writing of its desire to submit the grievance to arbitration.
- 10.2. The matter will be referred to a single Arbitrator, mutually agreed to by both parties. The Arbitrator shall hear and determine the grievance and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it.
- 10.3. The arbitrator shall have no authority to add to, subtract from, change, alter or ignore in any way the provisions of this agreement or any expressly written amendment or supplement thereto or to extend its duration, or to make an award which has such effect unless the parties have expressly agreed, in writing, to give it specific authority to do so.
- 10.4. Each party shall bear the expenses of its representatives, participants and witnesses and of the preparation and presentation of its own case. The fees and expenses of the Arbitrator, the hearing room and any other expenses incidental to the arbitration hearing shall be borne equally by the parties. The parties agree to use University facilities whenever possible.

Robert Ramsay
For the Union

Date

Matthias Neufang
For the Employer

Date

Carleton Proposal
23 March 2015
CUPA Counter
06 May 2015
Carleton Counter
03 June 2015
Carleton Re Tables pursuant to tabling a Full Pack
10 Sept 2015
Union Counter
10 September 2015
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21 September 2015
CUPA Counter
22 Sept 2015
Carleton Counter
22 Sept 2015
CUPA Pinks
22 Sept 2015

ARTICLE AP – Appointment Processes

- AP.1 Postdoctoral Fellowships occur via a number of appropriate avenues, pursuant to funding arrangements between a Supervisor at Carleton University, a Postdoctoral Fellow and possibly third party funders. The creation of these positions depends entirely upon the viability of the funding sources. The University is not liable for the continuation of any Postdoctoral Fellowship in the event that funding arrangements are not authorised or do not continue. Neither the extension nor termination of a Postdoctoral Fellowship based solely on the availability of funds can be grieved.
- AP.1 The parties acknowledge that Postdoctoral Fellow candidates come to the attention of potential employment supervisors through a number of appropriate avenues, including direct communication with a candidate(s) and/or with colleagues.
- AP.2 Except in the above circumstances, the Employer agrees that Postdoctoral Fellowship positions shall be posted for a period of not less than ten (10) days, and no offer of employment shall be made until the posting has closed. Except in the above circumstances, the Employer agrees that Postdoctoral Fellowship positions shall may shall be posted for a period of not less than ten (10) days, and no offer of employment shall be made until the posting has closed.
- AP.3 A posting will identify, at a minimum, the following: job title, description of the area or topic of research, required teaching if any, remuneration, supervisor and academic unit, Union local and bargaining unit, date of posting and application deadline, start date and duration of the appointment, required qualifications, restrictions (if applicable), the application procedure, required documentation (e.g., C.V., references, publications, etc.), and an employment equity statement. Such positions will be posted on the FGPA Carleton University website. A posting will identify, at a minimum, the following: job title, description of the area or topic of research, required teaching if any, remuneration, supervisor and academic unit, Union local and bargaining unit, date of posting, remuneration salary range, supervisor and academic unit, bargaining unit, date of posting, and application deadline, start date and duration of the appointment, required qualifications, restrictions (if applicable), the application procedure, required documentation (e.g. *Curriculum Vitae* (C.V.), references, publications, etc.), and an employment equity statement. Such positions will be posted on the FGPA FGPA and any other relevant Carleton University website.

- ~~AP.2 The appointment of a Postdoctoral Fellow is determined solely through the Office of the Faculty of Graduate and Postdoctoral Affairs (FGPA) and is reviewed and authorised by the Dean of FGPA. The Dean of FGPA has sole authority to determine and authorise the viability of a Postdoctoral Fellowship. It is intended that a Postdoctoral Fellowship comprises a limited term appointment with a specified start date and end date.~~
- ~~AP.3 Postdoctoral Fellows can be offered only to persons who are within five (5) years of the completion of their doctoral studies at the time of their first appointment at Carleton University. It is understood that time spent away from academic endeavours, prior to their Carleton University appointment, because the Postdoctoral Fellow took equivalent time away for the reasons outlined in any of the formal leaves recognized by relevant Federal or Provincial legislation (including, but not limited to, maternity, parental, sick, compassionate leaves) will not be included in the calculation of the five (5) years.~~
- ~~AP.4 The maximum length of a term appointment for a Postdoctoral Fellow hired under this collective agreement will be five (5) years. It is understood that should a Postdoctoral Fellow, during the course of their employment at Carleton University, take any of the formal leaves recognized by relevant Federal or Provincial legislation (including, but not limited to, maternity, parental, sick, compassionate leaves), time on such leave will not be included in the calculation of the five (5) years.~~
- ~~AP.5 In certain circumstances, subject to funding and joint research activities, a Postdoctoral Fellowship may be split between individuals, one or more of whom may not necessarily be employed by Carleton University. In these cases the terms and conditions of employment of the Postdoctoral Fellow employed at Carleton University will be pro rated accordingly.~~
- ~~AP.46 All A Postdoctoral Fellows within this bargaining unit shall who is eligible for appointment, and by virtue of the provisions of the scope article (Article 3) of this collective agreement is included in this bargaining unit, will receive a letter of appointment from the Employer Dean of FGPA Dean of FGPA, which shall include, at a minimum, the following information: job title, description of the area or topic of research, required teaching if any, confirmation that the appropriate statutory deductions will be deducted at source, remuneration, supervisor and academic unit or department, start date and duration of the appointment, confirmation that this position falls within the CUPA bargaining unit, and a link to the Collective Agreement summarising the duration and terms and conditions of employment. This letter will identify that this position falls within the CUPA bargaining unit, and it will notify the employee that the appropriate statutory deductions will be deducted at source. A CUPA welcome letter will be included with the letter of appointment, a copy of which will be provided to the Employer by the Union. A CUPA welcome letter will be included with the letter of appointment, a copy of which will be provided to the Employer by the Union. A CUPA welcome letter (per Appendix A) will be included with the letter of appointment, a copy of which will be provided to the Employer by the Union. This appointment is confirmed once the Postdoctoral Fellow signs a copy of this the letter of appointment signalling acceptance of these terms and conditions of employment. The Union shall be copied on all signed letters of appointment within ten business days.~~
- ~~AP.57 Subject to the terms of Article AP.4 and changes in funding arrangements, a A Postdoctoral Fellowship appointment at Carleton University within this bargaining unit may be renewed or extended subject to the availability of funding and the supervisor's research agenda.~~
- ~~AP.6 The parties acknowledge that initial appointments shall normally be for periods of twelve (12) months or greater. However, there are specific instances when short term appointments for less than 12 months can be appropriate. In such cases, the Employer acknowledges that it is inappropriate to use a series of appointments that are for less than 12 months for the purpose of intentionally avoiding the recruitment of a single candidate for a period of 12 months or more. Appointments are normally for periods of twelve (12) months or greater. The parties acknowledge that there may be specific circumstances when short-term appointments of less than 12 months may be appropriate. However the Employer shall not use a series of appointments to avoid the hiring of a single Employee for a period of 12 months or more. However the Employer shall not use a series of short-term appointments to avoid the hiring of a single Employee for a period of twelve (12) months or more.~~

~~AP.8 Where funding arrangements change or are adjusted, a revised letter of appointment will be issued by the Dean of FGPA.~~

~~AP.78 Where funding arrangements change or are adjusted increased, a revised letter of appointment will be issued by the Dean of FGPA.~~

Gail Lem
For PSAC

Date

Matthias Neufang
For the Employer

Date

Carleton Proposal
23 March 2015
Union Counter
24 March 2015
Carleton Counter
28 April 2015
Carleton ~~Re tables~~ pursuant to at the table discussion
29 April 2015
Union Counter
06 May 2015
Carleton Counter
06 May 2015
CUPA Counter
19 May 2015
Carleton Counter
03 June 2015
Carleton ~~Re Tables~~ pursuant to tabling a Full Pack
10 Sept 2015
CUPA Counter
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21 Sept 2015
Carleton *pinks*
21 Sept 2015

ARTICLE PE: Probationary Employees

- PE.1 An eEmployee shall be considered to be on probation for the first ~~four (4) three (3) full months~~ sixty six (66) days actually worked., ~~five employment. For contracts lasting less than twelve (12) months, the probationary period will be prorated to last no more than twenty five (25) percent of the length of the contract. There will be one probationary period per appointment with (a) particular Supervisor(s) at Carleton University. Should the appointment be extended or renewed with that particular supervisor(s), a subsequent probationary period will not be required.~~An Employee shall serve probation only once with the same Supervisor(s).
- PE.2 The probationary period is intended to be a period of time for the Supervisor(s) to adequately evaluate the eEmployee's skills and qualifications and to provide the eEmployee with feedback regarding their performance and suitability for the appointment. ~~PE.4 If, during the probationary period, a Supervisor feels~~ considers that an Employee's performance is unsatisfactory, ~~the feedback provided to the Employee will include such considerations the Supervisor will meet with the Employee and provide the Employee with an opportunity to improve their performance.~~ the Supervisor shall provide such feedback and give the Employee the opportunity to improve their performance.
- PE.3 The parties recognize that there may occasionally be circumstances in which the initial probationary period is not sufficient. In such circumstances, the Supervisor(s) may extend the probationary period by a further period, not to exceed twenty (20) days actually worked. Reasons for such extension, must be provided to the Employee and the Union in writing no later than two (2) weeks prior to the end of the initial probationary period. ~~Reasons for such extension, must be provided to the Employee and the Union in writing no later than two (2) weeks prior to the end of the initial probationary period.~~ period not to exceed three (3) one (1) ~~three (3)~~ months sixty six (66) days.
- PE.4 ~~If, during the probationary period, a Supervisor feels that an Employee's performance is unsatisfactory, the Supervisor will meet with the Employee and provide the Employee with an opportunity to improve their~~

performance. In the event a Supervisor feels the performance of an employee is unsatisfactory, and that early dismissal of the employee may be necessary, the Supervisor will hold a meeting provide the employee with feedback to express their concerns about the Employee's performance and suitability for the appointment. In the event a Supervisor feels the performance of an employee is unsatisfactory, and that early dismissal of the employee may be necessary, the Supervisor will hold a meeting with the employee to outline the improvements required to avoid early dismissal. The list of required improvements must be provided to the Employee and the Union in writing within two (2) days of completion of the meeting. In the event a Supervisor feels the performance of an employee is unsatisfactory, and that early dismissal of the employee may be necessary, the Supervisor will hold a meeting with the employee to outline the improvements required to avoid early dismissal. The employee shall be given twenty four (24) hours' notice of such a meeting, and shall be informed of their right to union representation. A letter of improvement outlining the Supervisor's expectations will be provided within twenty four (24) hours of the meeting to the employee, with a copy to the union.

PE.5 An employee who receives a letter of improvement will have a one (1) month improvement period to meet the Supervisor's expectations before early dismissal may be considered. In a case where an employee receives a letter of improvement less than one (1) month before the end of the probationary period, it is understood that the probationary period will extend to the end of the improvement period. No employee will be dismissed before the end of the improvement period.

PE.5656

PE.454 In the event of a discharge a decision to dismiss a decision to dismiss the dismissal of a probationary eEmployee, the Employer will hold a meeting to advise the eEmployee. The eEmployee shall be given twenty-four (24) hours' notice of such meeting and shall be informed of their right to union representation. In such cases, the probationary eEmployee will not have recourse to the grievance or arbitration procedure unless the dismissal is exercised in a manner that is arbitrary, discriminatory or in bad faith.

