

# **COLLECTIVE AGREEMENT**

**between**

**The Public Service Alliance of Canada (PSAC)  
on behalf of Postdoctoral Fellows at Carleton University,**

**PSAC Local 77000**

**and**

**Carleton University**



**01 May 2018 to 30 April 2022**

## Contents

Contents.....	2
ARTICLE 1 – Intent / Purpose.....	4
ARTICLE 2 – Definitions.....	4
ARTICLE 3 – Scope and Recognition.....	6
ARTICLE 4 – Management Rights.....	6
ARTICLE 5 – Union Security.....	7
ARTICLE 6 - No Discrimination, No Harassment No Violence.....	8
ARTICLE 7 – Strikes and Lockouts.....	10
ARTICLE 8 – Appointment Processes.....	10
ARTICLE 9 - Hours of Work.....	11
ARTICLE 10 – Academic Freedom.....	12
ARTICLE 11 – Rights and Responsibilities of Employees.....	13
ARTICLE 12 – Working Conditions and Access to Resources.....	14
ARTICLE 13 – Professional Development.....	15
ARTICLE 14 – Legal Liability.....	16
ARTICLE 15 – Probationary Employees.....	16
ARTICLE 16 – Evaluation.....	17
ARTICLE 17 – Confidentiality & Access to Personnel Files.....	17
ARTICLE 18 – Discipline.....	18
ARTICLE 19 – Grievance Procedure.....	19
ARTICLE 20 – Arbitration.....	21
ARTICLE 21 – Joint Committee for the Administration of the Agreement (JCAA).....	22
ARTICLE 22 – Negotiation Procedures.....	22
ARTICLE 23 – Health & Safety.....	23
ARTICLE 24 – Leaves.....	24
ARTICLE 25 – Pregnancy and Parental Leave.....	27
ARTICLE 26 – Pay Administration.....	30
ARTICLE 27 – Benefits.....	31

ARTICLE 28 – Duration & Renewal.....	31
APPENDIX A – Salary .....	33
APPENDIX B – Welcome Letter to new Postdoctoral Fellows .....	34
APPENDIX C – Copy of Labour Relations Board Order.....	35
LOA#1-Access to Services-University’s Employee and Family Assistance Program .....	37
Memorandum of Understanding (MoU) between Carleton University (CU) and Carleton University Postdoctoral Association (CUPA) Re : Clarity Around Collective Agreement Terminology (“Internal Remuneration”).....	38

## **ARTICLE 1 – Intent / Purpose**

- 1.01 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 by the Public Service Alliance of Canada (hereafter referred to as the Union), to encourage efficiency of operation, to establish mechanisms for addressing and resolving disputes, and to set forth an agreement covering the hosting standards for Postdoctoral Fellows whose employment falls within the scope of this bargaining unit.
- 1.02 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**

- 2.01 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.
- 2.02 Academic Year designates the period thus named and specified annually by Senate.
- 2.03 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.
- 2.04 Board of Governors (hereinafter called the Board) is the body referred to by that name in the Carleton University Act.
- 2.05 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).
- 2.06 Carleton University Act designates the several Acts enumerated in the definition of Carleton University above as amended from time to time in the future by the Legislature of the Province of Ontario.
- 2.07 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 the Senate and the Board of Governors.
- 2.08 Dean designates the senior Academic officer of a faculty, appointed in accordance with procedures laid down for the governance of the University by the Senate and the Board of Governors.

- 2.09 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.
- 2.10 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.
- 2.11 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 19: Grievance Procedure, academic department heads.
- 2.12 Family, for the purposes of bereavement leave, 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.
- 2.13 FGPA refers to the Faculty of Graduate and Postdoctoral Affairs.
- 2.14 Members refers to Employees of the bargaining unit pursuant to the scope (Article 3) of this Collective Agreement.
- 2.15 Parties are the parties to this Agreement, namely Carleton University and the Public Service Alliance of Canada.
- 2.16 Postdoctoral Fellow refers to all persons employed as Postdoctoral 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.
- 2.17 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).
- 2.18 Supervisor means member of the Carleton Academy with whom the Postdoctoral 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.
- 2.19 Union means the Public Service Alliance of Canada (PSAC) or, in matters of Local Union jurisdiction, its Local 77000.

2.20 The gender neutral pronoun “they” will be used throughout this Agreement in order to be inclusive of all gender identities.

