

COLLECTIVE AGREEMENT

BETWEEN

COLLEGIUM OF THE UNIVERSITY OF ST. MICHAEL'S COLLEGE

- and -

CUPE LOCAL 3902 (UNIT 4)

July 1, 2017 - December 31, 2020

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COLLECTIVE AGREEMENT BETWEEN

**UNIVERSITY OF ST. MICHAEL'S COLLEGE
(hereinafter called "the Employer")**

- and -

**CUPE LOCAL 3902 (UNIT 4)
(hereinafter called "the Union")**

ARTICLE 1: GENERAL PURPOSE

1.01 The purpose of this Collective Agreement is to establish an orderly collective bargaining relationship between the Employer, the University of St. Michael's College (USMC), and employees represented by the Union.

ARTICLE 2: RECOGNITION

2.01 The Employer recognizes the Canadian Union of Public Employees Local 3902 as the sole and exclusive collective bargaining agent for all employees of the Collegium of the University of St. Michael's College in the City of Toronto engaged in teaching, demonstrating, tutoring, or marking/grading, save and except:

- (a) persons who hold tenured or tenure-stream appointments to the University of St. Michael's College faculty;
- (b) persons who hold contractually limited term appointments to the University of St. Michael's College faculty for a term of employment on contracts of one year or more;
- (c) emeritus professors of the University of St. Michael's College;
- (d) visiting professors;
- (e) persons engaged on an occasional basis by virtue of their particular special expertise to give an occasional or guest lecture or an occasional or guest seminar;
- (f) status-only appointments;
- (g) persons employed in the continuing education genealogy program affiliated with the National Institute for Genealogical Studies;
- (h) persons who exercise managerial functions or who are employed in a confidential capacity in matters related to labour relations;

- (i) persons for whom any other trade union held bargaining rights apply under the *Labour Relations Act* as of 18 May 2011.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the right of the Employer to maintain order and efficiency; hire, classify, transfer, promote, demote, layoff, discipline, suspend, or discharge employees; establish and enforce rules and regulations, consistent with the provisions of this Collective Agreement, which govern the conduct of the employees; and generally to manage and operate the University of St. Michael's College. The Employer agrees to exercise these rights in a manner which is reasonable and consistent with the provisions of this Collective Agreement.

ARTICLE 4: NO DISCRIMINATION

- 4.01 (a) The Employer and the Union agree that there shall be no discrimination, interference, restriction, coercion, or harassment exercised or practised in any matter concerning the application of the provisions of this Collective Agreement by reason of age, race, creed, colour, national origin, language of origin, ethnic origin, ancestry, citizenship, religious or political affiliation or belief, sex, gender, marital (as defined by law) or parental status, number of dependants, sexual orientation, gender identity and expression, personal appearance, mode of dress, place of residence, academic school of thought, disability (including AIDS/HIV status), record of offences unless the employee's record of offences is a reasonable and bona fide qualification because of the nature of employment, nor by reason of the employee's non-membership, membership, or activity in the Union.
- (b) The Employer will accommodate disability to the point of undue hardship.
- (c) The Employer and the Union recognize that an individual has the right to determine their own gender identity.

SEXUAL HARASSMENT

- 4.02 Sexual harassment shall be considered discrimination under Article 4.01.
- 4.03 The Employer will provide an environment where members of the Bargaining Unit are not subjected to sexual violence and sexual harassment. Bargaining unit employees will not engage in sexual violence or sexual harassment. In assessing whether sexual violence or sexual harassment may have occurred, the definitions and standards set out in the Ontario Human Rights Code, the Occupational Health and Safety Act and the University of St. Michael's College on Sexual Violence and Sexual Harassment, as they exist from time to time, although they do not form part of the Collective Agreement, shall be considered, including by an Arbitrator in any arbitration pursuant to this section.

For clarity, the University of St. Michael's College's current policy on Sexual Violence and Sexual Harassment defines "sexual violence" as meaning: "any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes Sexual Assault, Sexual Harassment, stalking, indecent exposure, voyeurism, and sexual exploitation."

For clarity, the current Ontario Human Rights Code provides that "every person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by his or her employer or agent of the employer or by another employee." For further clarity, the current Ontario Human Rights Code defines harassment as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome." For further clarity, the University's current Policy on Sexual Violence and Sexual Harassment defines "sexual harassment" as including: "any sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advancement knows or ought reasonably to know that it is unwelcome. Sexual harassment also includes a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance, where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person."

- 4.04
- (a) Employees making a Report under the University's Policy on Sexual Violence and Sexual Harassment shall have the right to be accompanied by a Union representative at any stage of the process.
 - (b) An employee who makes a Report of sexual violence or sexual harassment, may request, through the Union, to discontinue contact with the Respondent. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any academic or other penalty. The Employer and the Union agree to treat requests to discontinue contact as confidential to those directly involved.
 - (c) The time limit for making a Report under the university's Policy on Sexual Violence and Sexual Harassment or filing a grievance alleging sexual violence and/or harassment under this Collective Agreement shall be no longer than six (6) months after the occurrence of the matter that is the subject of the Report /grievance. Where the alleged harasser is the immediate supervisor of the complainant/grievor, the time limit to make a Report or file a grievance shall be no longer than twelve (12) months after the occurrence of the matter that is the subject of the Report/grievance.

Notwithstanding Article 13.05 of this Collective Agreement, a grievance alleging sexual violence or sexual harassment shall be filed at Step 3. The USMC President and Vice-Chancellor (or designate) will give a written

decision to the Chair or Grievance Officer of the Union within sixty (60) working days of receipt of the written grievance. If the grievance remains unresolved, the Union may refer the grievance to arbitration pursuant to Article 14 of this collective agreement.

- (d) During any steps taken to resolve the situation, employees shall have the right to be accompanied by a Union representative.
- (e) No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration processes as it relates to this Article.
- (f) Witnesses who give information and/or evidence in a complaint of sexual violence and/or sexual harassment are protected from reprisal in accordance with the provisions of the *Ontario Human Rights Code* (R.S.O. 1990, CHAPTER H.19) as set out in Section 8.
- (g) In the event the Employer decides to investigate a Report of sexual violence and/or sexual harassment under the Policy on Sexual Violence and Sexual Harassment, where both the Complainant and the Respondent are employees covered by this Collective Agreement such bargaining unit employee shall be entitled to raise an objection to the Employer's choice of investigator on the basis of procedural fairness with respect to the choice of investigator, within six (6) working days of being notified of the choice of investigator. The Complainant or Respondent making such objection shall provide the reasons and grounds therefor. The Employer shall give due consideration to all such objections and respond in writing within four (4) working days of receiving the objection. In its response, the Employer shall either replace the investigator or provide the rationale for the Employer's decision not to replace the investigator. All objections and related correspondence and decisions will be retained for the record.

BULLYING AND PERSONAL HARASSMENT

- 4.05
- (a) The Employer will provide an environment where members of the bargaining unit are not subjected to bullying and personal harassment. Bullying and personal harassment are defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.
 - (b) An employee may file a grievance alleging a course of conduct amounting to bullying and personal harassment. Bullying and personal harassment grievances will follow the steps as laid out for individual grievances under Article 13. Where the alleged harasser is the person who would normally deal with a step of such grievances, the grievance shall automatically be sent forward to the next step.
 - (c) Where an employee believes that they have been the victim of bullying/harassment, they may request, through the Union, to discontinue contact

with the alleged bully/harasser. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any academic or other penalty. The Employer and the Union agree to treat requests to discontinue contact as confidential to those directly involved.

- (d) The time limit for filing a grievance alleging bullying/harassment under this Collective Agreement shall be no longer than six (6) months after the occurrence of the matter that is the subject of the complaint/grievance. Where the alleged harasser is the immediate supervisor of the complainant/grievor, the time limit to file a complaint or grievance shall extend to twelve (12) months.
- (e) During any steps taken to resolve the situation, employees shall have the right to be accompanied by a Union representative.
- (f) Witnesses who give information and/or evidence in a bullying/harassment complaint are protected from reprisal in accordance with the provisions of the *Ontario Human Rights Code* (R.S.O. 1990, CHAPTER H.19) as set out in Section 8.

For clarity, it is possible for bullying/harassment to occur while on University of St. Michael's College premises and in work-related activities or social events occurring off-campus. For further clarity, bullying/harassment that occurs through electronic means is covered by this Article.

BULLYING, HARASSMENT, AND SEXUAL HARASSMENT ARBITRATION

- 4.06 In the event that a grievance alleging bullying, harassment, or sexual harassment is referred to arbitration, Sole Arbitrators shall be selected in rotation from the following list:

Eli Gedalof
Paula Knopf
John Stout

If the person selected is unavailable within a reasonable time, the next person on the list shall be selected. Should none of the above be available within a reasonable time, the parties may select a mutually agreeable alternative. In any event, the parties shall attempt to select a Sole Arbitrator within twenty (20) working days of the notice of intent to proceed to arbitration. In the event that the parties are unable to agree on a hearing within a reasonable time, either party may request that the Minister of Labour appoint a Sole Arbitrator.