PE.7576

PE.5 Reasons for the dismissal of a probationary eEmployee shall be in writing with a copy to the union, and the eEmployee shall be provided with two (2) weeks' notice or pay in lieu of notice. and the employee shall be provided with two (2) weeks' notice or pay in lieu of notice., and the employee shall be provided with two (2) weeks' notice or pay in lieu of notice in accordance with the Employment Standards Act 2000, S.O. 2000, c. 41.

Gail Lem
For PSAC

Date

Matthias Neufang
For the Employer

Date

CUPA Proposal
12 February 2015
Carleton Counter
23 March 2015
Carleton *pinks*
29 April 2015

Article X: Legal Liability

~~The Employer shall indemnify and save harmless all members of the bargaining unit from legal liability and all actions, causes of action, claims or demands whatsoever arising out of any occurrence occurring during the course of or performed pursuant to and within the scope of his/her employment, save and except in the case of gross negligence or willful misconduct.~~

- (a) The Employer shall provide insurance coverage in respect of the liability of employees acting within the normal scope of their employment, to the extent provided by the CURIE policies as they currently exist or as they may be amended or substituted from time to time.
- (b) A copy of the CURIE policies, as amended or substituted from time to time, shall be provided to the Union.
- (c) Timely notice will be given to the Employer of any action or claim of which the member has knowledge, or of any occurrence which the member reasonably ought to know may give rise to an action or claim.

Judith Brown
For the Union

Date

Matthias Neufang
For the Employer

Date

Union Proposal
13 February 2015

Carleton Counter
19 May 2015

Carleton Re Tables pursuant to tabling a Full Pack

03 June 2015

Union Counter
3 June 2015

Carleton Pinks
04 June 2015

Article C - Evaluation

- C.1 The parties agree that the purposes of evaluation are to assess the performance of employees; to assist employees in improving the quality of their research skills; and to confirm, discuss, and comment on the scope of work and the research performed as documented by the employee and confirmed in writing by the ~~faculty~~ supervisor.
- C.2 An evaluation may be proposed by the employee or by the supervisor. Normally, there shall be one evaluation per year or per appointment if it is less than one year. ~~There shall be no more than one evaluation during the term of the appointment, or no more than one per year if the term of the appointment exceeds twelve (12) months. Normally an evaluation will be conducted at least once within the term of the fellowship. Further evaluations may be conducted at the request of either the supervisor or the employee.~~
- C.3 The results of an evaluation shall be shared with the employee, treated in a confidential manner and placed in the employee's official ~~personnel~~ Employee fFile.
- C.4 An employee shall be entitled to append ~~his or her~~ their comments to any written evaluation.
- C.5 At the request of either the Supervisor or an Employee nearing the conclusion of a postdoctoral appointment, an exit interview reviewing the period of employment ~~shall~~ may be conducted by the ~~employer~~ Supervisor.

Judith Brown
For the Union

Date

Matthias Neufang
For the Employer

Date

Carleton Proposal

24 March 2015

Carleton Re-Tables pursuant to tabling a Full Pack

03 June 2015

CUPA Counter

04 June 2015

Carleton Counter

10 Sept 2015

CUPA Counter

10 Sept 2015

Carleton Counter

21 Sept 2015

Carleton Pinks

22 Sept 2015

ARTICLE HW: HOURS OF WORK

HW1 The parties recognize that eEmployees are primarily involved in research and scholarly activity. As such, there must be some flexibility with respect to the hours of work required to allow for the specific needs of that research and scholarly activity. The parties recognize that this arrangement is mutually beneficial for both employees and supervisors.

Workweek Averaging and Overtime

HW2 The normal weekly hours of work are ~~44 35 40 37.5~~ 40-37.5 hours per week.

HW3 The normal weekly hours of work referred to in HW2 above recognize that the needs of the eEmployee's research and the needs of the sSupervisor's research program may require flexibility in the performance of hours of work.

HW4 Where Postdoctoral Fellows Employees hold part time appointments their hours of work shall be pro-rated.

HW5 Employees shall not work more than 50 hours in any one work week, except in exceptional circumstances and as mutually agreed by the eEmployee and sSupervisor.

HW6 When a Supervisor has given prior approval for any hours worked in excess of ~~152~~ 150 hours in two consecutive pay periods ~~a pay period~~ and up to 176~~3~~ hours, the Employee shall be paid at straight time rates.

HW6~~7~~ No eEmployee shall work more than ~~190 173~~-176 hours in two consecutive pay periods ~~any one month~~ without advance written approval from their sSupervisor.

HW7~~8~~ An eEmployee who works in excess of ~~190~~~~173~~-176 hours in two consecutive pay periods ~~any one month~~ and has complied with HW6 above shall be entitled to overtime pay at the rate of one and one-half (1.5) times their regular hourly rate of pay for each such additional hour worked.

HW8~~9~~ An eEmployee may request compensatory time off at the applicable overtime rate, rather than a cash payment, and such requests shall not be unreasonably denied. Compensatory time off shall be taken at a time mutually agreeable to the eEmployee and their sSupervisor.

HW10 If a Faculty Supervisor ~~and~~ requests or approves in writing that an Employee ~~agree that the Employee will~~ attend a conference, seminar or workshop, time spent traveling to and from such events and time spent attending such events shall be deemed to be part of the Employee's normal hours of work and shall not result in overtime compensation.

Gail Lem
For PSAC

Date

Matthias Neufang
For the Employer

Date

CUPA Proposal

28 April 2015

Carleton Counter

03 June 2015;

Carleton ~~Re-tables~~ as part of a full pack and notes the addition of W.04 here

10 Sept 2015

Union Counter

10 September 2015

Carleton Counter

22 September 2015

CUPA Counter

22 September 2015

Carleton Counter

11 February 2015

Article W: Working Conditions and Access to Resources

W.01 General

The employer shall provide each member with the resources necessary for the performance of their assigned duties, on a fair and equitable basis.

~~The parties acknowledge that resources not specifically referred to in this Agreement may be required for the performance of assigned duties.~~ The parties acknowledge that resources not specifically referred to in this Agreement may be required for the performance of assigned duties.

~~There shall be no changes made to existing practices as they relate to working conditions of members without the prior agreement of the union.~~ There shall be no changes made to existing practices as they relate to working conditions of members without the prior agreement of the union. **No entitlement currently extended to an Employee shall be withdrawn as a result of this collective agreement coming into effect.**

W.02 Campus card

Members will be entitled to receive a Campus Card.

W.03 Athletic Facility

~~Members shall have free access to the facilities of Carleton University's Athletic and Physical Recreation Centre.~~

W.03 Athletic Facility

~~Members shall have free access to the facilities of Carleton University's Athletic and Physical Recreation Centre at the applicable Postdoctoral rate as amended from time to time by the Centre.~~ Employees shall have **free** access to the facilities of Carleton University's Athletic and Physical Recreation Centre **at the applicable Postdoctoral rate as amended from time to time by the Centre.**

W.04 Courses

~~Members may audit any undergraduate or graduate course with the permission of their supervisor as well as the course instructor. Members may register, at no charge, as a special student in order to take a course for credit.~~

W.04 Courses

~~Members may audit any undergraduate or graduate course with the permission of their supervisor as well as the course instructor. Members may register, at no charge, as a special student in order to take a course for credit. With the permission of the Supervisor, Employees may register in undergraduate or graduate courses for credit or audit, after being granted special student status, and obtaining other permissions as required.~~

W.035 Access to Services

~~Members will have be entitled to access to the all-on-campus health and counselling services for walk-in/urgent care reasons, and to, safety, counselling, and cultural services on the same basis as students, including but not limited to: Health and counseling services, Sexual assault support services, Co-op and career services, support services provided to all employees via the Equity Office (e.g. Sexual assault services) and the Education Development Centre.. Services, the Center for Aboriginal Culture and Education, GradNavigate, and myCareer.~~

W.046 Library

~~Members will be entitled to full library privileges, once they receive their Campus Card.~~

W.057 Email and wireless network

~~Members shall be provided with a Carleton email account, free and relevant access to the campus wireless network and free access to the EduRoam network. and free access to the EduRoam network~~

W.08 Office equipment and supplies

~~Members shall have reasonable access to University mail services, printing, photocopying and computer labs, as necessary for the performance of their duties.~~

W.08 Office equipment and supplies

~~Members shall have reasonable access to University mail services, printing, photocopying and computer labs, as necessary for the performance of their duties.~~

W.09 Space

~~The employer will ensure that each member is provided a safe and clean physical environment that is adequate and sufficient for the member to achieve their research goals.~~

W.09 Space

~~The employer will ensure that each member is provided a safe and clean physical environment that is adequate and sufficient for the member to achieve their research goals.~~

W.10 Parking

~~Members shall have the option of registering with Parking Services as either a causal staff member or as a student. Members shall have the option of registering with Parking Services as either a causal staff member or as a student.~~

W.11 Research related expenses

~~The Employer recognizes that unanticipated expenses may arise in the course of conducting research. Reimbursement of any other employment related expenses incurred and not specified in this Agreement shall be in accordance with University policies and regulations and subject to approval of the Supervisor.~~

W.11 Research related expenses

~~The Employer recognizes that unanticipated unanticipated expenses, some unanticipated, may arise in the course of conducting research. Reimbursement of any other any other employment-related~~

expenses incurred and not specified in this Agreement shall be in accordance with University policies and regulations. ~~Where possible, and subject to prior approval of the Supervisor's prior approval shall be sought.~~ and subject to prior approval of the Supervisor.

Union Proposal

04 June 2015

Carleton Counter

10 Sept 2015

Union Counter

10 Sept 2015

Carleton Counter

21 Sept 2015

CUPA *pinks* (*e-Pink* via Peter Simpson 12 November 2015)

24 November 2015

Article PD – Professional Development

PD 1. Employment-related training as approved in writing by the Employee's Supervisor ~~of all types~~ is part of normal work hours.

~~PD 2. Orientation Training shall be held once per year. The Faculty of Postgraduate Affairs shall organize this event. The Union will be invited to send a representative to attend and speak.~~

PD 2. The Faculty of Graduate and Postdoctoral Affairs shall provide an orientation session for Employees once per year. The Union shall be invited to such event and a representative of the Union shall be allotted time to speak.

~~PD 3. Mandatory Compliance training for Health and Safety purposes has been covered in the Health & Safety article. For this type of training there is an expectation of advance notice.~~

~~PD 4. Scholarship development through participation in courses has been covered in Working Conditions in the section on Courses.~~

~~PD 5. Professional development training has been covered in Working Conditions in the section Access to Services and includes support services, teacher training, and career development.~~

~~PD 6. Teacher training shall be made available to Employees through the Educational Development Centre and also the pedagogical training for TAs.~~

PD 7. Media training ~~shall be~~ as provided from time to time by ~~made available to Employees through~~ the Department of University Communications ~~from time to time~~ shall be available to Employees at no charge.

PD 8. Work-related training is available through many channels. If Where the Supervisor(s) requires in writing an Employee to attend a course and/or training as part of their employment, then the ~~Supervisor Employer~~ Supervisor Employee shall ~~not~~ be responsible for the fees associated with ~~cost of~~ the course and/or training.