### **ARTICLE 3 – Scope and Recognition**

3.01 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 Postdoctoral 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:**

- (e) 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.

3.02 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.

### **ARTICLE 4 – Management Rights**

4.01 The Union recognizes that the management and direction of the Employees is fixed exclusively with the Employer and shall remain exclusively with the Employer except as specifically limited by the express provisions of this Agreement.

4.02 The Employer shall exercise these rights in a manner that is fair, reasonable, and consistent with this Agreement.

## **ARTICLE 5 – Union Security**

### **5.01 Copies of the Agreement**

- (a) The Employer shall provide the Union with, within twenty (20) working days of ratification, thirty (30) printed copies of this Agreement. 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 this Agreement with any official offer of employment to a prospective member of the bargaining unit.

### **5.02 Dues**

- (a) No member of the bargaining unit is required to join the Union as a condition of employment. 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 Union dues as established from time to time by the Union, the structure of which shall not require deductions that are not compatible with the University payroll system, and shall remit such amounts to the office designated by the Union by the 15th day of the following month. The remittance shall be accompanied by a statement listing the name, department and the home address and telephone number of each Employee and the amount deducted from each Employee.
- (c) The Employer shall indicate on each Employee's income tax slip the amount of the deductions under this Article for the preceding calendar year.
- (d) The Union shall indemnify and save harmless the Employer from any claims which may be made against it by an Employee as a result of the deduction or non-deduction of Union dues.

### **5.03 Information**

- (a) In addition to the information provided in 5.02 Dues above, the Employer shall make available to the Union once per term by 15 October, 15 February and 15 June (Fall, Winter, and Spring/Summer), 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.
- (b) 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 Union.

#### 5.04 Resources

- (a) The Union will have access to campus meeting rooms, subject to the University's internal regulations. Requests must not be unreasonably denied.
- (b) 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.
- (c) 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.

#### 5.05 Union Representation

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

### **ARTICLE 6 – No Discrimination, No Harassment, No Violence**

- 6.01 The Employer is committed to providing a working environment that is free from discrimination, harassment and violence. The parties do not condone behaviour that is contrary to the *Human Rights Code*, this Article, the University's workplace policies with respect to harassment, discrimination and violence, or the Occupational Health and Safety Act.
- 6.02 The Employer and the Union agree that there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practiced 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, ancestry, ethnic origin, place of origin, citizenship, disability, language ability, political or religious affiliation or belief, sex (including pregnancy and breastfeeding), sexual orientation, gender identity, gender expression, or marital or family status (including single status), place of residence, record of offences, or by reason of their non-membership or activity in the Union.
- 6.03 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. Consistent with the *Ontario Human Rights Code*, the parties acknowledge that the University has a legal duty to provide accommodation up to undue hardship, and the Union has an obligation to assist in that accommodation. In such situations, the Employee and the University shall meet and make every effort to reach a

resolution. The Employee shall be informed of their right to Union Representation at such meetings.

- 6.04 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.
- 6.05 For the purposes of Article 6.01 and 6.02, harassment is defined under the *Health and Safety Act* as engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome, including sexual harassment as defined in Article 6.06, 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 and the University Sexual Violence 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. "Workplace Harassment" may be related to one or more of the prohibited grounds of discrimination under Article 6.02, and may include a pattern of behaviour, such as bullying, that causes humiliation, embarrassment, or intimidation.
- 6.06 "Sexual Harassment" means,
- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity, or gender expressions, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
  - (b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant, or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.
- 6.07 Any complaint of harassment may be reported and/or investigated under *Carleton's Harassment Prevention Policy*. Alternatively, any complaint of harassment may be grieved using the procedures set out in Article 19: 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.
- 6.08 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*; and
  - Carleton's *Sexual Violence Policy*.

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

- 6.09 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.
- 6.10 If an allegation(s) of a breach of this Article is pursued under the grievance procedure, and those allegations are against the person who would normally deal with the first step of such a grievance, the next level of supervision will hear the grievance.

## **ARTICLE 7 – Strikes and Lockouts**

- 7.01 There will be no strike or lockout declared during the term of this Collective Agreement.
- 7.02 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.