ARTICLE 5: NO STRIKES, NO LOCKOUTS

- 5.01 The Employer undertakes that there will be no lockout as defined in the *Labour Relations Act* during the term of this Collective Agreement. The Union

undertakes that there will be no strike as defined in the *Labour Relations Act* during the term of this Collective Agreement.

ARTICLE 6: UNION SECURITY

- 6.01 (a) Membership in the Union shall be on a voluntary basis; however, as a condition of employment, each employee shall have deducted by the Employer from each pay during the term of the Agreement an amount equivalent to the Union dues or any assessments as are uniformly levied upon all members of the Union in accordance with its Constitution and By-laws. The amount of such dues shall be certified to the Employer in writing by the Secretary Treasurer of the Union. Notice of any change in dues must be provided in writing to the Employer by the Secretary Treasurer of the Union. Where the change is solely a change in the percentage rate of dues deducted, it shall be effective on the first day of the month following the period of thirty (30) days from actual receipt of the notice; other changes shall be effective on the first day of the month following the period of sixty (60) days from actual receipt of the notice. The Employer shall not be required to implement any change in dues affecting only a portion of the pay
- (b) The Employer shall remit the amounts deducted in accordance with this Article to the Union prior to the 15th day of the month following the month in which the deductions were made.
- (c) Each remittance to the Union shall be accompanied by an electronic list of the employees from whose pay the deductions have been made. This list shall include names; salaries; classifications; home addresses; telephone numbers (when available); home e-mail addresses; and Department-of-employment designations that arise from normal processing of employment forms in accordance with the practices and procedures established by the Employer and term of employment, in an Excel spreadsheet. The Employer agrees to provide the Union with two (2) months' advance notice of its intention to alter the form and/or format. In addition, the Employer agrees to provide the Union with copies of all accepted letters of offer made to members of the bargaining unit at the earliest possible date.
- 6.02 The Employer recognizes the Union's interest in the format specified in 6.01 and undertakes to consider fully the Union's statement of impact in response to any proposed change to that format.
- 6.03 All enquiries concerning Union dues or dues deductions should be directed to CUPE/SCFP Local 3902, 208 Bloor Street West, 3rd Floor, Toronto, Ontario M5S 3B4, telephone: 416-593-7057, email: info@cupe3902.org.
- 6.04 The Union will indemnify and save the Employer harmless from any and all claims which may be made against it by an employee(s) for amounts deducted from pay as provided for in this Article.

- 6.05 The Employer shall provide a bulletin board on the first floor of Kelly Library marked “CUPE Local 3902” for official union notices.
- 6.06 Upon ratification of this Collective Agreement, the Employer agrees to pay one thousand dollars (\$1,000) to the Union in full satisfaction of its contribution to the cost of collective bargaining.

ARTICLE 7: INFORMATION TO EMPLOYEES

- 7.01 The Employer agrees to inform all applicants, prospective members of the bargaining unit and new employees that a Collective Agreement is in effect.

A searchable electronic copy of the Collective Agreement shall be provided to each new employee at the email address provided by the employee.

The Collective Agreement will be posted on the Employer’s Human Resources website in a searchable format and a link to said website will be provided to all employees in the bargaining unit in their employment contracts.

The University will provide the Union with fifty (50) printed copies of the Collective Agreement.

- 7.02 The Employer shall provide to all employees a one page (letter-size, double-sided) statement about the Union, prepared by the Union, provided that the statement is first forwarded to the Manager of Human Resources (or designate) for information and for approval as to its factual accuracy. If the Manager of Human Resources (or designate) has concerns about the statement prepared by the Union, it is agreed that the Manager of Human Resources (or designate) will contact the Union to resolve the issue. The letter shall be provided preferably at/or prior to the time the employee receives their written job offer of an appointment in this bargaining unit, but in any event, no later than the earlier of the start of duties or receipt of a Description of Duties and Allocation of Hours form (see Appendix D) where applicable.

ARTICLE 8: CORRESPONDENCE

- 8.01 All correspondence between the parties arising out of this Collective Agreement or incidental thereto, shall pass to and from the Manager, Human Resources, and the Chair (or designate) of the Union, and shall be deemed received three (3) working days after the date of posting.

ARTICLE 9: LABOUR MANAGEMENT RELATIONS

- 9.01 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. The Employer shall not meet with any employee or group of employees undertaking to represent the Union without the proper authorization of the Union. In representing an employee or group of employees, a representative of the Union

shall be the spokesperson. In order that this may be carried out, the Union shall supply the Employer with the names of its Officers and representatives. Likewise, the Employer shall supply the Union with a list of its Designated Authorities. Neither the Union nor the Employer shall be required to recognize such representatives until written notification has been received.

- 9.02 The Union and the Employer acknowledge the mutual benefit of joint consultation and agree, therefore, that there shall be a joint labour/management committee consisting of up to three (3) representatives from and selected by each party. Meetings shall be arranged at the request of either party through the Manager of Human Resources, by submitting in writing the topics to be discussed. Such meetings shall take place, at a mutually agreeable time, within ten (10) working days of the receipt of the request for the meeting. Meetings shall not be used to discuss matters which are the subject of a grievance nor to discuss any matters which are, at the time, the subject of collective bargaining. The committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions, and shall not have the power to add to or modify the terms of this Collective Agreement. A representative of each party shall be designated Co-Chairperson, and the two persons so designated shall alternate in presiding over meetings.

ARTICLE 10: UNION REPRESENTATION

- 10.01 The Employer acknowledges the rights and duties of Union Stewards, the Grievance Officer, and the Grievance Committee to assist in the administration of this Collective Agreement and preparing and presenting grievances in accordance with the Grievance Procedure.
- 10.02 Upon request from the Stewards, the Grievance Officer, and member(s) of the Grievance Committee, the Principal or designate shall meet with the Steward(s) and/or other designated Union Official(s) within five (5) working days.
- 10.03 The Union shall notify the Employer, in writing, of the name of each Steward, the Steward's department of employment, the department or departments the Steward represents, and the names of the members of the Grievance Committee. Upon such notification the Employer shall be required to recognize such Stewards or Grievance Committee members. The Union agrees that Stewards will be members of Unit 4.

ARTICLE 11: ACADEMIC FREEDOM

- 11.01 All members of CUPE 3902 Unit 4 engaged in teaching or related duties have the right of freedom of speech and expression as defined by the law in the exercise of their duties. Members employed in the Faculty of Theology shall exercise their academic freedom in accordance with the provisions of Ex Corde Ecclesiae and Ordinances as issued by the Canadian Conference of Catholic Bishops.

11.02 Further, the parties to this Collective Agreement acknowledge that the University of St. Michael's College is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge. To this end, they agree to abide by the principles of academic freedom as expressed in the following statement with respect to all Course Instructors: academic freedom is the freedom to examine, question, teach, and learn, and it involves the right to investigate, speculate, and comment without reference to prescribed doctrine, as well as the right to criticize the University of St. Michael's College, and society at large. Specifically, and without limiting the above, academic freedom entitles Course Instructors to:

- (a) freedom in carrying out their assigned teaching;
- (b) freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual nor does it preclude commitment on the part of the individual. Rather academic freedom makes such commitment possible.

11.03 Course Instructors' professional obligations and responsibilities to the University of St. Michael's College shall encompass teaching, which includes, without being restricted to, responsibilities as follows:

An employee shall carry out his or her responsibility for teaching with all due attention to the establishment of fair and ethical dealings with students, taking care to make himself or herself accessible to students for academic consultation, to inform students adequately regarding course formats, assignments, and methods of evaluation, to maintain teaching schedules in all but exceptional circumstances, to inform students adequately of any necessary cancellation and rescheduling of instructions and to comply with established procedures and deadlines for determining, reporting, and reviewing the grades of his or her students.

In performance of their duties, they shall deal fairly and ethically with their colleagues, shall avoid discrimination, shall not infringe their colleagues' academic freedom, and shall observe appropriate principles of confidentiality.

ARTICLE 12: PROGRESSIVE DISCIPLINE

12.01 The Employer shall not discipline without just cause, and shall have due regard for the principles of progressive discipline.

12.02 Progressive discipline refers to the concept of disciplinary measures being corrective in nature, proportional to the seriousness of the issue, and may increase in severity in the event of repetition of the same or similar occurrences. The Employer reserves the right to respond to serious circumstances as necessary having regard for the severity of the conduct in question and the relevant mitigating and aggravating factors, if any.

Discipline will normally follow investigation and discussion with the employee with the objective of resolving the matter and/or correcting the behaviour. Such steps may include warnings, suspensions, and/or discharge.