Gail Lem
For PSAC

Date

Matthias Neufang
For the Employer

Date

Union Proposal
23 March 2015
Carleton Counter
19 May 2015
Carleton Re Tables pursuant to tabling a Full Pack
03 June 2015
Carleton Re Tables pursuant to tabling a Full Pack
10 Sept 2015
Union Counter
21 Sept 2015
Carleton Counter
22 Sept 2015 [in chart form see following page]
CUPA Counter (e-counter via Peter Simpson 12 November 2015)
24 November 2015
Carleton Counter
24 November 2015
CUPA Counter
24 November 2015, 5.00 p.m.
Carleton Counter
24 November 2015, 9.00 p.m.
CUPA e-Counter
25 November 2015, 1.00 a.m.
Carleton Counter
11 February 2016

ARTICLE L: Leaves

- L.01 Employees shall be eligible for leaves in accordance with the *Employment Standards Act 2000*, S.O. 2000, c.41 (ESA) in addition to the leave provisions of this article.
- L.01 Sick Leave
~~The Employer will grant sick leave to members who are absent from work for medical reasons without loss of salary or benefits for up to ten (10) days per calendar year.~~
- L.01 Sick Leave
~~Employees are entitled to ten (10) working days of sick leave with pay per calendar year.~~
- L.042 Sick Leave
~~Employees are entitled to ten (10) working days of sick leave with pay per calendar year. Employees are entitled to eight (8) four (4) six (6) four (4) six (6) working days of sick leave with pay per calendar year. In cases where employees of the bargaining unit are legitimately absent from their duties because of illness, they shall be entitled to full salary for a period of three (3) working days per calendar year. Employees shall notify their Supervisor of their absence and its estimated duration. The Employer may request a medical certificate indicating that the employee is unable to fulfil their duties, in all cases of for absences in excess of two (2) or greater than three (3) consecutive working days. Employees shall notify their Supervisor of their absence and its estimated duration. The Employer shall pay the cost of obtaining this certificate. The Employer shall pay the cost of obtaining this certificate.~~
- L.02 Family Emergency Leave

~~Members who experience emergencies in their personal or family lives other than the severe illness or death of a family member may take up to three (3) days of family emergency leave per calendar year, with full pay and benefits.~~

L.02 Family Emergency Leave

~~Employees who experience emergencies in their personal or family (as defined in Article 2.17) lives other than the severe illness or death of a family member shall be entitled to three (3) working days of family emergency leave with pay per calendar year.~~

L.02 Family Emergency Leave

~~Employees who experience emergencies in their personal or family (as defined in Article 2.17) lives other than the severe illness or death of a family member shall be entitled to three (3) working days of family emergency leave with pay per calendar year.~~

L.03 Compassionate Care Leave

~~Members who experience the severe illness or imminent death of a family member or close friend may take up to five (5) days of compassionate care leave per calendar year, with full pay and benefits.~~

L.03 Compassionate Care Leave

~~Employees who experience the severe illness or imminent death of a family member as defined in Article 2.17 shall be entitled to five (5) working days of compassionate care leave with pay per calendar year.~~

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~~Employees who experience the severe illness or imminent death of a family member as defined in Article 2.17 shall be entitled to five (5) working days of compassionate care leave with pay per calendar year.~~

L.03 Compassionate Care Leave

~~Employees who experience the severe illness or imminent death of a family member as defined in Article 2.17 shall be entitled to five (5) working days of compassionate care leave with pay per calendar year.~~

L.04 Bereavement Leave

~~Members who experience the death of a family member or close friend may take up to five (5) days of bereavement leave per calendar year, with full pay and benefits.~~

L.04 Bereavement Leave

~~Employees who experience the death of a family member as defined in Article 2.17 shall be entitled to five (5) working days of bereavement leave with pay for the purposes of grieving and administering bereavement responsibilities.~~

L.04 Bereavement Leave

~~Employees who experience the death of a family member as defined in Article 2.17 shall be entitled to five (5) working days of bereavement leave with pay for the purposes of grieving and administering bereavement responsibilities.~~

L.04 Bereavement Leave

~~Employees who experience the death of a family member as defined in Article 2.17 shall be entitled to five (5) working days of bereavement leave with pay for the purposes of grieving and administering bereavement responsibilities.~~

L.04 Bereavement Leave

~~Employees who experience the death of a family member as defined in Article 2.17 shall be entitled to five (5) working days of bereavement leave with pay for the purposes of grieving and administering bereavement responsibilities.~~

Personal Emergency Leave

L.03 Employees are entitled to a leave of absence without pay because of any of the following:

1. A personal illness, injury or medical emergency.
2. The death, illness, injury, medical emergency or an urgent matter concerning/with respect to the following individuals:
 - i. The employee's spouse.
 - ii. A parent, step-parent or foster parent of the employee or the employee's spouse.
 - iii. A child, step-child or foster child of the employee or the employee's spouse.
 - iv. A grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse.
 - v. The spouse of a child of the employee.
 - vi. The employee's brother or sister.
 - vii. A relative of the employee who is dependent on the employee for care or assistance.

- (a) An employee who wishes to take leave under this section shall advise their Supervisor that they will be doing so.
- (b) If the employee must begin the leave before advising the Supervisor, the employee shall advise the Supervisor of the leave as soon as possible after beginning it.
- (c) An employee is entitled to take a total of 10 days' leave under this section in each calendar year.
- (d) If an employee takes any part of a day as leave under this section, the Supervisor may deem the employee to have taken one day's leave on that day for the purposes of L.03 (c).
- (e) Employees who take leave under this section may be required to provide evidence reasonable in the circumstances to show the employee is entitled to the leave.

L.05 Court Leave

~~Members required to serve on jury duty and/or appear as a summonsed witness shall not lose any pay as a result of carrying out these duties. The Employer agrees to reimburse the member for the difference between any specified pay and the member's normal salary, if applicable.~~

L.05 Court Leave

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

L.054 Court Jury Leave

~~Paid leave shall be granted to any Employee required to be a witness or juror by any body in Canada with the powers of subpoena. The Employee shall notify her/his Supervisor immediately upon her/his notification that he/she will be required to attend court and present proof of service requiring her/his attendance.~~ Employees summoned for jury service shall be entitled to a leave of absence without pay, sufficient for the purpose of the discharge of the Employee's duties, and, upon the Employee's return, the Employer shall reinstate the Employee to their position, or provide the Employee with alternative work of a comparable nature at not less than their wages at the time the leave of absence began and without loss of benefits accrued to the commencement of the leave of absence.

L.06 Career Development Leave

~~Members may take up to five (5) days of career development leave with full pay and benefits for the purpose of career development, including but not limited to the presentation of research findings, attendance at job interviews, attendance at job fairs and networking events, and participation in professional development courses.~~

L.06 Career Development Leave

~~Employees are entitled to five (5) working days of career development leave with pay for the purpose of career development, including but not limited to the presentation of research findings, attendance at job interviews, attendance at job fairs and networking events, and participation in professional development courses.~~

L.06 Career Development Leave

~~Employees are entitled to five (5) working days of career development leave with pay for the purpose of career development, including but not limited to the presentation of research findings, attendance at job interviews, attendance at job fairs and networking events, and participation in professional development courses.~~

L.07 Union Leave

~~The Employer will grant leave with full pay and benefits to members absent from work for the conduct of official Union business, including but not limited to representing the Union or another member in the grievance and arbitration process, attending a Joint Committee meeting, and participation in Union training. Such leave will normally not exceed ten (10) days total per year. Members of the Union's bargaining team will have as much leave from assigned duties as may be necessary to attend negotiation sessions for the conclusion of a Collective Agreement.~~

L.07 Union Leave

~~The Employer shall grant leave with pay to Employees absent from work for the conduct of official Union business, including but not limited to representing the Union or another member in the grievance and arbitration process, attending a Joint Committee meeting, and participation in Union training. Such leave shall normally not exceed ten (10) working days per year. Employees on the Union's bargaining team will have as much leave from assigned duties as necessary shall be granted leave with pay for two (2) preparatory sessions with the Union and leave with pay to attend negotiation sessions for the conclusion of a Collective Agreement.~~

L.07 Union Leave

~~The Employer shall grant leave with pay to Employees absent from work for the conduct of official Union business, including but not limited to representing the Union or another member in the grievance and arbitration process, attending a Joint Committee meeting, and participation in Union training. Such leave shall normally not exceed ten (10) working days per year. Employees on the Union's bargaining team will have as much leave from assigned duties as necessary shall be granted leave with pay for two (2) preparatory sessions with the Union and leave with pay to attend negotiation sessions for the conclusion of a Collective Agreement.~~

L.07 Union Leave

~~The Employer shall grant leave with pay to Employees absent from work for the conduct of official Union business, including but not limited to representing the Union or another member in the grievance and arbitration process, attending a Joint Committee meeting, and participation in Union training. Such leave shall normally not exceed ten (10) working days per year. Employees on the Union's bargaining team will have as much leave from assigned duties as necessary shall be granted leave with pay for two (2) preparatory sessions with the Union and leave with pay to attend negotiation sessions for the conclusion of a Collective Agreement.~~

L.047 Union Leave

~~The Employer shall grant leave with pay to Employees absent from work for the conduct of official Union business, including but not limited to such as representing the Union or another member in the grievance and arbitration process, or attending a Joint Committee meeting, and participation in Union training. The Employer shall grant leave without pay to Employees for Union training and for collective bargaining. Such leave shall normally not exceed ten (10) working days per year. Employees on the Union's bargaining team shall be granted leave with pay for two (2) preparatory sessions with the Union and leave with pay to attend negotiation sessions for the conclusion of a Collective Agreement.~~

The Employer shall grant leave without pay to Employees for Union training or participation in an arbitration or the collective bargaining process. Employees participating during normal work hours in a grievance meeting, Occupational Health and Safety meeting, a Joint Committee meeting with the Employer, or any other meeting called by the Employer, shall not be considered to be on leave.

L.08 Family Medical Leave

~~For the purposes of Family Medical Leave, family shall be defined as per the Employment Standards Act of Ontario. An Employee shall be granted leave without pay for the care and support of family in accordance with the following conditions:~~

- (a) ~~An Employee shall notify the Employer in writing of the date such leave is to commence, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;~~
- (b) ~~An Employee shall provide the Employer with a copy of a medical certificate issued by a qualified health practitioner as proof that the ill family member has a serious medical illness with a significant risk of death occurring within twenty six (26) weeks.~~
- (c) ~~Leave granted for Family Medical Leave shall be for a minimum period of one (1) week and for a maximum of eight (8) weeks. Leave shall be taken in periods of whole weeks.~~
- (d) ~~Service shall continue to accrue during periods of Family Medical Leave.~~
- (e) ~~Family Medical Leave entitlements are separate from an Employee's right to payment of Compassionate Care benefits under the federal Employment Insurance Act.~~

L.08 Family Medical Leave

~~For the purposes of Family Medical Leave, family shall be defined as per the Employment Standards Act of Ontario. An Employee shall be granted leave without pay for the care and support of family in accordance with the following conditions:~~

- (f) ~~An Employee shall notify the Employer in writing of the date such leave is to commence, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;~~
- (g) ~~An Employee shall provide the Employer with a copy of a medical certificate issued by a qualified health practitioner as proof that the ill family member has a serious medical illness with a significant risk of death occurring within twenty six (26) weeks.~~
- (h) ~~Leave granted for Family Medical Leave shall be for a minimum period of one (1) week and for a maximum of eight (8) weeks. Leave shall be taken in periods of whole weeks.~~
- (i) ~~Service shall continue to accrue during periods of Family Medical Leave.~~
- (j) ~~Family Medical Leave entitlements are separate from an Employee's right to payment of Compassionate Care benefits under the federal Employment Insurance Act.~~

L.05 Family Medical Leave

- (a) An Employee is entitled to a leave of absence without pay of up to eight (8) weeks to provide care or support to:
 - i. The Employee's spouse.
 - ii. A parent, step-parent or foster parent of the Employee.
 - iii. A child, step-child or foster child of the Employee or the Employee's spouse.

iv. Any individual prescribed as a family member in accordance with Article 49 of the *Employment Standards Act, 2000*, S.O. 2000, c.41.
provided a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of 26 weeks or such shorter period as may be prescribed;