## **ARTICLE 8 – Appointment Processes**

- 8.01 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 candidates(s) and/or with colleagues.
- 8.02 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.
- 8.03 A posting will identify, at a minimum, the following: job title, description of the area or topic of research, salary range, Supervisor and academic unit, bargaining unit, date of posting, and application deadline, 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 website.
- 8.04 All Postdoctoral Fellows within this bargaining unit shall receive a letter of appointment from the Dean of FGPA, which shall include, at a minimum, the following information: job title, description of the area or topic of research, duties and responsibilities of the position,

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 bargaining unit, and a link to the Collective Agreement. A welcome letter for Postdoctoral Fellows from the Union and the Directly Chartered Local PSAC 77000 (per Appendix B) 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 the letter of appointment signaling acceptance of these terms and conditions of employment. The Union shall be copied on all signed letters of appointment within ten business days.

- 8.05 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.
- 8.06 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 short-term appointments to avoid the hiring of a single Employee for a period of twelve (12) months or more.
- 8.07 The Employer is committed to maintaining an appointment and re-appointment process that clearly communicates timelines and expectations, including the Employer's role in the work permit application.

## **ARTICLE 9 – Hours of Work**

- 9.01 The parties recognize that Employees 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**

- 9.02 The normal weekly hours of work are 37.5 hours per week.
- 9.03 The normal weekly hours of work referred to in 9.02 above recognize that the needs of the Employee's research and the needs of the Supervisor's research program may require flexibility in the performance of hours of work.
- 9.04 Where Employees hold part time appointments their hours of work shall be pro-rated.
- 9.05 Employees shall not work more than 48 hours in any one work week, except in exceptional circumstances and as mutually agreed by the Employee and Supervisor in writing.
- 9.06 When a Supervisor has given prior approval for any hours worked in excess of 150 hours in two consecutive pay periods and up to 173 hours, the Employee shall be paid at straight time rates.

- 9.07 No Employee shall work more than 173 hours in two consecutive pay periods without advance written approval from their Supervisor.
- 9.08 An Employee who works in excess of 173 hours in two consecutive pay periods and has complied with 9.06 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.
- 9.09 An Employee 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 by the Employee and their Supervisor.
- 9.10 If a Supervisor requests or approves in writing that an Employee 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.

## **ARTICLE 10 – Academic Freedom**

- 10.01 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.
- 10.02 Academic Freedom does not confer legal immunity, nor does it diminish the obligations of members to meet the duties and responsibilities of their appointments.

## ARTICLE 11 – Rights and Responsibilities of Employees

### 11.01 Primary Employee Activity

The parties recognize that Employees are primarily involved in research and scholarly activity as per the letter of appointment from the Dean, FGPA, which shall include the duties and responsibilities of the position. The employee shall perform their duties and responsibilities within the framework of the research program of their Supervisor. 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 10: Academic Freedom.

### 11.02 Other Employee Activities

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.

11.03 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.

### 11.04 Intellectual Property Rights Relating to Activities

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.

11.05 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. 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 to the *University Policy on the Responsible Conduct of Research* and the *Policy and Procedures Regarding Allegations of Academic Misconduct in Teaching and Research*.

11.06 The Office of the Vice-President (Research and International) supports research activity in the Carleton University faculties. Any disputes arising from the administration of this Article shall first be referred to the appropriate person within the Office of the Vice-President (Research and International) for mediation. The time limits in Article 19: Grievance Procedure, shall be held in abeyance during such mediation.

11.07 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.

11.08 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.

- 11.09 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.
- 11.10 Ownership of commercializable IP, once created, shall be established in writing between the 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.

## **ARTICLE 12 – Working Conditions and Access to Resources**

### 12.01 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.

### 12.02 Campus Card

Members will be entitled to receive a Campus Card.

### 12.03 Athletic Facility

All employees shall have free access to the facilities of Carleton University's Athletic and Physical Recreation Centre. All employees may purchase a cuFIT pass through payroll deduction.

### 12.04 Access to Services

Members will have access to the on-campus health and counselling services for walk-in/urgent care reasons, and to support services provided to all Employees via the Equity Office (e.g. Sexual assault services) and the Educational Development Centre.

Members will have access to the Associate Dean (Student and Postdoctoral Affairs) in the Faculty of Graduate and Postdoctoral Affairs for any issue arising from their appointment at the University.

### 12.05 Library

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

12.06 Email and wireless network

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

12.07 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.

12.08 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 where possible, subject to prior approval of the Supervisor.

12.09 Location of Work

The normal location of work will be on Carleton University campus. The parties recognize that the needs of the Employee's research and the needs of the Supervisor's research program may require flexibility in the location of work. No Employee's request for flexibility in their location of work shall be unreasonably denied.