- 12.03 An employee who is disciplined shall receive a copy of any written disciplinary notice, and the reasons therefore. The Union will also be sent an electronic copy of the notice within one (1) working day (24 hours) of the notice being sent to the employee.
- 12.04 When the Employer summons an employee for an interview to investigate a matter which may be the subject of disciplinary action which will be recorded in the employee's employment file, the Employer will inform the employee of the employee's right to have the employee's Union Steward (or other Union Representative) present, and will inform the employee, in writing, of the nature of the allegations to be discussed. If the employee requests representation by the employee's Union Steward (or other Union Representative), the Employer will arrange for such representation without undue delay, and without further discussion of the matter with the employee concerned.
- 12.05 If the investigation and/or meeting does not result in disciplinary action, including an oral or written warning, then all record of the matter and the interview will be destroyed. The Employer will remove warnings and reprimands from an employee's personnel file that are more than thirty-six (36) months old, unless the employee has a subsequent warning for a similar offence during that period.
- 12.06 All disciplinary investigations shall be treated as confidential.
- 12.07 Nothing in this Article shall be construed in such a manner as to prevent the normal discussion between supervisors and employees concerning standards, expectations, or performance of work. The supervisor may investigate, identify, and comment on unacceptable or unsatisfactory acts or omissions and set a reasonable time in which to correct the problem.
- 12.08 The Principal, Vice-President, or designate shall be the sole authority responsible for issuing warnings, reprimands, or more serious disciplinary sanctions. The Principal, Vice-President, or designate may take into account, when setting a reasonable time for improvement, the discussions that have taken place between the supervisor and the employee on this matter.

ARTICLE 13: GRIEVANCE PROCEDURE

- 13.01 (a) A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or any other oral or written negotiated agreements between the Union and the Employer. Notwithstanding rights conferred under this Collective Agreement, only current employees may file a grievance except as set out in 13.01 (b) below

- (b) For the purposes of grievances alleging a violation of the hiring provisions, a past employee must have been employed for at least two (2) months within the past thirty-six (36) months to be eligible to file an individual grievance at Step 1 as per Article 13.05.

FAIR AND PROMPT SETTLEMENT

- 13.02 An earnest effort shall be made by the Employer and Union to settle grievances fairly and promptly in the following manner:

STATEMENT OF GRIEVANCE

- 13.03 The statement of grievance submitted by the Union or Employer, and signed by the grievor(s), must contain the following: date of filing, nature and type of grievance (e.g., individual, group, policy), the article(s) of the Collective Agreement alleged to have been violated, a statement of the particular facts relevant to the grievance, including dates, and the remedy sought. The grievance must be set out in a manner which is clearly identified as a grievance.

TIME LIMITS - GRIEVANCE PROCEDURE

- 13.04 Time limits as specified in this Article are directive in nature within the context of the mutual desire of the parties to address grievances as quickly as possible. Time limits are not triggered until the Union has been formally notified by the Employer of its members at the beginning of each term. Where no answer is given within the time limit specified, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure. Saturdays, Sundays, and University holidays will not be counted in determining the time within which action is to be taken or completed under the Grievance Procedure. No grievance may be submitted to arbitration which has not been properly carried through all the requisite steps of the Grievance Procedure.

INDIVIDUAL GRIEVANCES

- 13.05 Grievance Procedure

The office holder or designate at any Step of the grievance procedure shall not be the same person as the designate at a previous Step of the grievance procedure. If this requirement cannot be met in the judgment of the Employer the grievance will be advanced to the next Step of the grievance procedure in accordance with the Collective Agreement.

Step 1) If a past or present employee has a grievance (the grievor), the grievor shall, within twenty (20) working days after the occurrence of the matter, present a written grievance to the appropriate Program Director. The Program Director will give a written decision to the grievor and the grievor's Steward or other designated Union representative within ten (10) working days of receipt of the grievance at Step 1. If there is no Program Director, the grievance will be initiated at Step 2 within the same timeline of twenty (20) working days.

Step 2) If the grievance is not resolved at Step 1 or there is no Program Director, the written grievance may be referred to the Dean of Theology or Principal of USMC as appropriate. The Dean of Theology or Principal of USMC will give a written decision to the grievor and the grievor's Steward or other designated Union representative within ten (10) working days of receipt of the grievance at Step 2.

Step 3) If the grievance is not resolved at Step 2, the written grievance may be referred to the President of USMC or designate, transmitted by a letter signed by the Chair or Grievance Officer of the Union. The President of USMC or designate will give a written decision to the Chair or Grievance Officer of the Union within ten (10) working days after receipt of the grievance at Step 3.

If the grievance is not resolved at Step 3, the Union may refer the grievance to arbitration pursuant to Article 14 of this Collective Agreement within fifteen (15) working days of the receipt of the Step 3 decision.

GROUP GRIEVANCE

- 13.06 A group grievance, which is defined as an alleged violation of this Collective Agreement concerning two (2) or more grievors, follows the same procedure as the individual grievance procedure..

POLICY GRIEVANCE

- 13.07 A policy grievance of the Employer, or a policy grievance of the Union, which is distinguished from an individual employee's grievance or a group grievance, is defined as a difference arising between the Employer and the Union as to the interpretation or alleged violation of a specified provision or provisions of this Collective Agreement (or any other oral or written negotiated agreements between the Union and the Employer) affecting the Employer or the Union. Policy grievances shall be produced in writing, signed by the Chair of the Union, or the designated authority of the Employer, as the case may be, and submitted to the designated authority of the Employer, or the Chair of the Union, as the case may be, within twenty (20) working days after the occurrence of the matter which is the subject of the grievance. The initiating party, in its written grievance, must state the nature and basis of the grievance clearly and fully. The responding party shall provide a written response within fifteen (15) working days after receipt of the grievance. If the grievance is not resolved, the initiating party may notify the other party in writing within a period of fifteen (15) working days that it intends to proceed to arbitration pursuant to Article 14 of this Collective Agreement. Policy grievances go directly to Step 3 identified in 13.05.

SUSPENSION OR DISCHARGE GRIEVANCE

- 13.08 In the case of an employee who has been suspended or discharged, the employee may submit a grievance, in writing, signed by the employee, at Step 2 of the Grievance Procedure, within ten (10) working days after the employee's

suspension or discharge. The Designated Authority at Step 2 shall meet with the Chair of the Union and the Grievance Officer within a period of ten (10) working days after receipt of the written grievance. If the grievance is not settled at this meeting, or within a period of five (5) working days following the meeting, then the Union may notify the Employer in writing within a further period of five (5) working days that it intends to proceed to arbitration pursuant to Article 14 of this Collective Agreement.

ARTICLE 14: ARBITRATION

14.01 If a grievance is not settled at Step 3, either party may notify the other within a further period of fifteen (15) working days (five [5] days in the case of a suspension or discharge grievance) after receiving the written reply that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a statement of the issue in dispute, and a statement of the type of remedy sought by the party from an arbitrator.

14.02 The provisions of this article shall be based on the use of a single arbitrator, unless the provisions of Article 14.06 are specifically invoked. Sole Arbitrators shall be selected in rotation from the following list, commencing with the first person named. For each successive referral to arbitration, the next person named shall be selected:

Eli Gedalof
Paula Knopf
John Stout

If the person selected is unavailable within a reasonable time, the next person on the list shall be selected. Should none of the above be available within a reasonable time, the parties may select a mutually agreeable alternative. In any event, the parties shall attempt to select a Sole Arbitrator within twenty (20) working days of the notice of intent to proceed to arbitration. In the event that the parties are unable to agree on a hearing within a reasonable time, either party may request that the Minister of Labour appoint a Sole Arbitrator.

14.03 The jurisdiction of the arbitrator shall be confined to the issue in dispute. The decision of the arbitrator shall be final and binding upon the parties.

14.04 In the event that an arbitrator deals with a matter relating to discharge, suspension, or disciplinary action, then the arbitrator has the authority to reinstate an employee with or without compensation for wages and any other benefits lost, or to make any other award he/she may deem just and reasonable which would be consistent with the terms of the Collective Agreement.

14.05 The parties shall jointly and equally bear the fees and expenses of the arbitrator.

14.06 The parties may jointly request the establishment of a board of arbitration in respect of any grievance submitted for arbitration. In such a case, the parties shall each appoint a nominee to the board of arbitration and the chairperson of

the board of arbitration will be one of the arbitrators set out in Article 14.02 or such other chairperson as the two nominees appointed by the parties otherwise agree. Each party shall bear the fees and expenses of its own nominee to an arbitration board, and the parties shall jointly and equally bear the fees and expenses of the Chairperson. The provisions of Article 14 apply to a board of arbitration. The decision shall be unanimous or one reached by the majority of the members of the board; however, if there is no majority decision of the board, then the decision of the Chairperson shall constitute the final and binding decision of the board.