- (b) The Employee may begin a leave under this section no earlier than the first day of the week in which the period referred to in Article L.05(a) begins.
- (c) The Employee may not remain on a leave under this section after the earlier of the following dates:
 - i. The last day of the week in which the individual described in L.05(a) dies.
 - ii. The last day of the week in which the period referred to in L.05(a) ends.
- (d) If two or more Employees take leave under this section in respect of a particular individual, the total of the leaves taken by all the Employees shall not exceed eight (8) weeks during the period referred to in Article L.05(a) that applies to the first certificate issued for the purpose of this section.
- (e) An Employee may take a leave under this section only in periods of entire weeks.
- (f) An Employee who wishes to take leave under this section shall advise their Supervisor in writing that they will be doing so.
- (g) If the Employee must begin the leave before advising the Supervisor, the Employee shall advise the Supervisor of the leave in writing as soon as possible after beginning it.
- (h) If requested by the Supervisor, the Employee shall provide a copy of the certificate referred to in Article L.05(a) as soon as possible.
- (i) If an Employee takes a leave under this section and the individual referred to in Article L.05(a) does not die within the period referred to in Article L.05(a), the employee may, in accordance with this section, take another leave and, for that purpose, the reference in Article L.05(d) to "the first certificate" shall be deemed to be a reference to the first certificate issued after the end of that period.
- (j) ~~Family Medical Leave entitlements are separate from an Employee's right to payment of Compassionate Care benefits under the federal Employment Insurance Act. **Family Medical Leave entitlements are separate from an Employee's right to payment of Compassionate Care benefits under the federal Employment Insurance Act.**~~

L.06289 Statutory Holidays Designated Paid Public Holidays

~~Employees shall not be required to work on any of the federal or provincial statutory holidays. Neither shall any employee be required to work on any day on which the University is closed in accordance with the schedule in the academic calendar. Employees shall not be required to work on any provincial statutory holidays. Neither shall any Employee be required to work on any day on which the University is closed in accordance with the schedule in the academic calendar.~~

~~Subject to the *Employment Standards Act 2000*, S.O. 2000, c.41, employees will be entitled to take the following Statutory holidays:~~

(a) In accordance with the *Employment Standards Act 2000*, S.O. 2000, c.41, employees will be are entitled to take the following paid Public Holidays:

(b) The following holidays shall be granted with pay:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

~~Should work be required during this time, employees will be entitled to overtime pay, pursuant to the ESA.~~

(b) When a holiday falls on a day the Employee is not scheduled to work, The Employer will set an alternate day (generally the next working day) for the observance of the holiday. When a holiday falls on a day the Employee is not scheduled to work, The Employer will set an alternate day (generally the next working day) for the observance of the holiday. If a public holiday falls on a day that would ordinarily be a working day for an Employee and the Employee is not on vacation that day, the Employer shall give the Employee the day off work and pay the public holiday pay for that day.

(c) The Employee has no entitlement under L.06(a) if they fail, without reasonable cause, to work all of their last regularly scheduled day of work before the public holiday or all of their first regularly scheduled day of work after the public holiday, unless the Employee is on leave with pay. This does not apply if an Employee and their Supervisor agree that the Employee will work on a public holiday that would ordinarily be a working day for that Employee.

(d) Employees required to work on a designated paid holiday will receive payment at time and one half for the actual hours worked, in addition to their regular pay for the day itself. An Employee has the option to receive payment for actual hours worked in the form of monetary compensation or of receiving equivalent time off at the applicable overtime rate, at a time mutually convenient to the Supervisor and the Employee. The Employee shall advise the Supervisor if he or she chooses this option which option will be chosen prior to the observed holiday. Employees required to work on a designated paid holiday will receive payment at time and one half for the actual hours worked, in addition to their regular pay for the day itself. An Employee has the option to receive payment for actual hours worked in the form of monetary compensation or of receiving equivalent time off at the applicable overtime rate, at a time mutually convenient to the Supervisor and the Employee. The Employee shall advise the Supervisor if he or she chooses this option which option will be chosen prior to the observed holiday. Should an Employee be required to work on a public holiday, tThe Employer shall pay to the Employee wages at

their regular rate for the hours worked on the public holiday and substitute another day that would ordinarily be a working day for the Employee to take off work and for which they shall be paid their regular pay for the day ~~public holiday pay as if the substitute day were a public holiday~~. Alternatively, if the Employee and the Employer agree, the Employer shall pay to the Employee ~~public holiday~~ the regular pay for the day ~~plus premium pay~~ at time and one half (1.5x) for each hour worked on that day.

- (e) ~~The Employer shall continue its past practice of granting leave with pay for all days that the University is closed between Boxing Day and January 2. The Employer shall continue its past practice of granting leave with pay for all days that the University is closed between Boxing Day and January 2. The Employer shall continue its past practice of granting leave with pay for all days that the University is closed between Boxing Day and January 2. Where possible the Employer shall attempt to provide additional time off during the Christmas/New Year period. The Employer shall continue its past practice of granting leave with pay for all days that the University is closed between Boxing Day and January 2. Where possible the Employer shall provide additional time off during the Christmas/New Year period.~~
- (f) ~~Employee shall not be required to work on any day on which the University is closed in accordance with the schedule in the academic calendar.~~

L.09 Religious Leave Religious Leave Religious Leave

An employee shall be entitled to observe holidays of the employee's religion other than those specified in L.08 above. Employees shall provide written notice to their supervisor at least ten (10) days in advance of the absence. An Employee shall be entitled to observe their spiritual and holy days which are different from those specified in L.09 above. The Employee may use vacation or banked overtime hours for this purpose, or shall reschedule their work in consultation with their Supervisor. An Employee shall be entitled to observe their spiritual and holy days which are different from those specified in L.09 above. The Employee may use vacation or banked overtime hours for this purpose, or shall reschedule their work in consultation with their Supervisor. An Employee shall be entitled to observe their spiritual and holy days which are different from those specified in L.09 above. The Employee may use vacation or banked overtime hours for this purpose, or shall reschedule their work in consultation with their Supervisor. **An Employee shall be entitled to observe their spiritual and holy days which are different from those specified in L.09 above. The Employee may use vacation or banked overtime hours for this purpose, or shall reschedule their work in consultation with their Supervisor, or take leave without pay.**

L.10 Reservist Leave

An employee shall be entitled to reservist leave without pay in accordance with the Employment Standards Act as amended from time to time.

L.0740111Reservist Leave

An Employee shall be entitled to reservist leave without pay in accordance with the *Employment Standards Act 2000*, S.O. 2000, c.41. *Employment Standards Act*, as amended from time to time.

L.08031112Vacation

Employees will have 15 days of paid vacation per year in the first two years of employment, and 20 days of paid vacation per year after the first two years of employment. This amount will be pro rated for contracts of less than one calendar year.

Employees shall receive a vacation entitlement as follows:

- (i) ~~For appointments of less than one calendar year, from the date of appointment: 4% of pay (included in the nominal salary), paid out in each bi-monthly pay. Employees are expected to take the pro-rated time off during the term of their appointment. Where possible this time should be scheduled in consecutive weeks. For initial appointments of less than one calendar year from the date of appointment: 4% of pay paid out in each bi-monthly pay and identified as such on the Employee's pay stub. For initial initial appointments of less than one calendar year from the date of appointment: 4% of pay (included in the nominal salary) paid out in each bi-monthly pay. and identified as such on the Employee's pay stub. and identified as such on the Employee's pay stub. Employees are expected to take the pro-rated time off during the term of their appointment. Where possible this time should be scheduled in consecutive weeks.~~
- (i) For appointments of twelve (12) months or longer: ~~ten (10) days of vacation per annum. Employees are expected to take this vacation prior to the completion of their term appointment. Employees are entitled to 15 days of paid vacation per year in each of the first four years of employment, and 20 days of paid vacation per year after the fourth year of employment. This amount will be pro rated for subsequent contracts of less than one calendar year. Employees are entitled to fifteen (15) days of paid vacation per year. Employees are expected to take this vacation prior to the completion of their term appointment. Where possible this time should be scheduled in consecutive weeks. in each of the first four years of employment, and 20 days of paid vacation per year after the fourth year of employment. This amount will be pro rated for subsequent contracts of less than one calendar year.~~
- (ii) This amount will be pro-rated for contracts of less than one calendar year.

L.12 Leaves of Absence

~~In addition to the leaves outlined in this Article, the Employer may grant leaves of absence with or without pay to Employees for legitimate personal reasons. Requests for such leaves shall not be unreasonably denied.~~

L.09412 Personal Leave:

~~As needed, and with the permission of the Supervisor, an employee is entitled to a maximum of three (3) paid personal days per calendar year. This leave may be used for short term sick leave, child care, or other personal needs. Unused personal leave shall not be carried forward into the next year. Employees are entitled to three (3) days personal leave with pay per calendar year. Unused personal leave shall not be carried forward into the next year. Employees are entitled to three (3) days personal leave with pay per calendar year with permission of the Supervisor, not unreasonably withheld. Unused personal leave shall not be carried forward into the next year.~~

Union Proposal
23 March 2015
Carleton Counter
19 May 2015
Carleton ~~Re Tables~~ pursuant to tabling a Full Pack
03 June 2015
Carleton ~~Re Tables~~ pursuant to tabling a Full Pack
10 Sept 2015
Union Counter
21 Sept 2015
Carleton Counter
22 September 2015
CUPA Counter (~~e counter via Peter Simpson 12 November 2015~~)
24 November 2015
Carleton Counter
24 November 2015
CUPA Counter
~~24 November 2015, 5.00 p.m.~~
Carleton Counter: ~~Re Table per previous language~~
~~24 November 2015, 9.00 p.m.~~
CUPA e Counter
~~25 November 2015, 1.00 a.m.~~
Carleton Counter
11 February 2016

ARTICLE PL: Pregnancy and Parental Leave

The Union maintains its position.

~~PL.01 Employees shall be eligible for pregnancy and/or parental leave in accordance with the Employment Standards Act 2000, S.O. 2000, c.41. Employees shall be eligible for pregnancy and/or parental leave in accordance with the Employment Standards Act 2000, S.O. 2000, c.41.~~

~~PL.02 In the case where an employee is eligible for pregnancy and/or parental leave per PL.01:~~

- ~~(a) The employer will pay the employee 95 percent of actual salary during each of the first two (2) weeks of the leave.~~
- ~~(b) For each of the next fifteen (15) weeks or until the end of the appointment (whichever comes first), the employer will pay the difference between Employment Insurance benefits and 95 percent of the actual salary which the employee was receiving on the last day worked prior to the commencement of the leave, provided that the employee applies for and receives Employment Insurance.~~

~~PL.01 Following thirteen (13) weeks of continuous service, an Employee shall be eligible for pregnancy and/or parental leave as defined in the Employment Standards Act. Following thirteen (13) weeks of continuous service, an Employee shall be eligible for pregnancy and/or parental leave as defined in the~~

~~Employment Standards Act. Following thirteen (13) weeks of continuous service, an Employee shall be eligible for pregnancy and/or parental leave as defined in the Employment Standards Act.~~

~~PL.02 The Employer shall continue to pay the cost of maintaining the Employee's membership in the benefit plans. The Employer shall continue to pay the cost of maintaining the Employee's membership in the benefit plans. The Employer shall continue to pay the cost of maintaining the Employee's membership in the benefit plans.~~