## **ARTICLE 13 – Professional Development**

13.01 Employment-related training as approved in writing by the Employee's Supervisor(s) is part of normal work hours.

13.02 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.

13.03 Media training as provided from time to time by the Department of University Communications shall be available to Employees at no charge.

13.04 Work-related training is available through many channels. Where the Supervisor(s) requires in writing an Employee to attend a course and/or training as part of their employment, then the Supervisor(s) shall be responsible for the fees associated with the course and/or training.

13.05 Employees shall be eligible for a tuition waiver for Carleton university credit courses up to 0.5 credits per academic year.

13.06 The Employer agrees to provide the following yearly fund, to be administered by the Joint Committee for the Administration of the Agreement (JCAA), to support professional development activities which are not provided to the employee by their supervisor. Any

unused funds shall be carried over and added to the next year's fund, provided that the fund at no time exceeds \$70,000.

Effective May 1, 2018: \$15,000

Effective May 1, 2019: \$25,000

Effective May 1, 2020: \$30,000

Effective May 1, 2021: \$35,000

- 13.07 Criteria, priorities and procedures for application to and distribution of the fund shall be established by the JCAA.

## **ARTICLE 14 – Legal Liability**

- 14.01 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 Canadian Universities Reciprocal Insurance Exchange (CURIE) policies as they currently exist or as they may be amended or substituted from time to time.
- 14.02 A copy of the CURIE policies, as amended or substituted from time to time, shall be provided to the Union.
- 14.03 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.

## **ARTICLE 15 – Probationary Employees**

- 15.01 An Employee shall be considered to be on probation for the first sixty-six (66) days actually worked. An Employee shall serve probation only once with the same Supervisor(s).

The probationary period is intended to be a period of time for the Supervisor(s) to adequately evaluate the Employee's skills and qualifications and to provide the Employee with feedback regarding their performance and suitability for the appointment. If, during the probationary period, a Supervisor considers that an Employee's performance is unsatisfactory, the Supervisor shall provide such feedback and give the Employee the opportunity to improve their performance.

- 15.02 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.
- 15.03 In the event of a decision to dismiss a probationary Employee, the Employer will hold a meeting to advise the Employee. The Employee 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 Employee 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.

- 15.04 Reasons for the dismissal of a probationary Employee shall be in writing with a copy to the Union, and the Employee shall be provided with two (2) weeks' notice or pay in lieu of notice.

## **ARTICLE 16 – Evaluation**

- 16.01 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 Supervisor.
- 16.02 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.
- 16.03 The results of an evaluation shall be shared with the Employee, treated in a confidential manner and placed in the Employee's official Employee File.
- 16.04 An Employee shall be entitled to append their comments to any written evaluation.
- 16.05 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 may be conducted by the Supervisor.

## **ARTICLE 17 – Confidentiality & Access to Personnel Files**

- 17.01 The parties agree that Employees of Carleton University and members of the Union have a reasonable expectation of privacy in their personal communications and files, whether on paper or in an electronic form.
- 17.02 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 requires an Employee to provide information, the Employee shall be advised that they should contact the Union.
- 17.03 Surveillance
- (a) The Employer shall not use surveillance devices to monitor the work of Employees.
- (b) 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 (OHS) as amended from time to time.

17.04 Medical Information

- (a) The Employer agrees that all medical information shall be treated as confidential.

17.05 Employee File

- (a) For each Employee, an official Employee File will reside in the Office of the Faculty of Graduate and Postdoctoral Affairs.
- (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 Employee File with reasonable notice during normal business hours excluding any confidential letters of recommendation.
- (d) No anonymous material shall be included in an Employee's Employee File.

## **ARTICLE 18 – Discipline**

18.01 The Employer will not discipline an Employee without just cause, and shall have due regard for the principle of progressive discipline.

18.02 Nothing in this Article shall be construed to preclude normal discussions between Supervisors and Employees concerning standards, expectations, or performance of work.

18.03 Discipline will be just, reasonable, timely, and commensurate with the offense.

18.04 An Employee facing discipline shall be informed they have the right to Union representation should they so choose.

18.05 The Employer shall give the Employee two (2) working days' notice of any disciplinary meeting or meeting which could reasonably be expected to lead to discipline and shall inform the Employee of their right to Union representation.

18.06 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.

18.07 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.

18.08 No discipline will be based on anonymous or unattributed complaints or information.

18.09 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.