- 14.07 Saturdays, Sundays, and University holidays will not be counted in determining the time within which action is to be taken or completed under the Arbitration Procedure.
- 14.08 Time limits set forth in this article may be extended by mutual agreement in writing between the parties herein.

ARTICLE 15: APPOINTMENTS: COURSE INSTRUCTORS, TEACHING ASSISTANTS, AND WRITING INSTRUCTORS

JOB POSTING

- 15.01 (a) USMC shall maintain a Pool for the purpose of filling positions on an emergency basis consisting of:
- (1) All Course Instructors and Writing Instructors who have been employed by USMC within the previous twelve (12) months,
 - (2) It shall be the responsibility of those in the Pool employed within the past twelve (12) months to send USMC current contact information. It is understood and agreed that persons who have been terminated for cause shall not be included.
- (b) Where possible, programs shall announce in the winter session, positions to be filled in the summer and fall terms, and in the fall term, positions to be filled in the spring term. Notices of vacancies shall be posted on the Union bulletin board (Article 6.05) and on USMC's website. Vacancies may also be posted in other locations as are deemed appropriate. Such notices shall remain posted for at least twenty (20) working days before such positions may be filled; however, in the event that a position becomes vacant or available unexpectedly, such position may be filled on an emergency basis after posting for fewer than twenty (20) working days, but not fewer than four (4) working days. Members of the Pool (15.01 (a)) shall be notified of emergency vacancies via email. Each job posting shall include: the title and number of courses where positions are expected to be available; an estimate of the number of positions available; an estimate of the course enrolment; an estimate of TA support (if applicable); dates of appointment; salary; qualifications required; the application procedure including the closing date

for applications; and a brief description of the duties. All postings shall include the following statement: "The job is posted in accordance with the CUPE 3902 Unit 4 Collective Agreement" (see Appendix B). It is understood that some announcements of vacancies are tentative, pending final course determinations and enrolment.

15.02

- (a) A copy of each posting shall be forwarded to the Union office by email within three (3) working days of its being posted. When an emergency posting is made, the Union shall receive a copy before the application period closes.
- (b) A posted position may be left unfilled, or may be filled by an appointed, a visiting, or a retired faculty member excluded by the recognition clause (Article 2.01).
- (c) Where the Employer determines there is an available positions(s) which may be filled by a Course Instructor II, the Employer may seek the Union's agreement to waive the posting and application process for such position(s). If there is no qualified Course Instructor II for the position of the Employer may seek the Union's agreement to waive the posting and application process for such position(s) to be filled by a member who has the most experience in the course in question. Where mutual agreement is reached, the parties will confirm their agreement in writing, specifying the session dates of appointment(s), course(s) to be taught, and the name(s) of the person selected in each instance.

APPLICATION

- 15.03 All applicants for positions must apply directly and in writing in the required format together with curriculum vitae to the hiring Program in which employment is sought.

NOTIFICATION

- 15.04 The Employer will advise all successful applicants in writing. The Employer will post a notice without undue delay on a USMC website when a position has been filled. Such notice shall include the position number and a statement that the position has been filled. At the same time, the Union will be notified of the name and academic rank (i.e. classification) of the successful applicant.

NO LAYOFFS

- 15.05 During the course of employment, no employee shall suffer a reduction of hours worked during the term of the employee's appointment, unless such layoff or reduction comes as a result of conditions beyond the control of the Employer. In case of such a layoff or reduction the Employer shall endeavour to offer a position of an equivalent or greater number of hours to the affected employee.

HIRING CRITERIA - COURSE INSTRUCTORS

- 15.06 Preference in hiring shall be given to persons holding the rank of Course Instructor II who have been advanced to that level at USMC. In the event of there not being Course Instructor II applicants, preference in hiring shall be given to Course Instructors who have taught the particular course three or more times. Ability, academic qualifications, currency, and mastery of the subject matter and previous teaching experience at USMC shall be the criteria used in selection.

When choosing between two qualified candidates who are relatively equal, based on the criteria set out in the posting and in the Collective Agreement preference shall be given to the candidate who has the most experience teaching the particular course.

HIRING CRITERIA - TEACHING ASSISTANTS

- 15.07 Preference in hiring shall be given to graduate students in the discipline or program of the course being taught or a closely related discipline. Ability, academic qualifications, currency, and mastery of the subject matter and previous teaching assistance experience at USMC shall be the criteria used in selection. Where these factors are deemed relatively equal among two or more candidates, preference shall be given to the candidate with the most experience in the particular course at the USMC.

HIRING CRITERIA – WRITING INSTRUCTORS

- 15.08 Hiring criteria shall be ability, academic qualifications, competence, demonstrable suitability for the position, and previous satisfactory instructing at the Writing Centre at USMC. Where these factors are deemed relatively equal among two or more candidates, preference shall be given to the candidate with the most experience in the relevant work at USMC.

DUTIES

- 15.09 There shall be a clear description of duties in the job posting and in the letter of offer for all employees. (Applicable to Teaching Assistants)

Within fifteen (15) working days after a position is offered, the supervisor shall provide the incumbent with a Description of Duties and Allocation of Hours (DDAH) form. It is agreed that a prospective employee shall not be required to accept a position prior to receipt of a written description of the position. An employee's signature on the description signifies only that they have received and reviewed their duties.

ALTERATIONS OF TERM OF EMPLOYMENT

- 15.10 During the term of employment, the designated supervisor shall have the right to reallocate time applied to the duties and substitute or revise duties without

changing the total number of hours or significantly altering the nature of the duties. For hourly-paid employees, with the express written agreement of the employee, the designated supervisor may increase the total number of hours of work as set out on their Description of Duties and Allocation of Hours forms. Before implementing such changes, the supervisor shall discuss the changes and the reasons therefore with the employee.

WORKLOAD REVIEW

- 15.11 Where an employee has any reason to believe that they may be unable to perform the duties specified in the DDAH within the hours specified therein (either the total hours or the hours applicable to a section thereof), the employee shall deliver a Workload Review Form (Appendix C) to the employee's supervisor without delay. A discussion is encouraged, but in any event, the supervisor shall respond within five (5) working days of receipt of the form by returning the form to the employee. The supervisor shall meet with the employee within an additional five (5) working days to discuss the supervisor's response. If no agreement can be reached, the employee may file an individual grievance commencing at Step 1 of the Grievance Procedure. In the event the grievance is not settled and proceeds to arbitration, the arbitrator may award payment for additional hours worked, provided, however, that no such payment may be awarded where the additional hours resulted from the employee's choice of approach to the employee's duties, and/or where the additional hours were worked prior to the employee's delivery of the Workload Review Form to the employee's supervisor.
- 15.12 Article 15.11 does not apply to Course Instructors. Nevertheless, a Course Instructor who feels that the workload in the course exceeds that of a comparable course shall raise this matter with his/her supervisor without undue delay. The supervisor shall discuss this matter with the course instructor and shall make every reasonable attempt to reach agreement on workload issues.

ARTICLE 16: APPOINTMENTS: NON-CERTIFICATE CONTINUING EDUCATION INSTRUCTORS

EXCLUSIONS

- 16.01 Continuing Education Instructors shall be covered by the terms of this Collective Agreement except Article 12, Article 15, 18.01-18.08, Article 19, Article 23, 24.01 to 24.04 and 24.07. Instructors with appointments exceeding single-day workshops shall be covered by Article 12 Progressive Discipline.

HIRING OF INSTRUCTORS

- 16.02 In January, the Employer shall post, on the USMC website and via email to the Union and instructors who offered courses in the previous year, a notification detailing the application process to submit proposals for non-credit Continuing

Education courses for the next calendar year and the expected dates of notification.

NOTIFICATION

- 16.03 All applicants shall be advised in writing of the outcome of their proposals within ten (10) working days of the decision on course offerings. The Union will be notified of the names of successful applicants. All Continuing Education instructors listed in the Continuing Education Calendar shall receive notification of the enrolment status of their courses ten (10) working days in advance of the start date of the course. If sufficient enrolment of 15 has been reached on or before this date, the instructor shall receive a letter of offer confirming their duties. If insufficient enrolment occurs, the instructor will be notified of the cancellation of the course, which shall not be fewer than five (5) working days prior to the scheduled start date of the course.

SCHEDULING

- 16.04 Following acceptance of a course proposal, Continuing Education instructors will submit those dates and time slots in order of preference for potential delivery of the course. The Employer will make every effort to accommodate expressed preferences. In case of conflict, scheduling preferences shall be granted on the basis of length of service in Continuing Education with USMC.
- 16.05 Should a Continuing Education instructor miss a class due to illness, the instructor and the Employer shall make reasonable efforts to reschedule that class.

HIRING CRITERIA – NON-CERTIFICATE CONTINUING EDUCATION INSTRUCTORS

- 16.06 Hiring decisions made by the Employer shall be based on guidelines provided to applicants during the application process.