Pregnancy Leave Pregnancy Leave Pregnancy Leave

~~PL.03 An Employee who becomes pregnant shall, upon request, be granted pregnancy leave for a period of seventeen (17) weeks. Pregnancy leave may begin up to seventeen (17) weeks prior to the Employee's expected date of delivery. At its discretion, the Employer may require an Employee to submit a medical certificate certifying pregnancy. The Employer shall reimburse the cost of the medical certificate. An Employee shall inform her Supervisor in writing of her plans for taking leave at least four (4) weeks in advance of the initial date of pregnancy leave, or such lesser period where there is a valid reason why that notice cannot be given. An Employee who becomes pregnant shall, upon request, be granted pregnancy leave for a period of seventeen (17) weeks. Pregnancy leave may begin up to seventeen (17) weeks prior to the Employee's expected date of delivery. At its discretion, the Employer may require an Employee to submit a medical certificate certifying pregnancy. The Employer shall reimburse the cost of the medical certificate. An Employee shall inform her Supervisor in writing of her plans for taking leave at least four (4) weeks in advance of the initial date of pregnancy leave, or such lesser period where there is a valid reason why that notice cannot be given. An Employee who becomes pregnant shall, upon request, be granted pregnancy leave for a period of seventeen (17) weeks. Pregnancy leave may begin up to seventeen (17) weeks prior to the Employee's expected date of delivery. At its discretion, the Employer may require an Employee to submit a medical certificate certifying pregnancy. The Employer shall reimburse the cost of the medical certificate. An Employee shall inform her Supervisor in writing of her plans for taking leave at least four (4) weeks in advance of the initial date of pregnancy leave, or such lesser period where there is a valid reason why that notice cannot be given.~~

Supplementary Pregnancy Leave Benefits Supplementary Pregnancy Leave Benefits

~~PL.04 To qualify for Supplementary Pregnancy Leave Benefits, an Employee must have been employed continuously for at least one year. The Application for Supplementary Benefits will be made through Human Resources. The one (1) year period shall be calculated from the commencement of employment to the commencement of the Employee's pregnancy or parental leave. To qualify for Supplementary Pregnancy Leave Benefits, an Employee must have been employed continuously for at least one year. The Application for Supplementary Benefits will be made through Human Resources. The one (1) year period shall be calculated from the commencement of employment to the commencement of the Employee's pregnancy or parental leave. To qualify for Supplementary Pregnancy Leave Benefits, an Employee must have been employed continuously for at least one year. The Application for Supplementary Benefits will be made through Human Resources. The one (1) year period shall be calculated from the commencement of employment to the commencement of the Employee's pregnancy or parental leave.~~

PL.05 Supplementary Benefits shall be provided for up to seventeen (17) weeks, as outlined in PL.06 below. Supplementary Benefits shall be provided for up to seventeen (17) weeks, as outlined in PL.06 below. **Supplementary Benefits shall be provided for up to seventeen (17) weeks, as outlined in PL.06 below.**

PL.06 The Supplementary Benefits shall be in the amount of: The Supplementary Benefits shall be in the amount of: **The Supplementary Benefits shall be in the amount of:**

- (a) —
- (i) — For the first twelve (12) weeks (or less if the leave is of shorter duration) of maternity leave the Employee shall continue to receive her regular salary. The Employer shall maintain regular contributions to the benefit plans. For the first twelve (12) weeks (or less if the leave is of shorter duration) of maternity leave the Employee shall continue to receive her regular salary. The Employer shall maintain regular contributions to the benefit plans.
 - (ii) — For the last five (5) weeks (or less if the leave is of a duration shorter than seventeen (17) 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. For the last five (5) weeks (or less if the leave is of a duration shorter than seventeen (17) 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.
- (b) — As an alternative to paragraph (a) above, the Employee may elect benefits as follows: As an alternative to paragraph (a) above, the Employee may elect benefits as follows:
- (i) — (a) for the first two (2) weeks, the Employer will pay 95% of the Employee's regular salary; for the first two (2) weeks, the Employer will pay 95% of the Employee's regular salary; **for the first two (2) weeks, the Employer will pay 95% of the Employee's regular salary;**
 - (ii) — (b) for the next fifteen (15) weeks, the Employee will claim maternity benefits pursuant to the Employment Insurance Act and Regulations; for the next fifteen (15) weeks, the Employee will claim maternity benefits pursuant to the Employment Insurance Act and Regulations; **for the next fifteen (15) weeks, the Employee will claim maternity benefits pursuant to the Employment Insurance Act and Regulations;**
 - (iii) — (c) in addition, the Employer will pay the difference between the benefits set out in (ii) above and 95% of the Employee's regular salary; in addition, the Employer will pay the difference between the benefits set out in (ii) above and 95% of the Employee's regular salary; **in addition, the Employer will pay the difference between the benefits set out in (b) above and 95% of the Employee's regular salary;**
 - (iv) — (d) 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; 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; **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~~

- (v) (e) the combined weekly level of Unemployment Insurance Benefits, Supplemental Unemployment Benefits, and any other earnings will not exceed 95% of the Employee's regular weekly salary. ~~the combined weekly level of Unemployment Insurance Benefits, Supplemental Unemployment Benefits, and any other earnings will not exceed 95% of the Employee's regular weekly salary. the combined weekly level of Unemployment Insurance Benefits, Supplemental Unemployment Benefits, and any other earnings will not exceed 95% of the Employee's regular weekly salary.~~

Supplementary Benefit pursuant to paragraph (b) 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 paragraph (b)(ii) above, the provisions of paragraph (a) above shall apply. Benefit pursuant to paragraph (b) 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 paragraph (b)(ii) above, the provisions of paragraph (a) above shall apply. **Benefits** pursuant to paragraph (a) above is ~~are 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 paragraph (b)(ii) above, the provisions of paragraph (a) above shall apply.

PL.07 In the event of a miscarriage or stillbirth, the Employee will be entitled to pregnancy leave in accordance with the *Employment Standards Act* and will be eligible for Supplementary Employment Insurance Benefits during that period, provided that the Employee meets the eligibility requirements stated in Article PL.06. Leave in excess of this period for medical reasons will be treated in accordance with Article L.01 Sick Leave. In the event of a miscarriage or stillbirth, the Employee will be entitled to pregnancy leave in accordance with the *Employment Standards Act* and will be eligible for Supplementary Employment Insurance Benefits during that period, provided that the Employee meets the eligibility requirements stated in Article PL.06. Leave in excess of this period for medical reasons will be treated in accordance with Article L.01 Sick Leave. ~~In the event of a miscarriage or stillbirth, the Employee will be entitled to pregnancy leave in accordance with the *Employment Standards Act* and will be eligible for Supplementary Employment Insurance Benefits during that period, provided that the Employee meets the eligibility requirements stated in Article PL.06. Leave in excess of this period for medical reasons will be treated in accordance with Article L.01 Sick Leave.~~

PL.08 ~~Pregnancy Leave shall count as time worked when calculating seniority and credited service. Pregnancy Leave shall count as time worked when calculating seniority and credited service.~~

PL.09 ~~On returning from leave the Employee shall be placed in their former position or in a position equivalent to their former position with no reduction in salary. On returning from leave the~~

Employee shall be placed in their former position or in a position equivalent to their former position with no reduction in salary.

PL.10 Employees unable to return to work following a pregnancy leave, or subsequent parental leave, because of illness associated with the birth of a child, shall notify the University as soon as possible.

Pregnancy Leave

PL.01 A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment.

PL.02 An employee may begin her pregnancy leave no earlier than the earlier of,

- (a) the day that is 17 weeks before her due date; and
- (b) the day on which she gives birth.

PL.03 An employee may begin her pregnancy leave no later than the earlier of,

- (a) her due date; and
- (b) the day on which she gives birth.

PL.04 An employee wishing to take pregnancy leave shall give the Employer,

- (a) written notice at least two weeks before the day the leave is to begin; and
- (b) if the Employer requests it, a certificate from a legally qualified medical practitioner stating the due date.

PL.05 An Employee who has given notice to begin pregnancy leave may begin the leave,

- (a) on an earlier day than was set out in the notice, if the Employee gives the Employer a new written notice at least two weeks before that earlier day; or
- (b) on a later day than was set out in the notice, if the Employee gives the Employer a new written notice at least two weeks before the day set out in the original notice.

PL.06 If an Employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, Article PL.04 does not apply and the Employee shall, within two weeks after stopping work, give the Employer,

- (a) written notice of the day the pregnancy leave began or is to begin; and
- (b) if the Employer requests it, a certificate from a legally qualified medical practitioner stating,
 - (i) in the case of an Employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date,
 - (ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage.

PL.07 An Employee's pregnancy leave ends,

- (a) if she is entitled to parental leave, 17 weeks after the pregnancy leave began;
- (b) if she is not entitled to parental leave, on the day that is the later of,
 - (i) 17 weeks after the pregnancy leave began, and
 - (ii) six weeks after the birth, still-birth or miscarriage.

PL.08 An Employee may end her leave earlier than the day set out in PL.07 by giving her Employer written notice at least four weeks before the day she wishes to end her leave.

PL.09 An Employee who has given notice under PL.08 to end her pregnancy leave may end the leave,

- (a) **on an earlier day than was set out in the notice, if the Employee gives the Employer a new written notice at least four weeks before the earlier day; or**
- (b) **on a later day than was set out in the notice, if the Employee gives the Employer a new written notice at least four weeks before the day indicated in the original notice.**

PL.10 An Employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the Employer at least four (4) weeks' written notice of the termination.

PL.11 Upon the conclusion of an Employee's pregnancy leave, the Employer shall reinstate the Employee to the position the Employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

PL.12 During pregnancy leave an Employee continues to participate in any prescribed type of benefit plan that is related to their employment unless they elect in writing not to do so. The Employer shall continue to make the Employer's contributions for any plan unless the Employee gives the Employer a written notice that the Employee does not intend to pay the Employee's contributions, if any.

Parental Leave Parental Leave **Parental Leave**

PL.08 Parental leave, separate from pregnancy leave, shall be granted to any Employee who becomes a parent of a newborn or a newly adopted child or children. Parental leave is a leave from work of up to thirty seven (37) weeks; however, where an Employee has also taken pregnancy leave, parental leave is a leave from work of up to thirty five (35) weeks. Where both parents are Employees of Carleton University, either or both parents may be eligible for parental leave and can take it at the same time. The Employee shall inform the Supervisor in writing of his or her plans for taking parental leave at least four (4) weeks in advance of the initial date of the parental leave, or such lesser period where there is a valid reason why that notice cannot be given. Parental leave, separate from pregnancy leave, shall be granted to any Employee who becomes a parent of a newborn or a newly adopted child or children. Parental leave is a leave from work of up to thirty seven (37) weeks; however, where an Employee has also taken pregnancy leave, parental leave is a leave from work of up to thirty five (35) weeks. Where both parents are Employees of Carleton University, either or both parents may be eligible for parental leave and can take it at the same time. The Employee shall inform the Supervisor in writing of his or her plans for taking parental leave at least four (4) weeks in advance of the initial date of the parental leave, or such lesser period where there is a valid reason why that notice cannot be given.