- 18.10 Any material related to discipline will be removed from a member's file eighteen (18) months after the date of the discipline or at the end of the term of the appointment (whichever comes first), provided the offence has not been repeated. Once removed, this material may not be relied upon by the Employer in any capacity.

## **ARTICLE 19 – Grievance Procedure**

### **19.01 Definition**

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

The Union has carriage of grievances filed by members or by the Union. 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 Employee must have the approval of, and be represented by, the Union.

### **19.02 Union Representation**

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

A Union representative shall obtain the permission of their Supervisor before leaving their 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.

### **19.03 Complaint Stage**

An Employee who feels aggrieved shall attempt to resolve the matter informally with their Supervisor. An Employee Grievance (as defined in Article 19.04) shall not be considered at Step 1 (as defined in Article 19.05) or higher unless it includes evidence of an attempt to resolve the matter at the Complaint Stage. For grievances involving alleged harassment, discrimination, or workplace violence, the Complaint Stage will be optional.

### **19.04 Types of Grievance**

#### **Employee Grievances**

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

#### **Group Grievances**

Any dispute affecting a group of Employees which is taken up on their behalf by the Union constitutes a group grievance. A group grievance may be presented directly at Step 1 (as defined in Article 19.05) within twenty (20) working days of the date when the

circumstances giving rise to the grievance could reasonably have become known by the Employees.

#### Union Grievances

A grievance arising directly between the Union and the Employer, which could not form the subject of an individual or group grievance, may be presented as a Union grievance directly at Step 3 (as defined in Article 19.07) within twenty (20) working days of the date when the circumstances giving rise to the grievance could reasonably have become known by the Union.

#### Employer Grievances

A grievance arising directly between the Employer and the Union may be presented as an Employer grievance directly at Step 3 (as defined in Article 19.07) to the Union within twenty (20) working days of the date when the circumstances giving rise to the grievance could reasonably have become known by the Employer.

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

#### 19.05 Step 1

An Employee and Union representative may present a grievance in writing to the 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 Employee. The 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 Manager, Labour Relations (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.

#### 19.06 Step 2

If the Employee or Employees are not satisfied with the response at Step 1, they and the Union 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 Manager, Labour Relations (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.

#### 19.07 Step 3

If the grievor (Employee, Employees, Union or Employer) 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: (i) Director, Labour Relations (Human Resources), and (ii) Provost and Vice-President (Academic) or their designate. 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.

The grievance procedure is considered to be exhausted after the last day on which 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 20: Arbitration.

#### 19.08 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 Union representative. If the responding party consents, for exceptional circumstances, a grievance may be presented directly at Step 3.

#### 19.09 No grievance shall be deemed to be lost due to minor technical irregularities.

#### 19.10 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.

#### 19.11 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 19.05 commence.

## **ARTICLE 20 – Arbitration**

20.01 Either of the parties may, within fifteen (15) working days after the grievance procedure under Article 19 has been exhausted, notify the other party in writing of its desire to submit the grievance to arbitration.

20.02 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.

- 20.03 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.
- 20.04 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.

## **ARTICLE 21 – Joint Committee for the Administration of the Agreement (JCAA)**

- 21.01 A JCAA composed of six (6) representatives, three from each party, shall be established within sixty (60) days of the signing of this Agreement.
- 21.02 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.
- 21.03 The parties agree that any change contemplated by Carleton University that impacts either the working conditions of Postdoctoral Fellows, and which is brought to PSAC for discussion, will be brought to the JCAA for meaningful consultation with the Union prior to being implemented.
- 21.04 The JCAA shall meet as necessary, but normally at least four (4) times per year. Special meetings may be called by either party on five (5) days written notice or by mutual consent to deal with particular issues. A quorum shall consist of two (2) representatives of each party.
- 21.05 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.

## **ARTICLE 22 – Negotiation Procedures**

- 22.01 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.
- 22.02 The parties will bargain in good faith.
- 22.03 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.

22.04 Meetings shall be held at a time and place fixed by mutual consent.

22.05 Nothing in this Agreement shall prevent its subsequent amendment by mutual agreement.

## **ARTICLE 23 – Health & Safety**

23.01 The 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.

23.02 The parties shall co-operate in establishing rules and practices which promote the safety and health of Employees.

These rules and practices include all training provided by the Employer as mandated by legislation (hereafter referred to as compliance training) and further training required by the Employer. Such compliance training currently includes but is not limited to:

- (i) Workplace Violence and Harassment Prevention 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 in accordance with legislative requirements and best practices. The Union will receive written notification within two (2) weeks of the Employer acting upon such amendments. Where possible the Employer will meaningfully consult with the Union concerning matters related to the development and/or implementation of compliance training and further training required by the Employer.