DUTIES

- 16.07 There shall be a clear description of duties in the job posting and in the letter of offer for all employees.

COURSE EVALUATION

- 16.08 At the end of each course, the instructor and the course will be evaluated by the students in the course. Instructors will receive a copy of the evaluations and will have the right to submit a written response to be included in the employment file.

ARTICLE 17: TRAINING

- 17.01 When employees are required to participate in training programs established by the Employer, they shall be paid for their participation at the Teaching Assistant rate. In the event employees are required to attend training at the Employer's

premises, they shall be paid for their participation at the Teaching Assistant rate for a minimum of four (4) hours.

- 17.02 At any employee training program in which members of the bargaining unit are required to participate, the Unit Steward or other Union Representative shall be entitled to attend. Only members of the bargaining unit shall be paid. If the meeting is for CUPE 3902 Unit 4 only, the Unit Steward or other Union Representative shall have the right to speak for fifteen (15) minutes. The Employer shall notify the Union at least five (5) working days in advance of the session.
- 17.03 Employees may request training and the current course management software or any online technology required for the performance of their assigned duties.

ARTICLE 18: EMPLOYEE EVALUATION AND RECORDS

- 18.01 The Employer and the Union agree that the purposes of performance evaluations are to improve the quality of the employee's work by assisting the employee to develop their skills, to provide the employee with feedback on their performance, and to provide a written record of that performance.

Where a classroom visit is an integral part of the performance evaluation, at least five (5) working days' advance notice of such a visit shall be provided to the employee.

- 18.02 The Employer may evaluate each employee's work performance in writing using appropriate methods, at or near the end of each course or term of work. The employee has the right to comment, in writing, on his/her performance evaluation and shall be informed of this right. The employee comments shall be attached to the evaluation. The evaluation, including attached comments from the employee, may be placed in the employee's employment file.
- 18.03 It is understood that the ability to conduct written performance evaluations does not preclude informal course feedback which shall not form part of the employee's employment file.
- 18.04 Notwithstanding Article 18.02, an employee may request a formative performance evaluation not more than once per term of work. Upon such request, the Employer shall arrange for such evaluation to be conducted without undue delay. The employee has the right to comment, in writing, on his/her performance evaluation.

UNSATISFACTORY PERFORMANCE

- 18.05 In the event that a supervisor forms the opinion that an employee's performance is unsatisfactory, the supervisor shall prepare a written evaluation as prescribed in Article 18.02 without undue delay, for discussion with and comment by the employee.

STUDENT OPINION SURVEYS

- 18.06 Where they are available, student opinion surveys, whether conducted by the Employer or by a student organization or by any other means, shall not be admissible as the primary evidence of unsatisfactory performance in either the discipline procedure or in arbitration.
- 18.07 Student opinion surveys shall not be the primary evidence used for hiring or promotion decisions.
- 18.08 Copies of student opinion surveys in the custody and control of the Employer shall be provided to employees provided that individual students participating in the survey are not identified.

EMPLOYMENT FILE

- 18.09 An employment file shall be maintained by the Employer for each employee, and shall be separate from the employee's academic record, if any. When documents pertaining to the employee's performance, positive, negative or neutral, are added to the file, the employee shall be informed by email or via their local mailbox or file folder as soon as practicable. The documents in the file should relate only to the employee's employment.
- 18.10 An employee's file shall be available for use in making decisions relating to employment by the Employer, but no documents contained therein shall be released physically or orally outside the Employer without the employee's prior consent in writing.
- 18.11 An employee, or former employee, within one (1) year from the termination of last employment or from last enrolment at USMC, whichever is later, may inspect his or her employment file on request. The Employer shall provide the employee, or former employee, copies of any documents contained in the employment file upon request. Examination of the employment file may be made after the employee or former employee gives notice of the desire to do so, and under the conditions which the Employer deems appropriate to ensure the security of the file. An employee or former employee shall have the right to respond in writing to any document contained therein. Such reply shall be included in the employment file.

ARTICLE 19: LEAVES

SHORT TERM LEAVE

- 19.01 With the approval of the supervisor(s) concerned, an employee may arrange to exchange duties, or for another employee or faculty member to substitute for him/her for periods not to exceed one (1) week at a time. Permission for such exchanges or substitutions shall be requested as far in advance as possible and shall not be unreasonably withheld.

UNION CONVENTIONS AND SEMINARS

- 19.02 Subject to approval of the supervisor(s) and upon written request at least five (5) working days in advance, leave of absence without pay shall be granted to not more than one (1) employee at any one time, who may be elected or selected by the Union to attend any authorized labour convention or educational seminar. Such leave of absence is to be confined to the actual duration of the convention or educational seminar and the necessary travelling time. Such leave shall not exceed ten (10) working days per year for Unit 4. Such leave shall not be unreasonably withheld.

ACADEMIC CONFERENCE LEAVE

- 19.03 A course instructor who has been invited to deliver a paper, present research findings, chair a session, or serve as a discussant at an academic conference related to the course instructor's discipline, once per academic year may utilize the provisions of Article 19.01 (Short Term Leave) for the time necessary to travel to and from the conference, and discharge his/her obligations. In seeking the approval of the supervisor for such leave, the course instructor shall request the leave as far as possible in advance of the time the leave would be taken. If the course instructor is unable to find an acceptable substitute for him/her self as required under Article 19.01, the course instructor may request to reschedule contact hours in order to be absent from the workplace for the period of leave requested. If this is not possible, the course instructor may request a leave without loss of pay for a period of up to two (2) calendar days once in an academic year in which he or she is employed in an appointment of fifty (50) hours or greater, or equivalent for course instructors.

ABSENCE FROM WORK FOR UNION BUSINESS

- 19.04 (a) The Union shall advise the Employer in writing of all members of the Union bargaining committee. Where a member of the Union bargaining committee encounters an unavoidable conflict between any scheduled contact hours arising from appointment as an employee and attendance at a scheduled negotiation meeting with the Employer, the member of the Union bargaining committee shall be entitled to attend the negotiation meeting without loss of pay
- (b) The Union shall advise the Employer in writing of all members of the Union bargaining committee. Where a member of the Union bargaining committee encounters an unavoidable conflict between any scheduled contact hours arising from appointment as an employee and attendance at a scheduled negotiation meeting with the Employer, the member of the Union bargaining committee shall be entitled to attend the negotiation meeting without loss of pay.
- (c) Where attendance at a grievance meeting, an arbitration hearing or Labour Board hearing, or Labour Board meeting unavoidably conflicts with any scheduled contact hours arising from employment in this bargaining unit,

those Union Stewards, Officers, grievors and witnesses whose presence is required shall be entitled to attend without loss of pay. The affected member shall provide his/her supervisor(s) with as much advance notice as possible.

- (d) An employee who is appointed, selected, or elected to work for the Union (including the CUPE National and/or any labour bodies to which the Union is affiliated) shall, at the written request of the Union, receive a temporary leave of absence for a period not to exceed the remainder of the employee's current period of employment, or the term of office, whichever is shorter. Employees on such leaves of absence will continue to be paid by the Employer, but the Union shall reimburse the Employer for such wages and benefit payments upon receipt of a statement of the amount owing.

PREGNANCY LEAVE

- 19.05 (a) A pregnant employee shall be granted a pregnancy leave of absence of up to seventeen (17) weeks upon written request submitted at least two (2) weeks in advance stating that the employee is pregnant and the probable date of delivery. Where the program/faculty requests a certificate from a legally qualified medical practitioner (e.g. physician, obstetrician/gynaecologist, midwife) confirming this information, such certificate shall be provided without undue delay. Such certificate shall be at the Program/Faculty's expense.
 - (b) The employee and the employing department shall record in writing their joint understanding of the anticipated beginning and ending dates of the leave; however, the ending date of a leave may not extend beyond the ending date of the employee's current period of employment in that Program, except as otherwise provided for in this article.
 - (c) An employee may return to work within the original period of employment upon giving two (2) weeks' notice in writing of the employee's intention to do so or upon confirming the previous arrangement for return. The employee shall be reinstated to the position or shall be provided with work of a comparable nature at the same rate of pay for the remainder of the original period of employment.
 - (d) Employees who are eligible for pregnancy leave per the paragraphs above are entitled to choose one of the two following benefits:
 - (1) Leaves of ten (10) weeks or less shall not result in an interruption of regular bi-weekly installments of pay. Leaves longer than ten (10) weeks shall be without pay for the period which exceeds the first ten (10) weeks of such leave.
- OR
- (2) For employees who qualify for Employment Insurance benefits based on insurable hours of work in this bargaining unit, a

supplementary benefit will be provided. The Employer will pay the employee ninety-five (95) percent of regular pay during the one (1) week waiting period for Employment Insurance benefits and, for the next sixteen (16) weeks, or until the end of the appointment (whichever comes first) will pay the difference between the weekly Employment Insurance benefits and ninety-five (95) percent of actual weekly salary, which the employee was receiving on the last day worked prior to the commencement of pregnancy leave provided that the employee provides proof that the employee has applied for and is receiving Employment Insurance benefits and the amount of those benefits.