PL.09 An Employee who has taken pregnancy leave, if she chooses to also take parental leave, shall take the parental leave immediately following the pregnancy leave, unless the child has not come into the custody, care and control of the mother at the end of the pregnancy leave (e.g. is hospitalized) in which case alternative arrangements respecting the timing of the parental leave may be made. An Employee who has taken pregnancy leave, if she chooses to also take parental leave, shall take the parental leave immediately following the pregnancy leave, unless the child has not come into the custody, care and

~~control of the mother at the end of the pregnancy leave (e.g. is hospitalized) in which case alternative arrangements respecting the timing of the parental leave may be made.~~

~~PL.10 Leave in excess of seventeen (17) weeks for medical reasons relating to the pregnancy, and/or delivery of the infant, will be treated in accordance with Article L.01 Sick Leave. Employees unable to return to work following a pregnancy leave, or subsequent parental leave, because of illness associated with the birth of a child, shall notify the University as soon as possible. Leave in excess of seventeen (17) weeks for medical reasons relating to the pregnancy, and/or delivery of the infant, will be treated in accordance with Article L.01 Sick Leave. Employees unable to return to work following a pregnancy leave, or subsequent parental leave, because of illness associated with the birth of a child, shall notify the University as soon as possible.~~

Supplementary Parental Leave Benefits

~~PL.11 To qualify for Supplementary Parental Leave Benefits, an Employee must have been employed continuously for at least one year. The Application for Supplementary Benefits will be made through Human Resources. The one (1) year period shall be calculated from the commencement of employment to the commencement of the Employee's pregnancy or parental leave. To qualify for Supplementary Parental Leave Benefits, an Employee must have been employed continuously for at least one year. The Application for Supplementary Benefits will be made through Human Resources. The one (1) year period shall be calculated from the commencement of employment to the commencement of the Employee's pregnancy or parental leave.~~

~~PL.12 Supplementary Parental Leave Benefits shall be provided for up to fifteen (15) weeks to Employees who are eligible and have applied for parental benefits under the Employment Insurance Act and Regulations. Supplementary Parental Leave Benefits shall be provided for up to fifteen (15) weeks to Employees who are eligible and have applied for parental benefits under the Employment Insurance Act and Regulations.~~

~~PL.13 Supplementary Benefits are as follows:~~

- ~~(a) for the first two (2) weeks, the Employer will pay 95% of the employee's regular salary; for the first two (2) weeks, the Employer will pay 95% of the employee's regular salary;~~
- ~~(b) for the next fifteen (15) weeks, the Employee will claim parental benefits pursuant to the Employment Insurance Act and Regulations; for the next fifteen (15) weeks, the Employee will claim parental benefits pursuant to the Employment Insurance Act and Regulations;~~
- ~~(c) in addition, the Employer will pay the difference between the benefits set out in (ii) above and 95% of the employee's regular salary; in addition, the Employer will pay the difference between the benefits set out in (ii) above and 95% of the employee's regular salary;~~
- ~~(d) 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; 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 weekly level of Unemployment Insurance Benefits, Supplemental Unemployment Benefits, and any other earnings will not exceed 95% of the Employee's regular weekly salary. the combined weekly level of Unemployment Insurance Benefits, Supplemental Unemployment Benefits, and any other earnings will not exceed 95% of the Employee's regular weekly salary.

~~PL.14 For the parents of a newborn child, the parental leave must conclude no later than fifty two (52) weeks after the child is born or comes into the custody, care and control of the parent for the first time. For the parents of a newborn child, the parental leave must conclude no later than fifty two (52) weeks after the child is born or comes into the custody, care and control of the parent for the first time.~~

~~PL.15 For the parents of an adoptive child, the parental leave must conclude no later than fifty two (52) weeks after the child comes into the custody, care and control of the parent for the first time. For the parents of an adoptive child, the parental leave must conclude no later than fifty two (52) weeks after the child comes into the custody, care and control of the parent for the first time~~

~~PL.16 If an Employee is eligible for Supplementary Maternity Leave and Supplementary Parental Leave Benefits the total combined number of weeks for which she is eligible to receive Supplementary Benefits shall not exceed twenty (20) weeks. In all other cases, the maximum period for which an Employee can be eligible to receive Supplementary Parental Leave shall not exceed fifteen (15) weeks. If an Employee is eligible for Supplementary Maternity Leave and Supplementary Parental Leave Benefits the total combined number of weeks for which she is eligible to receive Supplementary Benefits shall not exceed twenty (20) weeks. In all other cases, the maximum period for which an Employee can be eligible to receive Supplementary Parental Leave shall not exceed fifteen (15) weeks.~~

~~PL.17 If, before six (6) months have elapsed since his/her return to work, an Employee voluntarily resigns from his/her employment, or the Employee is discharged for cause, he/she will be indebted to the Employer for the sum of monies paid to them by the Employer during his/her leave. If, before six (6) months have elapsed since his/her return to work, an Employee voluntarily resigns from his/her employment, or the Employee is discharged for cause, he/she will be indebted to the Employer for the sum of monies paid to them by the Employer during his/her leave.~~

~~PL.18 Leave shall count as time worked when calculating seniority and credited service for the Retirement Plan. Leave shall count as time worked when calculating seniority and credited service for the Retirement Plan.~~

~~PL.19 On returning from leave the Employee shall be placed in their former position or in a position equivalent to their former position with no loss of seniority. On returning from leave the Employee shall be placed in their former position or in a position equivalent to their former position with no loss of seniority.~~

~~PL.20 The Employee shall advise their immediate supervisor of their intention to return at least two (2) weeks prior to the intended date of return. The Employee shall advise their immediate supervisor of their intention to return at least two (2) weeks prior to the intended date of return.~~

Parental leave

PL.11 An employee who has been employed for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the Employee's custody, care and control for the first time.

PL.12 An Employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the Employee's custody, care and control for the first time.

PL.13 An Employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time.

PL.14 Subject to PL.16, an Employee wishing to take parental leave shall give the Employer written notice at least two weeks before the day the leave is to begin.

PL.15 An Employee who has given notice to begin parental leave may begin the leave,

- (a) on an earlier day than was set out in the notice, if the Employee gives the Employer a new written notice at least two weeks before that earlier day; or
- (b) on a later day than was set out in the notice, if the Employee gives the Employer a new written notice at least two weeks before the day set out in the original notice

PL.16 If an Employee stops working because a child comes into the Employee's custody, care and control for the first time earlier than expected,

- (a) the Employee's parental leave begins on the day they stops working; and
- (b) the Employee must give the Employer written notice that they are taking parental leave within two weeks after stopping work.

PL.17 An Employee's parental leave ends 35 weeks after it began, if the Employee also took pregnancy leave and 37 weeks after it began, otherwise.

PL.18 An Employee may end their parental leave earlier than the day set out in PL.17 by giving the Employer written notice at least four weeks before the day they wish to end the leave.

PL.19 An Employee who has given notice to end their parental leave may end the leave,

- (a) on an earlier day than was set out in the notice, if the Employee gives the Employer a new written notice at least four weeks before the earlier day; or
- (b) on a later day than was set out in the notice, if the Employee gives the Employer a new written notice at least four weeks before the day indicated in the original notice.

PL.20 Parental Leave shall count as time worked when calculating seniority and credited service.

PL.21 On returning from leave the Employee shall be placed in their former position or in a position equivalent to their former position with no reduction in salary.

PL.22 Employees unable to return to work following a parental leave, because of illness associated with the birth of a child, shall notify the University as soon as possible.

~~Carleton Proposal~~

~~19 May 2015~~

~~Carleton Re-Tables pursuant to tabling a Full Pack~~

~~03 June 2015~~

~~Carleton Re-Tables pursuant to tabling a Full Pack~~

~~10 Sept 2015~~

~~Union Counter~~

~~10 Sept 2015~~

~~Carleton Counter~~

~~22 Sept 2015 [in chart form – see following page]~~

~~CUPA Counter (e-counter via Peter Simpson 12 November 2015)~~

~~24 November 2015~~

~~Carleton Counter~~

~~24 November 2015~~

~~CUPA Counter~~

~~24 November 2015, 5.00 p.m.~~

~~Carleton Counter~~

~~24 November 2015, 9.00 p.m.~~

~~CUPA e Counter~~

~~25 November 2015, 1.00 a.m.~~

~~Carleton Counter~~

~~11 February 2016~~

ARTICLE S: Salary (Salary Processing)

S.1 ~~Subject to the funding sources available, the minimum hosting salary for a Postdoctoral Fellow in the CUPA bargaining unit will be \$30,000 per annum (pro-rated for shorter term or part time Fellowships). Salaries are inclusive of 4% vacation pay, statutory deductions, and statutory benefits, all of which shall be recorded on a *Statement of Earnings and Deductions* provided with each payment.~~

S.1 ~~Subject to the funding sources available, the minimum hosting salary for a Postdoctoral Fellow in the CUPA bargaining unit will be \$30,000 per annum (pro-rated for shorter term or part time Fellowships). Salaries are inclusive of 4% vacation pay, statutory deductions, and statutory benefits, all of which shall be recorded on a *Statement of Earnings and Deductions* provided with each payment.~~

S.1 ~~Subject to the funding sources available, the minimum hosting salary for a Postdoctoral Fellow in the CUPA bargaining unit effective 01 May 2015 will be \$25,000 per annum (pro-rated for shorter term or part time Fellowships). Salaries are inclusive of 4% vacation pay, statutory deductions, and statutory benefits, all of which shall be recorded on a *Statement of Earnings and Deductions* provided with each payment.~~

~~Subject to the funding sources available, the minimum hosting salary for a Postdoctoral Fellow in the CUPA bargaining unit effective 01 May 2016 will be \$32,000 per annum (pro-rated for shorter term or part time Fellowships). Salaries are inclusive of 4% vacation pay, statutory deductions, and statutory benefits, all of which shall be recorded on a *Statement of Earnings and Deductions* provided with each payment.~~

~~Subject to the funding sources available, the minimum hosting salary for a Postdoctoral Fellow in the CUPA bargaining unit effective 01 May 2017 will be \$32,320 per annum (pro-rated for shorter term or~~

~~part time Fellowships). Salaries are inclusive of 4% vacation pay, statutory deductions, and statutory benefits, all of which shall be recorded on a Statement of Earnings and Deductions provided with each payment.~~

~~Subject to the funding sources available, the minimum hosting salary for a Postdoctoral Fellow in the CUPA bargaining unit effective 01 May 2018 will be \$32,970 per annum (pro rated for shorter term or part-time Fellowships). Salaries are inclusive of 4% vacation pay, statutory deductions, and statutory benefits, all of which shall be recorded on a Statement of Earnings and Deductions provided with each payment.~~

- S.12 ~~Remuneration Employees~~ ~~Employees Remuneration~~ ~~Remuneration Employees~~ ~~Remuneration~~ shall be paid in equal semi-monthly installments over the term of the appointment. Payment will be made on the next-to-last banking day prior to the 15th of the month and the next-to-last banking day prior to the end of the month. The Employer will require that ~~e~~Employees designate a financial institution of the ~~e~~Employee's choice for payment by direct deposit.
- S.2 ~~While Supervisors retain flexibility in determining the appropriate salary for each Employee having regard to available funding, a candidate's specific qualifications, experience, references and academic record and market trends, in no case shall an Employee's total base annual salary be less than the amount stipulated in Appendix A, or the prorated equivalent for an Employee who is working less than full time hours in the Bargaining Unit. While Supervisors retain flexibility in determining the appropriate salary for each Employee having regard to available funding, a candidate's specific qualifications, experience, references and academic record and market trends, in no case shall an Employee's total base annual salary be less than the amount stipulated in Appendix A, or the prorated equivalent for an Employee who is working less than full time hours in the Bargaining Unit.~~ While Supervisors retain flexibility in determining the appropriate salary for each Employee having regard to available funding, a candidate's specific qualifications, experience, references and academic record and market trends, in no case shall an Employee's total base annual salary be less than the amount stipulated in Appendix A, or the prorated equivalent for an Employee who is working less than full-time hours in the Bargaining Unit.
- S.3 ~~The parties agree that no Employee who holds an appointment on the date that this Agreement is ratified by both parties shall be subject to a reduction in the annual salary paid by the Supervisor for that appointment solely as a result of the implementation of the stated minimum floor in Appendix A. The parties agree that no Employee who holds an appointment on the date that this Agreement is ratified by both parties shall be subject to a reduction in the annual salary paid by the Supervisor for that appointment solely as a result of the implementation of the stated minimum floor in Appendix A. The parties agree that no Employee who holds an appointment on the date that this Agreement is ratified by both parties shall be subject to a reduction in the annual salary paid by the Supervisor for that appointment solely as a result of the implementation of the stated minimum floor in Appendix A. The parties agree that no Employee who holds an appointment on the date that this Agreement is ratified by both parties shall be subject to a reduction in the annual salary paid by the Supervisor for that appointment solely as a result of the implementation of the stated minimum floor in Appendix A.~~
- S.4 ~~The Employer's contributions to benefits and statutory deductions shall not be deducted from the Employee's salary. The Employer's contributions to benefits and statutory deductions shall not be deducted from the Employee's salary. The Employer's contributions to benefits and statutory~~