Time spent by an employee completing compliance training shall be deemed to be time worked.

23.03 The Union shall be entitled to elect or appoint an Employee as a representative to the Joint Health and Safety Committee (JHSC).

23.04 All time spent by a PSAC 77000 representative on the JHSC as time authorized by the Director, Environmental Health & Safety as is necessary to carry out their duties under the OHSA as per 23.01 above, shall be deemed time worked.

Any overtime incurred as a result of training activities must be pre-approved by the Supervisor and the Director, Environmental Health & Safety. Such approval shall not be

unreasonably withheld.

## **ARTICLE 24 – Leaves**

24.01 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.

### 24.02 Sick Leave

Employees are entitled to eight (8) working days of sick leave with pay per calendar year. Employees shall notify their Supervisor of their absence. The Employer may request a medical certificate indicating that the Employee is unable to fulfil their duties, for absences of greater than five (5) consecutive working days.

### 24.03 Bereavement Leave

Employees who experience the death of a family member as defined in Article 2.12 shall be entitled to five (5) working days of bereavement leave with pay for the purposes of grieving and administering bereavement responsibilities.

### 24.04 Personal Emergency Leave

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 ten (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 24.04 (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.

#### 24.05 Jury Leave

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.

#### 24.06 Union Leave

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.

#### 24.07 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 twenty-six (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 24.07(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 24.07(a) dies.

- ii. The last day of the week in which the period referred to in 24.07(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 24.07(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 24.07(a) as soon as possible.
- (i) If an Employee takes a leave under this section and the individual referred to in Article 24.07(a) does not die within the period referred to in Article 24.07(a), the Employee may, in accordance with this section, take another leave and, for that purpose, the reference in Article 24.07(d) to “the first certificate” shall be deemed to be a reference to the first certificate issued after the end of that period.

#### 24.08 Public Holidays

- (a) In accordance with the Employment Standards Act 2000, S.O. 2000, c. 41, Employees are entitled to the following paid Public Holidays:
  - New Year’s Day
  - Family Day
  - Good Friday
  - Victoria Day
  - Canada Day
  - Civic Holiday
  - Labour Day
  - Thanksgiving Day
  - Christmas Day
  - Boxing Day
- (b) If a public holiday falls on a day that would ordinarily be a working day for an Employee, 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 24.08(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.

- (d) Should an Employee be required to work on a public holiday, the 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. Alternatively, if the Employee and the Employer agree, the Employer shall pay to the Employee the regular pay for the day at time and one half (1.5x) for each hour worked on that day.
- (e) Where possible the Employer shall provide additional time off during the Christmas/New Year period.

#### 24.09 Reservist Leave

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

#### 24.10 Vacation

Employees shall receive a vacation entitlement as follows:

- i. For appointments of twelve (12) months or longer: Employees are entitled to fifteen (15) days of paid vacation per year. The employee and faculty supervisor shall ensure that full vacation entitlements are scheduled and taken before the completion of the term. In scheduling vacation leave, the Employer shall make every reasonable effort to ensure that approval of an employee's request is not unreasonably denied.
- ii. This amount will be pro-rated for contracts of less than one calendar year.
- iii. Unused vacation time can only be carried forward with the express written consent of the Supervisor.

#### 24.11 Personal Leave

Employees are entitled to three (3) days of personal leave with pay per calendar year. Unused personal leave shall not be carried forward into the next year.

#### 24.12 Domestic or Sexual Violence Leave

Employees are entitled to Domestic or Sexual Violence Leave in accordance with the *Employment Standards Act, 2000*, S.O. 2000, c.41 as amended from time to time.