The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e. 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*. In no event will the top-up payment exceed the difference between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.

- (e) In the event of a miscarriage, a stillbirth, or birth of the child earlier than expected, the employee may begin the leave, but shall notify the employing department as soon as possible, but no later than ten (10) working days subsequent to the first day of leave. The employee shall provide, at the Employer's expense, a doctor's certificate from a legally qualified medical practitioner (e.g. physician, obstetrician/gynaecologist, midwife) stating the date of birth, stillbirth, or miscarriage, and the date the employee was expected to give birth.
- (f) For the purpose of eligibility for advancement only, where the leave exceeds fifty percent (50%) of the appointment the employee's time on such leave shall not be counted in determining whether the required time frame for advancement eligibility under Appendix A for Course Instructors is met, i.e. in determining if an individual has met the specific minimum requirements for advancement as set out in Appendix A, the "clock would stop" for the duration of said leave. For the purpose of hiring and advancement, an employee whose leave does not exceed fifty percent (50%) of the appointment shall be deemed to have taught the course in accordance with Article 15.06.

PARENTAL LEAVE/ADOPTION LEAVE

- 19.06 (a) 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 for

up to thirty-five (35) weeks following (a) the birth of the child; or (b) the coming of the child into the custody, care, and control of a parent for the first time. Both parents will be eligible to take parental leaves as follows:

- I. Up to thirty-five weeks of parental leave for employees who take pregnancy leave;
 - II. Up to thirty-seven weeks of parental leave for all other new parents;
 - III. Such shorter or longer period of time as might be required under the Employment Standards Act, 2000 from time to time.
- (b) An employee who has not taken pregnancy leave is entitled to a leave of absence without pay of up to thirty-seven (37) weeks.
- (c) Application for such leave shall be submitted in writing to the employing department at least two (2) weeks in advance, indicating the date on which the leave is to begin. Parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care, and control of a parent for the first time. Parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends, unless the child has not yet come into the custody, care, and control of a parent for the first time.
- (d) In the case where the employee who is the parent of a child stops working because the child comes into the custody, care, and control of the parent for the first time sooner than expected, the employee must provide written notice that the employee wishes to take leave within two (2) weeks of stopping work.
- (e) The employee and the employing department shall record in writing their joint understanding of the anticipated beginning and ending dates of the leave; however, the ending date of the leave may not extend beyond the ending date of the employee's current period of employment in that department except as otherwise provided for in this article.
- (f) An employee may return to work within the original period of employment upon giving four (4) weeks' notice in writing of the employee's intention to do so or upon confirming the previous arrangements for return. The employee shall be reinstated to the position or shall be provided with work of a comparable nature at the same rate of pay for the remainder of the original period of employment.
- (g) Employees who are eligible for parental leave per the paragraphs above are entitled to choose one of the two following benefits:
- (1) Leaves of one (1) month or less during the term of an appointment shall not result in an interruption of regular biweekly instalments.

Leaves longer than one (1) month during the term of the appointment shall be without pay for the period which exceeds the first four (4) weeks of such leave the end of the term of employment. No payment will be made which exceeds the end of the term of employment.

OR

- (2) For employees who qualify for Employment Insurance benefits based on insurable hours of work in this bargaining unit, and who provide the Employer with proof that they have applied for and are in receipt of Employment Insurance parental benefits and the amount of those benefits, the University will provide the following: a supplementary benefit will be provided during the parental leave period. The University will for the next six (6) weeks following the end of pregnancy leave, or until the end of the appointment (whichever comes first) pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance benefits.
 - I. For an employee who has taken pregnancy leave, the difference between Employment Insurance parental benefits and ninety-five percent (95%) of salary for ten (10) weeks;
 - II. For an employee who takes parental leave for which a one week waiting period has already been served in respect of the same child, the difference between Employment Insurance parental benefits and ninety-five percent (95%) of salary for ten (10) weeks;
 - III. For an employee who takes parental leave and is required to serve a one (1) week waiting period, ninety-five percent (95%) of salary during the one (1) week waiting period, and the difference between employment insurance parental benefits and ninety-five percent (95%) of salary for nine (9) weeks.
 - IV. The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e. 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*. In no event will the top-up payment exceed the difference between ninety-five percent (95%) of the employee's actual weekly rate of pay in effect on the last day worked prior to commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer

period of time as may be permitted under the *Employment Insurance Act*.

- (h) For the purpose of eligibility for the advancement only, where the leave exceeds fifty percent (50%) of the appointment the employee's time on such leave shall not be counted in determining whether the required timeframe for advancement eligibility under Appendix A for Course Instructors is met, i.e. in determining if an individual has met the specific minimum requirement for advancement as set out in Appendix A, the "clock would stop" for the duration of said leave. For the purpose of hiring and advancement, an employee whose leave does not exceed fifty percent (50%) of the appointment shall be deemed to have taught the course in accordance with Article 15.06.

NON-BIRTH PARENT LEAVE

- 19.07 Upon request, an employee shall be entitled to up to five (5) consecutive days of leave without loss of pay within four (4) weeks of the birth of the employee's child. Such requests shall be made as far in advance as possible.

DURATION OF LEAVE

- 19.08 Where an employee who qualifies for leave under Article 19.05 and/or 19.06 and/or Article 19.07 commences said leave during one appointment, and he/she has a further appointment in the immediately consecutive term, the employee shall be eligible to continue his/her leave, if there is any entitlement remaining, into that next appointment.

BEREAVEMENT LEAVE

- 19.09 The Employer will grant three (3) consecutive days leave from scheduled contact hours per session without loss of pay in the event of the death of an employee's spouse, partner, child, grandchild, parent, sibling, or grandparent, or for the death of a person whose relationship is not defined above, the impact of which is comparable to that of the immediate family (e.g. a close friend). For clarity, the foregoing is inclusive of step and in-law relations and relations regardless of gender. If extensive travel is required, the employee may be permitted up to five (5) consecutive days leave from scheduled contact hours per session without loss of pay. The provisions of Articles 15.01 and 15.02 (Job Posting), 15.04 (Notification), 15.09 (Duties), and 15.05 (No Layoffs) shall not apply to replacements arranged by the Employer resulting from employee absences under this article. Bereavement leave may be extended without pay at the request of the employee.

COMPASSIONATE LEAVE

- 19.10 Upon request, an employee shall be granted leave without loss of pay for up to one (1) week to attend to an ill relative, spouse, or close associate, at the

employee's request once per academic year. Unpaid compassionate leaves under this article may be granted during the same academic year.

JURY DUTY LEAVE

- 19.11 Upon written request, supported by a copy of his/her summons, an employee shall be granted leave without loss of pay for up to the duration of the current period of employment to appear for, sit for, or serve jury duty, or Crown witness service, provided that upon return to work he/she shall provide his/her supervisor with written confirmation of the date(s) and time(s) on which he/she appeared and/or served, signed by an appropriate official of the Court.

SICK LEAVE

- 19.12 (a) Employees who are unable to attend regularly scheduled classroom or contact hours due to illness or injury, shall be granted up to two (2) days of sick leave per contact day per academic term. To qualify for sick leave without loss of pay, the employee must promptly, and in advance if possible, notify his/her supervisor and the Program Coordinator as to the expected duration of the illness/injury.
- (b) In the event that an employee is expected to mark and/or grade during a period of sickness, every effort shall be made to allow the employee reasonable and sufficient time to complete the marking/grading after his/her sickness.
- (c) The Employer may require, with reasonable cause, the employee to provide a physician's certificate upon return to work. All certifications by medical practitioners respecting sickness or injury shall be confidential.
- (d) No additional absences due to medical reasons shall be with pay. Sick leave shall apply only to regularly scheduled classroom contact hours. Notwithstanding the foregoing, in the event that an employee is expected to mark and/or grade during a period of sickness, every effort shall be made to allow the employee reasonable and sufficient time to complete the marking/grading after his/her sickness. Sick leave credits shall not accumulate from one appointment to another.

DOMESTIC OR SEXUAL VIOLENCE LEAVE

- 19.13 Employees are entitled to Domestic or Sexual Violence leave pursuant to the *Employment Standards Act, 2000*. All provisions of the *Act* pertaining to this leave shall apply. Such leave of absence shall be without loss of pay for up to one (1) month at the employee's regular rate of pay during the period of the employee's appointment.

Written request for such leave along with any related documentation and correspondence shall be submitted to Human Resources.