~~deductions shall not be deducted from the Employee's salary. The Employer's contributions to benefits and statutory deductions shall not be deducted from the Employee's salary.~~

~~Appendix A Appendix A Appendix A~~

~~The stated minimum applicable annual salary to each Employee shall be as follows: The stated minimum applicable annual salary to each Employee shall be as follows:~~

Effective September 30, 2015 Minimum Floor	Effective September 30, 2016 Minimum Floor	Effective September 30, 2017 Minimum Floor
\$36,500	\$37,595	\$38,725

Effective September 30, 2015 Minimum Floor	Effective September 30, 2016 Minimum Floor	Effective September 30, 2017 Minimum Floor
\$33,000	\$33,990	\$35,010

Effective May 1, 2015 Minimum Floor	Effective May 1, 2016 Minimum Floor	Effective May 1, 2017 Minimum Floor
\$30,000	\$33,990	\$35,010

Effective May 1, 2015 Minimum Annual Salary	Effective May 1, 2016 Minimum Annual Salary	Effective May 1, 2017 Minimum Annual Salary
\$25,000	\$32,000	\$32,320

Effective May 1, 2015 Minimum Annual Salary	Effective May 1, 2016 Minimum Annual Salary	Effective May 1, 2017 Minimum Annual Salary
\$30,000	\$33,500	\$34,421

Effective May 1, 2015 Minimum Annual Salary	Effective May 1, 2016 Minimum Annual Salary	Effective May 1, 2017 Minimum Annual Salary
\$30,000	\$32,000	\$32,560

~~Effective January 1, 2015, each active Employee will receive an annual wage increase of 3%. Effective January 1, 2015, each active Employee will receive an annual wage increase of 3%. Effective May 1, 2015, each active Employee will receive an annual wage increase of 3%.~~ **Effective May 1, 2015, each active Employee will receive an annual wage increase of 2.75%**

~~Effective January 1, 2016, each active Employee will receive an annual wage increase of 3%. Effective January 1, 2016, each active Employee will receive an annual wage increase of 3%. Effective May 1, 2016, each active Employee will receive an annual wage increase of 3% 1% **2.75%** **1.75%**.~~

~~Effective January 1, 2017, each active Employee will receive an annual wage increase of 3%. Effective January 1, 2017, each active Employee will receive an annual wage increase of 3%.~~ Effective May 1, 2017, each active Employee will receive an annual wage increase of 3% 1% **2.75%** **1.75%**.

CUPA Proposal
12 February 2015
Carleton Counter
13 February 2015
Union Counter
13 February 2015
Carleton Pinks
28 April 2015

Article Y: Strikes and Lockouts

1. There will be no strike or lockout declared during the term of this Collective Agreement.
2. In the event that any employees of Carleton University, other than those covered by this Agreement, engage in a lawful strike or are locked out, members will not be required to perform work normally done by such striking/locked out employees. An employee who is unable to report for work because of a reasonable apprehension of personal injury resulting from picket line activity shall suffer no loss in pay nor be subject to discipline, provided that the employee contacts University Safety and follows reasonable instructions received from that office. ~~Furthermore, there will be no discrimination, harassment, coercion, discipline, or reprisal of any kind practiced against any member who chooses not to cross a lawful picket line at Carleton University.~~

Judith Brown
For the Union

Date

Matthias Neufang
For the Employer

Date

CUPA Proposal
12 February 2015
Carleton Counter
03 June 2015

Carleton ~~Re Tables~~ pursuant to tabling a Full Pack
10 Sept 2015

Carleton ~~Re Tables~~ pursuant to tabling a Full Pack
21 Sept 2015

CUPA Counter (~~e counter via Peter Simpson 12 November 2015~~)
24 November 2015

Carleton Counter
24 November 2015

CUPA Counter
24 November 2015, 5.00 p.m.

Carleton Counter
24 November 2015, 9.00 p.m.

CUPA e Counter
With words ~~Carleton Pinks~~

~~25 November 2015, 1.00 a.m.~~

Carleton Counter (noting for the record, that this financial package cannot be broken up and therefore no singular article can or will be pinked)

11 February 2016

ARTICLE Z – Duration & Renewal

Z.1 Except as specifically otherwise provided herein, ~~t~~~~This Agreement will continue in full force shall come into force on the date of ratification, and shall remain in effect until 31 August 30 April 20186,, and thereafter will automatically renew for periods of one (1) year unless either party declares to the other, within the period of three (3) months prior to any expiry date, its intent to bargain a renewal Collective Agreement.~~ and thereafter will automatically renew for periods of one (1) year unless either party declares to the other, within the period of ninety (90) calendar days prior to any expiry date, its intent to bargain a renewal Collective Agreement. ~~It is understood that both parties shall subject the agreement to a ratification vote.~~ It is understood that both parties shall subject the agreement to a ratification vote. For the purposes of this article the date of ratification shall be defined as the date upon which the Association Union ratifies the agreement.

Z.2. ~~Where notice to bargain the Collective Agreement has been given, the parties agree to commence negotiations within twenty (20) working days of said notice. The parties may extend this time period by mutual agreement. If either party desires to bargain with a view to renewal of this agreement, with or without modification, such party shall give notice of such desire to the other party not more than ninety (90) calendar days prior to the expiry of this agreement. If either party desires to bargain with a view to renewal of this agreement, with or without modification, such party shall give notice of such desire to the other party not more than ninety (90) calendar days prior to the expiry of this agreement.~~

- Z.3. ~~If negotiations fail to produce a renewal of this Collective Agreement prior to its expiry date, the terms and conditions of this Agreement will continue in full force and effect until a new Agreement is concluded, or until all proceedings prescribed by the *Ontario Labour Relations Act* have been completed.~~ If negotiations fail to produce a renewal of this Collective Agreement prior to its expiry date, the terms and conditions of this Agreement will continue in full force and effect until a new Agreement is concluded, or until all proceeding prescribed by the *Ontario Labour Relations Act* have been completed. The parties shall meet within twenty (20) working days from the giving of the notice or within such further period as the parties agree upon and they shall bargain in good faith and make every reasonable effort to make a Collective Agreement.

Carleton Proposal
23 March 2015
Carleton *pinks*
23 March 2015

ARTICLE 14 – Negotiation Procedures

- 14.1 The Employer shall recognize a Union bargaining committee of not more than three (3) employees who are current employees under this collective agreement. The members of the bargaining committee may be accompanied by an advisor of their choosing.
- 14.2 The parties will bargain in good faith.
- 14.3 The Union shall notify the Employer in writing of the names of the bargaining committee members named by the Union, and only those bargaining committee members shall be recognized by the Employer.
- 14.4 Meetings shall be held at a time and place fixed by mutual consent.
- 14.5 Nothing in this agreement shall prevent its subsequent amendment by mutual agreement.

Robert Ramsay
For the Union

Date

Matthias Neufang
For the Employer

Date

~~Carleton Proposal~~

~~19 May 2015~~

~~Carleton Re-Tables pursuant to tabling a Full Pack~~

~~03 June 2015~~

~~Carleton Re-Tables pursuant to tabling a Full Pack~~

~~10 Sept 2015~~

~~Union Counter~~

~~10 September 2015~~

~~Carleton Counter~~

~~21 Sept 2015~~

~~Carleton Counter~~

~~22 Sept 2015 [in chart form—see following page]~~

~~CUPA Counter (e-counter via Peter Simpson 12 November 2015)~~

~~24 November 2015~~

~~Carleton Counter~~

~~24 November 2015~~

~~CUPA Counter~~

~~24 November 2015, 5.00 p.m.~~

~~Carleton Counter~~

~~24 November 2015, 9.00 p.m.~~

~~CUPA e-Counter~~

~~25 November 2015, 1.00 a.m.~~

~~Carleton Counter~~

~~11 February 2016~~

ARTICLE B: Benefits and Pensions and Pensions and Pensions (Benefits Processing)

B.1 Employees hired under this collective agreement will have access to the *Active Postdoctoral Fellows* Health and Dental Plan, ~~as amended from time to time~~ as amended from time to time. ~~The Employer shall contribute 100% of the cost of premiums. The Employer shall contribute 100% of the cost of premiums. The Employer shall contribute 100% of the cost of premiums. The Employer shall contribute 50% of the cost of premiums. The Employer shall contribute 50%~~ ~~75%~~ ~~65%~~ of the cost of premiums and the balance shall be contributed by the Employee.

~~B.2 Pursuant to the payroll processing procedures these premiums will be deducted once per month.~~

~~B.2 Pursuant to the payroll processing procedures these premiums will be deducted once per month.~~

~~Pursuant to the payroll processing procedures these premiums will be deducted once per month.~~

~~B.2 Health Benefits Committee~~

~~The parties agree to convene within sixty (60) days of the signing of this Agreement a Health Benefits Committee consisting of two (2) persons named by each party. The Committee will review all plans with respect to experience, administration, adequacy of coverage and rate changes, and will recommend to their principals such alterations to any plan(s) it deems necessary or desirable. No changes shall be made in respect to the benefit levels, coverage, or premium rates of the Active Postdoctoral Fellows~~

~~Health or Dental Plan, except as a result of agreement between the Employer and the Union or as may be required by law. The parties agree to convene within sixty (60) days of the signing of this Agreement a Health Benefits Committee consisting of two (2) persons named by each party. The Committee will review all plans with respect to experience, administration, adequacy of coverage and rate changes, and will recommend to their principals such alterations to any plan(s) it deems necessary or desirable. No changes shall be made in respect to the benefit levels, coverage, or premium rates of the Active Postdoctoral Fellows Health or Dental Plan, except as a result of agreement between the Employer and the Union or as may be required by law. The parties agree to convene within sixty (60) days of the signing of this Agreement a Health Benefits Committee consisting of two (2) persons named by each party. The Committee will review all plans with respect to experience, administration, adequacy of coverage and rate changes, and will recommend to their principals such alterations to any plan(s) it deems necessary or desirable. No changes shall be made in respect to the benefit levels, coverage, or premium rates of the Active Postdoctoral Fellows Health or Dental Plan, except as a result of agreement between the Employer and the Union or as may be required by law.~~

B.3 Pension [Employer Counter is as per at 11 a.m. 24 November 2015] **Pension Plan**