## **ARTICLE 25 – Pregnancy and Parental Leave**

### **Pregnancy Leave**

- 25.01 A pregnant Employee is entitled to a leave of absence without pay unless her due date falls fewer than thirteen (13) weeks after she commenced employment.
- 25.02 An Employee may begin her pregnancy leave no earlier than the earlier of
- (a) the day that is seventeen (17) weeks before her due date; and
  - (b) the day on which she gives birth.
- 25.03 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.
- 25.04 An Employee wishing to take pregnancy leave shall give the Employer,
- (a) written notice at least two (2) 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.
- 25.05 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 (2) 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 (2) weeks before the day set out in the original notice.
- 25.06 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 25.04 does not apply and the Employee shall, within two (2) 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.
- 25.07 An Employee's pregnancy leave ends,

- (a) if she is entitled to parental leave, seventeen (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. seventeen (17) weeks after the pregnancy leave began, and
    - ii. six (6) weeks after the birth, still-birth or miscarriage.
- 25.08 An Employee may end her leave earlier than the day set out in Article 25.07 by giving her Employer written notice at least four (4) weeks before the day she wishes to end her leave.
- 25.09 An Employee who has given notice under Article 25.08 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 (4) 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 (4) weeks before the day indicated in the original notice.
- 25.10 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.
- 25.11 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.
- 25.12 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

- 25.13 An Employee who has been employed for at least thirteen (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.
- 25.14 An Employee may begin parental leave no later than up to seventy-eight (78) weeks after the day the child is born or comes into the Employee's custody, care and control for the first time.
- 25.15 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.

- 25.16 Subject to Article 25.18, an Employee wishing to take parental leave shall give the Employer written notice at least two (2) weeks before the day the leave is to begin.
- 25.17 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 (2) 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 (2) weeks before the day set out in the original notice.
- 25.18 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 stop working; and
  - (b) the Employee must give the Employer written notice that they are taking parental leave within two weeks after stopping work.
- 25.19 An Employee's parental leave ends no later than sixty-one (61) weeks after it began, if the Employee also took pregnancy leave, and no later than sixty-three (63) weeks after it began, otherwise.
- 25.20 An Employee may end their parental leave earlier than the day set out in 25.21 by giving the Employer written notice at least four weeks before the day they wish to end the leave.
- 25.21 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 (4) 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 (4) weeks before the day indicated in the original notice.
- 25.22 An Employee who takes parental leave shall not terminate their employment before the leave expires or when it expires without giving the Employer at least four (4) weeks' written notice of the termination.

## **ARTICLE 26 – Pay Administration**

- 26.01 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 15<sup>th</sup> of the month and the next-to-last banking day prior to the end of the month. The Employer will require that Employees designate a financial institution of the Employee's choice for payment by direct deposit.

- 26.02 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 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.
- 26.03 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.

## **ARTICLE 27 – Benefits**

- 27.01 Employees hired under this Collective Agreement will have access to the Active Postdoctoral Fellows Health and Dental Plan as amended from time to time. The Employer shall contribute 65% of the cost of premiums and the balance shall be contributed by the Employee. Effective May 1, 2019, the Employer shall contribute 70% of the cost of premiums and the balance shall be contributed by the Employee.

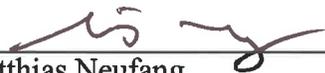
## **ARTICLE 28 – Duration & Renewal**

- 28.01 Except as specifically otherwise provided herein, this Agreement shall come into force on the date of ratification, and shall remain in effect until 30 April 2022, 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. For the purposes of this article the date of ratification shall be defined as the date upon which the Union ratifies the Agreement.
- 28.02 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.
- 28.03 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.

# THIS COLLECTIVE AGREEMENT

SIGNED at Ottawa Ontario, this 28 day of March, 2019.

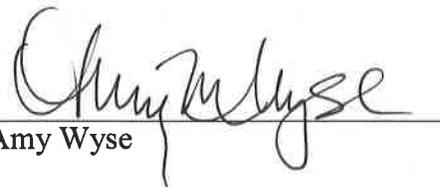
FOR THE EMPLOYER

  
\_\_\_\_\_  
Matthias Neufang

  
\_\_\_\_\_  
Ali Arya

  
\_\_\_\_\_  
Joanne Bree

  
\_\_\_\_\_  
Karen Schwartz

  
\_\_\_\_\_  
Amy Wyse

FOR THE UNION

  
\_\_\_\_\_  
Ashley Bickerton

  
\_\_\_\_\_  
Donald A. Fowler

  
\_\_\_\_\_  
Greg McGillis

## APPENDIX A- Salary

<b>Effective May 1, 2018 Minimum Annual Salary</b>	<b>Effective May 1, 2019 Minimum Annual Salary</b>	<b>Effective May 1, 2020 Minimum Annual Salary</b>	<b>Effective May 1, 2021 Minimum Annual Salary</b>
\$34,200	\$34,884	\$35,582	\$36,293

### Economic Increase:

Effective May 1, 2018 each active Employee will receive an annual wage increase of 2%  
Effective May 1, 2019 each active Employee will receive an annual wage increase of 2%  
Effective May 1, 2020 each active Employee will receive an annual wage increase of 2%  
Effective May 1, 2021 each active Employee will receive an annual wage increase of 2%

## **APPENDIX B – Welcome Letter to new Postdoctoral Fellows**

Dear Postdoctoral Fellow,

Welcome to Carleton University!