IMPACT

- 19.14 Leaves taken under Article 19 shall not adversely impact an employee's status or rights as defined by this Collective Agreement.
- 19.15 An employee who provides a certificate from a licensed physician confirming that the employee is unable to attend work and/or perform the employee's duties due to a serious illness, required surgery and/or hospitalization may be granted up to three (3) months of paid leave at the employee's regular rate of pay during the period of the employee's appointment.

ARTICLE 20: HOLIDAYS

- 20.01 No employee shall be required to perform any duties on any of the following holidays:

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

nor on any holiday declared by the President of USMC. An employee shall be entitled to observe holidays of the employee's religion other than those specified above; however, except in situations where it is not possible to do so, the employee shall notify the employee's supervisor in writing of the employee's intention at least two (2) weeks prior to the said holiday.

ARTICLE 21: WAGES

- 21.01 **WAGES - USMC**

Teaching Assistants

January 1, 2018 \$44.44 per hour

January 1, 2019 \$45.32 per hour

January 1, 2020 \$46.23 per hour

Course Instructors – Arts & Science/Theology

January 1, 2018 \$16,000 per full course equivalent inclusive of vacation pay

July 1, 2018 \$16,320 per full course equivalent inclusive of vacation pay

January 1, 2019 \$16,646 per full course equivalent inclusive of vacation pay

January 1, 2020 \$16,979 per full course equivalent inclusive of vacation pay

Course Instructors – IIs

January 1, 2018 \$16,800 per full course equivalent inclusive of vacation pay

July 1, 2018 \$17,136 per full course equivalent inclusive of vacation pay

January 1, 2019 \$17,479 per full course equivalent inclusive of vacation pay

January 1, 2020 \$17,828 per full course equivalent inclusive of vacation pay

Writing Instructors

January 1, 2018 \$50.00 per hour

July 1, 2018 \$51.00 per hour

July 1, 2019 \$52.02 per hour

July 1, 2020 \$53.06 per hour

Continuing Education Instructors

January 1, 2018 \$136.50 per contract hour inclusive of vacation pay

21.02 In addition to the above rates, all employees, unless otherwise indicated, shall be entitled to an additional 4% of salary as vacation pay. Vacation pay shall be paid on the last pay cheque of the employee's contract.

21.03 Salaries will be paid in biweekly instalments over the period of the appointment of the employee. With each payment each employee shall be provided with a statement of all deductions therefrom.

ARTICLE 22: REMUNERATION FOR TEACHING AND ACADEMIC SERVICES

22.01 Employees shall be remunerated for additional work required to be performed arising directly out of an appointment under this Collective Agreement and which is required to take place following the normal ending date of the appointment. Employees shall be remunerated for all additional teaching and academic services performed for USMC outside the scope of their job descriptions. Teaching and academic service hours by members of Unit 4 shall be subject to pre-approval by the Vice-President, Principal, or designate and such approval shall not unreasonably be denied.

22.02 Remuneration will be on an hourly basis at the Teaching Assistant rate for no less than one (1) hour, with the hours to be agreed upon by the employee and the Vice-President, Principal, or designate in advance of the hours being worked. In the event that the work exceeds the agreed upon hours, the employee and the Vice-President, Principal, or designate shall, by mutual agreement, revise the duties and/or hours.

In the event of the death of an employee covered under this Agreement, the Employer agrees to pay the estate of the employee payments due for the month in which the employee died (and/or any single payment payable in the month of death for services previously rendered).

ARTICLE 23: BENEFITS

HEALTH CARE SPENDING ACCOUNT

- 23.01 The University agrees to provide a Health Care Spending Account (HCSA) for each eligible employee in accordance with the following provisions:
- 23.02 The Health Care Spending Account shall be administered by a provider selected by the Employer. The plan year is September 1 through August 31.
- 23.03 Eligible employees are:
- (a) Course Instructors who are employed to teach a 0.5 full course equivalent (four-month course) or more in an academic year;
 - (b) Teaching Assistants in the Faculty of Theology employed for a four-month appointment or more.
 - (c) Non-Theology Teaching Assistants and Writing Instructors who are employed for a minimum of no less than fifty (50) hours in an academic year.
- 23.04 Effective the date of ratification, the Employer agrees to provide each eligible employee with a HCSA of \$500.00 per plan each year.
- 23.05 Enrollment is required in order to receive coverage under the HCSA. An eligible employee must complete and submit an enrollment form provided by the Employer for this purpose.
- 23.06 The HCSA is intended to have the following features:
- (a) The HCSA may be used for eligible medical expenses, which are those considered eligible expenses under the Income Tax Act, such as crutches, prescription eyewear, prescription drugs, some OTC medications, physiotherapy or registered massage therapy, chiropractic treatments, and the cost of private health care premiums.

- (b) Original receipts must accompany all claims for reimbursement.
- (c) Eligible expenses must be incurred on or after the date of the employee's HCSA allocation, and on or before the end of the plan year for which the allocation is made.
- (d) Eligible claims may be submitted not later than sixty (60) days beyond the end of the plan year. Any unused balance remaining after this period will be forfeited.
- (e) The reimbursements are not taxable under current Income Tax Act rules.

23.07 Once allocated, funds in a HCSA may be accessed within the specified time frame (the plan year) whether or not the account holder is actively employed by the University.

23.08 Persons who were eligible and enrolled in the University of Toronto Health and Dental Plans as of May 18, 2011, shall be allowed to continue to participate in these plans, in accordance with applicable regulations and shall not be eligible to participate in both the University Benefit Plans and the HCSA. Where a bargaining unit member who qualifies for coverage under the USMC HCSA also has coverage under a student or other benefit plan, the member's eligible expenditures shall only be reimbursed once.

ARTICLE 24: GENERAL OFFICE FACILITIES

- 24.01 (a) Employees shall be provided with an appropriate place for holding office consultations with students and course preparation with due regard for the need for student confidentiality. The Employer shall ensure that employees have secure storage space for course materials. Such facilities shall include access to a telephone for the performance of assigned duties.
- (b) In the event that a member of the bargaining unit believes that he or she may be entitled to a home office tax credit under income tax legislation that would require the issuance of a form T2200, the University will meet with the member and where the criteria reasonably appear to have been met, will issue the form.

LIBRARY CARDS

24.02 The Employer shall provide each employee with access to the University of Toronto Library System, in accordance with the Library's administrative procedures, for the duration of the term of employment, and beginning when an applicant accepts an offer of work and continuing for two (2) months after the term of employment ends.

MAILBOXES

- 24.03 Each employee shall have access to a conveniently located individual mailbox or file folder for mail. The Employer agrees to allow each individual to maintain use of his/her mailbox for the duration of the term of employment, and beginning when an applicant accepts an offer of work and continuing for two (2) months after the term of employment ends.

BOOKS AND MATERIALS

- 24.04 The Employer will provide employees with such books and the use of such materials as are deemed by the supervisor to be necessary for the performance of their duties. These books and materials shall remain the property of the Employer.

PRINTING AND PHOTOCOPYING

- 24.05 The Employer will allow employees to print and reproduce necessary instructional materials for the course at no cost to the employee. Such materials include, but are not limited to, course outlines, bibliographies, quizzes, tests, and examinations.

COURSE CALENDARS

- 24.06 Names of Course Instructors and Continuing Education Instructors appointed to courses shall appear in online course information, handbooks, and brochures and in hardcopy course calendars where possible.

EXPENSE REIMBURSEMENTS

- 24.07 Each employee, with an appointment of four (4) months or longer in an academic year (September 1 – August 31), shall be entitled to \$75.00 per academic year (September 1 – August 31). This is a taxable benefit, and will be paid in the first pay cheque of the appointment. Members shall be entitled to use these funds for any expense related to their employment at USMC.

ARTICLE 25: HEALTH AND SAFETY

- 25.01 No employee shall be required to act, nor shall any employee act in the course of their employment, in a manner which constitutes a health or safety hazard. The Union shall have the right to elect or appoint one (1) member to the existing JHSC, the Terms of Reference of which are defined in Article 26.

- (a) The bargaining unit member elected or appointed to the Joint Health and Safety Committee shall be remunerated on an hourly basis at the Teaching Assistant rate for time required to carry out their duties.

ARTICLE 26: DEFINITION

JOINT HEALTH AND SAFETY COMMITTEE

- 26.01 “Terms of Reference of the Joint Health and Safety Committee” as used in this Collective Agreement mean the Terms of Reference of the JHSC as amended from time to time.

ARTICLE 27: TERM OF THIS AGREEMENT

- 27.01 This Collective Agreement shall be effective July 1, 2017, and shall continue in full force and effect until December 31, 2020 and thereafter shall automatically renew itself for periods of one (1) year unless either party notifies the other in writing within the period of ninety (90) days prior to any expiry date that it desires to amend or terminate this Agreement.

NEGOTIATIONS

- 27.02 In the event of notice being given requesting negotiations to amend the Collective Agreement, the negotiations shall commence within thirty (30) days following receipt of such notification and thereafter both parties shall negotiate in good faith.
- 27.03 If, pursuant to such negotiations, agreement is not reached on the renewal or amendment of this Collective Agreement, or on the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed.