~~Employees may elect to participate in the Carleton University Retirement Plan, in effect as of April 30th, 2009, which the parties agree shall continue for the term of this Agreement, except that if the Plan is amended to modify the Employer's obligation to fund the minimum guarantee fund beyond actuarial requirements, that amendment will take effect as provided by the amended plan. Employees electing to participate must meet one of the following eligibility requirements: Employees may elect to participate in the Carleton University Retirement Plan, in effect as of April 30th, 2009, which the parties agree shall continue for the term of this Agreement, except that if the Plan is amended to modify the Employer's obligation to fund the minimum guarantee fund beyond actuarial requirements, that amendment will take effect as provided by the amended plan. Employees electing to participate must meet one of the following eligibility requirements: **Employees may elect to participate in the Carleton University Retirement Plan, in effect as of April 30th, 2009, which the parties agree shall continue for the term of this Agreement, except that if the Plan is amended to modify the Employer's obligation to fund the minimum guarantee fund beyond actuarial requirements, that amendment will take effect as provided by the amended plan. Employees electing to participate must meet one of the following eligibility requirements:**~~

- (a) Full time employees with appointments of 12 months or greater. Employees may be enrolled in the plan on the first day of any month coincident with or following date of employment. ~~Full time employees with appointments of 12 months or greater. Employees may be enrolled in the plan on the first day of any month coincident with or following date of employment. **Full time employees with appointments of 12 months or greater. Employees may be enrolled in the plan on the first day of any month coincident with or following date of employment**~~
- (b) Full time Employees with appointments of less than 12 months whose appointment is subsequently extended beyond 12 months, if the break between the first and second appointment is less than 12 months. ~~Employees may join the plan retroactive to the date of initial appointment. Full time Employees with appointments of less than 12 months whose appointment is subsequently extended beyond 12 months, if the break between the first and second appointment is less than 12 months.~~

~~Employees may join the plan retroactive to the date of initial appointment. Full time Employees with appointments of less than 12 months whose appointment is subsequently extended beyond 12 months, if the break between the first and second appointment is less than 12 months. Employees may join the plan retroactive to the date of initial appointment.~~

- (e) Part time employees who earn at least 35% of the Year's Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan (CPP) or have worked 700 hours, in each of the preceding two consecutive calendar years. Once a part time employee becomes a member of the Plan, membership will continue if employment continues, regardless of earnings level or hours worked. Part time employees who earn at least 35% of the Year's Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan (CPP) or have worked 700 hours, in each of the preceding two consecutive calendar years. Once a part time employee becomes a member of the Plan, membership will continue if employment continues, regardless of earnings level or hours worked. ~~Part time employees who earn at least 35% of the Year's Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan (CPP) or have worked 700 hours, in each of the preceding two consecutive calendar years. Once a part time employee becomes a member of the Plan, membership will continue if employment continues, regardless of earnings level or hours worked.~~

~~B.4 Information and Reporting~~

- (a) The Employer agrees to supply the Union with:
- i) a copy of the master policy of each of the Plans specified in Article B; and,
 - ii) copies of all correspondence between the Employer and the carrier of the respective Plans which pertain to dividends or other performance rebates.
- The Employer agrees to supply the Union with:
- i) a copy of the master policy of each of the Plans specified in Article B; and,
 - ii) copies of all correspondence between the Employer and the carrier of the respective Plans which pertain to dividends or other performance rebates.
- (b) The Employer agrees to report to the Union (in such a way as to not breach confidentiality of individuals) all problems arising with respect to the application of these Plans to Employees. The Employer agrees to report to the Union (in such a way as to not breach confidentiality of individuals) all problems arising with respect to the application of these Plans to Employees.
- (c) The Employer shall maintain on a web site, an employment benefits booklet which shall be updated by September 15 of each year. Employees may request copies of this document on disk or in print from the Human Resources Office at any time. The Employer shall maintain on a web site, an employment benefits booklet which shall be updated by September 15 of each year. Employees may request copies of this document on disk or in print from the Human Resources Office at any time.

The Employer shall provide the Union with such information as outlined in Appendix B as at January 1 and July 1 of each year no later than one month following the relevant date. The Employer shall provide the Union with such information as outlined in Appendix B as at January 1 and July 1 of each year no later than one month following the relevant date.

Appendix B: Health Plan Information

~~In accordance with B.3 (d), the Employer shall provide the Union with the following information, with identifying individual information removed, directly from the benefit provider (where possible): In accordance with B.3 (d), the Employer shall provide the Union with the following information, with identifying individual information removed, directly from the benefit provider (where possible):~~

- ~~1. Complete details of current and proposed benefit arrangements for all members including:~~
 - ~~(a) Copies of all current insurance policies and financial agreements and correspondence requesting contract amendments (in progress);~~
 - ~~(b) Copy of the most recent insurer financial letter of agreements;~~
 - ~~(c) Any medical and dental plan design changes over the past two contract years;~~
 - ~~(d) Benefit booklets;~~
 - ~~(e) Copies of plan updates or other general communications sent to members.~~

~~Complete details of current and proposed benefit arrangements for all members including:~~

 - ~~(a) Copies of all current insurance policies and financial agreements and correspondence requesting contract amendments (in progress);~~
 - ~~(b) Copy of the most recent insurer financial letter of agreements;~~
 - ~~(c) Any medical and dental plan design changes over the past two contract years;~~
 - ~~(d) Benefit booklets;~~
 - ~~(e) Copies of plan updates or other general communications sent to members.~~
- ~~2. Complete census data for the Union:~~
 - ~~(a) Age (in five year increments);~~
 - ~~(b) Gender;~~
 - ~~(c) Number of members who have declined coverage and reason (if available);~~
 - ~~(d) Number of members using family and single coverage;~~
 - ~~(e) Any other census data available from the plan.~~
 - ~~(f) Copies of plan updates or other general communications sent to members.~~

~~Complete census data for the Union:~~

 - ~~(a) Age (in five year increments);~~
 - ~~(b) Gender;~~
 - ~~(c) Number of members who have declined coverage and reason (if available);~~
 - ~~(d) Number of members using family and single coverage;~~
 - ~~(e) Any other census data available from the plan.~~
- ~~3. Summary of current underwriting arrangement by benefit. Summary of current underwriting arrangement by benefit.~~
- ~~4. Copies of the annual financial experience reports for the current and prior two policy years (if any). Copies of the annual financial experience reports for the current and prior two policy years (if any).~~
- ~~5. Copies of Renewal Rating Report for the current and prior two years, including premium and claim summaries, by benefit. Copies of Renewal Rating Report for the current and prior two years, including premium and claim summaries, by benefit.~~

6. Confirmation of the current premium rates and any changes in the past two years for each benefit.
~~Confirmation of the current premium rates and any changes in the past two years for each benefit.~~
7. Claim reports for current and past two policy periods. Claim reports for current and past two policy periods.
8. Detailed Health claims summary report by type of service for the current and prior policy year, showing:
(a) Type of benefit category submitted (e.g., drugs, hospital, vision, paramedicals, etc.);
(b) Amount claimed/submitted;
(c) Amount paid by carrier;
(d) Claimant distribution (member, spouse, children) and combined;
(e) Combined loss ratio for the previous three years;
(f) Number of incidents for each type of expenses.
Detailed Health claims summary report by type of service for the current and prior policy year, showing:
(a) Type of benefit category submitted (e.g., drugs, hospital, vision, paramedicals, etc.);
(b) Amount claimed/submitted;
(c) Amount paid by carrier;
(d) Claimant distribution (member, spouse, children) and combined;
(e) Combined loss ratio for the previous three years;
(f) Number of incidents for each type of expenses.
9. Detailed Dental claims summary report by type of service for the current and prior policy year, showing:
(a) Type of benefit category submitted (i.e. preventative, diagnostic, endodontics, periodontics, major restorative, orthodontics, etc.);
(b) Amount claimed/submitted;
(c) Amount paid by carrier;
(d) Claimant distribution (member, spouse, children) and combined;
(e) Combined loss ratio for the previous three years;
(f) Number of incidents for each type of expense.
Detailed Dental claims summary report by type of service for the current and prior policy year, showing:
(a) Type of benefit category submitted (i.e. preventative, diagnostic, endodontics, periodontics, major restorative, orthodontics, etc.);
(b) Amount claimed/submitted;
(c) Amount paid by carrier;
(d) Claimant distribution (member, spouse, children) and combined;
(e) Combined loss ratio for the previous three years;
(f) Number of incidents for each type of expense.
10. Drug utilization report for the current and prior policy year, including:
(a) Top 50 drug report by amount paid;
(b) Top 50 drug report by number of claims paid;
(c) Top 10 classes of drug claims by therapy;
(d) Drug claims utilization summary.
Drug utilization report for the current and prior policy year, including:
(e) Top 50 drug report by amount paid;
(f) Top 50 drug report by number of claims paid;
(g) Top 10 classes of drug claims by therapy;

Drug claims utilization summary.

~~10 Sept 2015~~
~~Carleton Counter~~
~~21 Sept 2015~~
~~CUPA Counter (e-counter via Peter Simpson 12 November 2015)~~
~~24 November 2015~~
~~Carleton Counter~~
~~24 November 2015~~
~~CUPA Counter~~
~~24 November 2015, 5.00 p.m.~~
~~Carleton Counter~~
~~24 November 2015, 9.00 p.m.~~
~~CUPA e Counter~~
~~25 November 2015, 1.00 a.m.~~
Carleton Counter
11 February 2016

ARTICLE SJF: PSAC Social Justice Fund

~~SJF.1 The Employer shall contribute one cent (\$0.01) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the Bargaining Unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be used strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund. The Employer shall contribute one cent (\$0.01) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the Bargaining Unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be used strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund. The Employer shall contribute one cent (\$0.01) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the Bargaining Unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be used strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund. The Employer shall contribute one cent (\$0.01) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the Bargaining Unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be used strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund. The Employer shall contribute one cent (\$0.01) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the Bargaining Unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be used strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.~~

THIS COLLECTIVE AGREEMENT

SIGNED at Ottawa Ontario,

this _____ day of _____, 2016.

FOR THE EMPLOYER

Adrian Chan

Lisa Hughes

Robert Monti

Matthias Neufang

Frances Wholley

FOR THE UNION

Judith Brown

Willian Leight

Gail Lem

Erin Sirett

Appendix A: CUPA Welcome Letter

Dear Postdoctoral Fellow,

Welcome to Carleton University!

As a postdoc at Carleton, you are represented by the Carleton University Postdoctoral Association, a directly chartered Local of the Public Service Alliance of Canada.

Please read your Collective Agreement. It contains many important provisions that you need to be aware of. For example, there is an Article on Intellectual Property that requires you to disclose to your supervisor any intellectual property you hold at the time of your appointment in order to ensure your ownership of such IP is respected.

We are here to help as you get used to your new job, and possibly a University and a city that are also new to you.

Please give us a call or email us with your contact information?

_____,
President, CUPA
(P): _____
(E): _____

_____,
Vice-President, CUPA
(P): _____
(E): _____

Carleton Pinks
19 September 2014, 2.30 p.m.

Memorandum of Understanding (MoU) between Carleton University (CU) and Carleton University Postdoctoral Association (CUPA) RE: Clarity Around Collective Agreement Terminology (“Internal Remuneration”)

WHEREAS the Parties have successfully concluded negotiations (subject to ratification), of/for bargaining unit scope for the first Collective Agreement between Carleton University and the *Carleton University Postdoctoral Association* (CUPA);

THE PARTIES HEREBY understand:

1. That the term “internal remuneration” as at 19 September 2014 is defined as remuneration through funds held by (an) individual(s) identified as (a) supervisor(s) in the Postdoctoral Fellow appointment letter issued by the Faculty of Graduate and Postdoctoral Affairs (FGPA) at Carleton University;
2. That, should Carleton University change the way in which it administers internal remuneration for Postdoctoral Fellows as described in (1) above, the union will be notified immediately.

FOR THE ASSOCIATION

Robert Ramsay

Judith Brown

William Leight

FOR THE EMPLOYER

Mark Forbes

Matthias Neufang

Frances Woolley

Lisetta Chalupiak

Lisa Hughes