As a postdoc at Carleton, you are represented by the Public Service Alliance of Canada and entitled to membership in PSAC Local 77000.

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.

In solidarity, Donald A. Fowler,  
President, PSAC Local 77000  
(P): 613-276-5973  
(E): [president.psac77000@gmail.com](mailto:president.psac77000@gmail.com)

In solidarity, Alberto Tonerio,  
Vice-President, PSAC Local 77000  
(P): 613-698-1036  
(E): [vp.psac77000@gmail.com](mailto:vp.psac77000@gmail.com)

In solidarity, Caroline Bédard (until December 2019)  
Regional Representative PSAC-National Capital Region  
(W) 819-317-1723  
(E): [BedardC@psac-afpc.com](mailto:BedardC@psac-afpc.com)

In solidarity, Anne-Marie Grondin  
Regional Representative PSAC-National Capital Region  
(W): 819-777-4647  
(C): 613-296-1802  
(E): [GrondiA@psac-afpc.com](mailto:GrondiA@psac-afpc.com)

Website: <https://carletonpostdocassociation.wordpress.com/>

## APPENDIX C – Copy of Labour Relations Board Order



### ONTARIO LABOUR RELATIONS BOARD

OLRB Case No: **0905-12-R**

**Carleton University Postdoctoral Association, Applicant v Carleton University, Responding Party**

#### CERTIFICATE

The Board certifies:

**Carleton University Postdoctoral Association**

as the bargaining agent for the following bargaining unit:

all persons employed as Post-Doctoral Fellows by Carleton University, in the City of Ottawa, save and except the following:

- (a) Persons to 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 Note.*

(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.

This certificate is subject to the terms and qualifications set out in the Board's Decision(s) in this matter.

**DATED:** October 14, 2014



**ONTARIO LABOUR RELATIONS BOARD**

Peter Gallus

Registrar

**LOA #1 – Access to Services - University’s Employee and Family Assistance Program**

**Letter Of Agreement (“LOA”)**

**Re: Access to Services - University’s Employee and Family Assistance Program**

**Between**

**Carleton University (“the Employer”)**

**And**

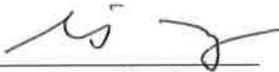
**PSAC Local 77000 (“the Union”)**

**Hereinafter referred to as “the Parties”**

The Parties agree that Postdoctoral Fellows shall be provided access to the University’s Employee and Family Assistance Program on the same basis as other qualifying employees at Carleton University. The terms of the University’s Employee and Family Assistance Program may change, be altered or discontinued at any time. In the event that modifications are made to the University’s program, they shall be communicated in advance to the Union.

For the University:

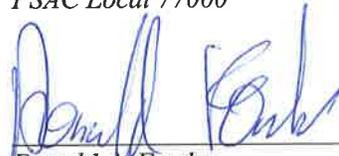
For the Union:



*Dr. Matthias Neufang  
Chief Negotiator  
Carleton University*



*Dr. Ashley Bickerton  
Chief Negotiator  
PSAC Local 77000*



*Donald A. Fowler  
Bargaining Team Member*

**Memorandum of Understanding (MoU)**

**Between**

**Carleton University (CU)**

**And**

**Carleton University Postdoctoral Association (CUPA)**

RE: Clarify 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

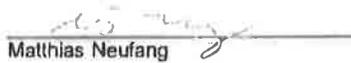
  
Robert Ramsay

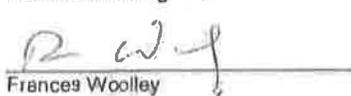
  
Judith Brown

  
William Leight

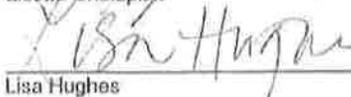
FOR THE EMPLOYER

  
Mark Forbes

  
Matthias Neufang

  
Frances Woolley

  
Loretta Chaluplak

  
Lisa Hughes