APPENDIX A

ADVANCEMENT PROCESS FOR NON-STUDENT COURSE INSTRUCTORS

Eligibility

Provided he/she possesses an advanced degree or significant professional accomplishment, a Course Instructor who is not a student in the Masters of Arts or Doctoral program in Theology at USMC, nor a student at the School of Graduate Studies at the University of Toronto, is eligible for consideration to be advanced to the rank of Course Instructor II once he/she has taught at least eight (8) half courses or the equivalent and has taught in at least four (4) of the past six (6) years or four (4) of the past seven (7) years as appropriate at University of Saint Michael's College.

Process

Once a candidate meets the eligibility criteria, the candidate may, by letter to the Vice-President (Academic) or Dean, as appropriate, request the initiation of the advancement process. The candidate's letter must be received not later than September 1 (July 31 if possible) of the year in which the request is made.

The Vice-President (Academic) or Dean, as appropriate, will respond in writing to the candidate, advising the candidate of the names of the Advancement Committee, which shall be composed of the Vice-President (Academic), (who may act as Chair of the Committee), the Dean of Theology or relevant program coordinator, and a faculty member appointed by the Vice-President (Academic).

Within two (2) weeks of the date of the Vice-President's or Dean's letter, the candidate may advise the Vice-President (Academic) or Dean of Theology in writing of any express reservations with respect to the appointed member. The Vice-President (Academic) will then advise the candidate in writing of the final composition of the Advancement Committee and the anticipated timing of its review and decision.

The advancement process will normally take place beginning in the Fall Term.

The Vice-President (Academic) shall designate a member of the Committee to observe the candidate in the classroom as a critical and requisite part of the advancement process.

The candidate's USMC employment file shall be available to the Committee.

The initial letter to the candidate will also identify the written material to be submitted by the candidate for the Committee's consideration:

- a curriculum vitae, which shall include a complete list of all courses taught in the past six (6), or seven (7) as appropriate, years
- a teaching dossier, which shall include representative course outlines, bibliographies, and assignments
- a statement of the candidate's teaching philosophy.

The focus of these submissions shall be to demonstrate the candidate's currency with and mastery of the subject matter and his/her superior classroom teaching. In addition, all those who are raised to the rank of Course Instructor II shall demonstrate that they have adhered to the following principles:

An employee shall carry out his or her responsibility for teaching with all due attention to the establishment of fair and ethical dealings with students, taking care to make himself or herself accessible to students for academic consultation, to inform students adequately regarding course formats,

assignments, and methods of evaluation, to maintain teaching schedules in all but exceptional circumstances, to inform students adequately of any necessary cancellation and rescheduling of instructions, and to comply with established procedures and deadlines for determining, reporting, and reviewing the grades of his or her students. In performance of these duties, they shall deal fairly and ethically with their colleagues, shall avoid discrimination, shall not infringe their colleagues' academic freedom, and shall observe appropriate principles of confidentiality.

Confidentiality

The Committee's deliberations shall be confidential.

Outcomes

The Committee's recommendation must be approved by the Division Head.

The Division Head shall advise the candidate in writing of the outcome of the advancement process by December 31st, or before if possible. In advising candidates who are not successful, the Vice-President Academic shall set out the reasons for which this decision was made.

A candidate who is advanced to the rank of Course Instructor II shall assume that rank for purposes of consideration for vacancies in the following academic session after the date of the Vice-President (Academic's) letter.

A candidate who is not advanced to the rank of Course Instructor II may be eligible for re-evaluation after a further one (1) year of employment and a minimum of two (2) further half courses or the equivalent.

Appeals

If a candidate is not advanced to the rank of Course Instructor II, he/she may request, by letter to the Vice-President (Academic) within twenty (20) working days of receiving notice to that effect from the Vice-President (Academic), a meeting with the President for the purpose of reviewing the reasons underlying the decision. The meeting will be arranged without undue delay. The candidate shall have the right to be accompanied or represented by a Union official.

In the event of an alleged breach of procedural process a grievance may be filed in accordance with Article 13 of this agreement.

The President shall have the authority to amend the advancement decision under review. The President's decision shall be final and binding and shall not be subject to the grievance and arbitration processes.

**APPENDIX B
JOB POSTING SAMPLE**

(As per other CAs and USMC practice)

The University of St. Michael's College

Job Posting

Posting Date:	
Closing Date:	
Position:	
Term when course will be offered:	
Course Number/ Title/Description:	
Qualifications:	
Brief Description of Duties:	
Salary:	
Estimated Course Enrolment:	
Estimated TA support:	
Class Schedule:	
Dates of the Appointment:	
Application Process:	

Please note that this position is tentative, pending funding, final course determinations, and enrolments.

This job is posted in accordance with the CUPE 3902 Unit 4 Collective Agreement.

**APPENDIX C
WORKLOAD REVIEW FORM**

This form is presented in accordance with Article 15.11 of the Collective Agreement between the University of St. Michael's College and the Canadian Union of Public Employees Local 3902.

To be completed by the employee:

Name

Department of Work

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

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

Signature _____ Date _____

To be completed by employee's supervisor:

Name / Date Received

Response:

Signature _____ Date _____

**APPENDIX D
TEACHING ASSISTANT**

DESCRIPTION OF DUTIES AND ALLOCATION OF HOURS FORM

Department
Course Code
Course Title
Allocation of Hours Worksheet

Supervisor
Est. Enrolment/TA section

#	Responsibility / Activity	Time/Task	# of students	Total

Prepared by (Supervisor) - Signature

Date

Prepared by (Supervisor) - Signature

Date

Examples of Potential Tasks

- Marking/grading – assignments, essays mid-term end of term tests, examinations
- Holding office hours – meeting with students
- On-line or email consultation with students
- Conducting tutorials/seminars
- Exam/test invigilation
- Facilitation of on-line group discussions
- Preparation – e.g. of tutorial/lecture notes
- Reading course materials
- Attending lectures
- Participating in training
- Clerical – e.g. photocopying materials
- Meeting with Supervisor

NOTES:

1. The list is not a substitute for clearly itemizing duties on the front of the form. Select ALL appropriate duties that you are assigning to the employee and that will be required of the employee and transfer to the appropriate section of the form, assigning a sufficient time allowance to each and specifying the total hours of the appointment to be devoted to this activity. Also include any duties you are assigning which are not on the list on this side of the form.
2. When allocating time for marking, indicate the number of individual items to be marked and the time allotted for each item. If the number of students is not known, estimate as accurately as possible.

LETTER OF UNDERSTANDING

RE: EMPLOYMENT INSURANCE HOURS FOR COURSE INSTRUCTORS

November 15, 2018

Jess Taylor
Chair, Canadian Union of Public Employees Local 3902

This letter will confirm the substance of our discussion at this round of negotiations with regard to Employment Insurance hours for CUPE Local 3902 Unit 4 Course Instructors.

The Parties agree that for Employment Insurance Purposes only, a Course Instructor for a full course will be deemed to have worked four hundred sixty (460) hours, and a Course Instructor for a half course will be deemed to have worked two hundred thirty (230) hours.

Further, the parties agree that this agreement is strictly for Employment Insurance purposes only and is without prejudice to the positions of the parties, and shall in no way affect the interpretation, application, and administration of the Collective Agreement provisions and any University policies and practices, and shall not be relied on or referred to in any proceedings other than those under the *Employment Insurance Act or Regulations*

Suzanne Ramnauth, HR Officer
University of St. Michael's College

LETTER OF UNDERSTANDING

RE: ARTICLE 15.06 – HIRING CRITERIA – COURSE INSTRUCTORS

The parties agree for the duration of the Collective Agreement that the following Letter of Understanding shall be in effect:

This article shall not be used to prevent the Faculty of Theology from appointing up to fifty percent (50%) of available Course Instructor positions to graduate students in the Conjoint Doctoral Program at any one time if the graduate student(s) has not already been employed as a Course Instructor at the Faculty of Theology.

Such positions are in the bargaining unit and are entitled to all the provisions of the Collective Agreement.

LETTER OF UNDERSTANDING

RE: ARTICLE 15.07 – HIRING CRITERIA – TEACHING ASSISTANTS


The parties agree for the duration of the Collective Agreement that the following Letter of Understanding shall be in effect:

This article shall not be used to prevent a department from appointing a senior doctoral student or a postdoctoral fellow to serve as a teaching assistant in a first-year seminar (also known as a “college ones” seminar).

IN WITNESS WHEREOF each of the parties herein have caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on October 22, 2019.

THE UNIVERSITY OF ST. MICHAEL'S COLLEGE

BY:





J. McLeod, CHAIR

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3902

BY:



Hamish Russell, Chair


Amy Conwell, S-T

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