

COLLECTIVE AGREEMENT

between

TORONTO METROPOLITAN UNIVERSITY

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3904, UNIT 2**

Effective: September 1, 2021 to August 31, 2024

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PREAMBLE AND PURPOSE OF THE AGREEMENT

WHEREAS, the University and the Union want to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the University, the Union and the employees covered by this agreement, and;

WHEREAS the parties recognize that the educational enterprise in which the University is engaged is one which must provide a high and efficient degree of service to its students, consistent with its educational objectives;

The University and Union agree that:

The general purpose of this Agreement is to establish an orderly collective bargaining relationship between the University and its employees represented by the Union as a means for settling differences which may arise from time to time between the parties in a fair and equitable manner and to set forth an agreement covering the terms and conditions of employment which shall supersede all previous agreements and arrangements between the University and its employees.

ARTICLE 1 DEFINITIONS

- 1.01** **"Academic Coordinator" or "Academic Program Manager"** means a Faculty Member or Contract Lecturer normally appointed from an academic department, reporting to the Program Director, and who works in collaboration with the Program Director to ensure academic integrity and quality for specific programs or group of courses.
- 1.02** **"Agreement"** means this Collective Agreement.
- 1.03** **"Bargaining Unit"** is the bargaining unit defined in the decision of the Ontario Labour Relations Board of July 27, 1994, File No. 0537-94-R.
- 1.04** **"Bargaining Unit Member"** means a member of this Bargaining Unit, namely, CUPE, Local 3904, Unit 2.
- 1.05** **"Board"** means the Board of Governors of the University and/or authorized officials of the University as the context requires.
- 1.06** **"Brokered Course"** means any course that is designed by an external body, such as a professional association or a business or non-profit consortium over which Toronto Metropolitan University does not have academic control and where courses are taught on behalf of that external body.
- 1.07** **"Chang School"** means *the G. Raymond Chang School of Continuing Education*.
- 1.08** **"Continuing Education Contract Lecturer" or "CECL"** means a member of the bargaining unit and who is an employee of the University.
- 1.09** **"Contract Lecturer"** means an employee hired under the provisions of the subsisting collective agreement between the University and the Canadian Union of Public Employees, (CUPE, Local 3904, Unit 1).
- 1.10** **"Corporate/Specialized Course"** means any course designed specifically for an external client of the University, such as a corporate or government client and primarily but not exclusively delivered to the employees or designated individuals of that client.
- 1.11** **"Course"** means a course of studies presented in more than one (1) session regardless of the number of hours.
- 1.12** **"Credit Course"** means any course applicable to any Toronto Metropolitan University academic credential and approved by Senate.

- 1.13 **"Dean"** means the Dean of the G. Raymond Chang School of Continuing Education.
- 1.14 **"Department/School"** means an academic Department/School that is headed by a Chair/Director (who is a member of the Faculty Association), and does not include a unit within the Chang School or an administrative Department headed by an Executive Director, Director, Manager or Supervisor (who is not a member of the Faculty Association).
- 1.15 **"Distance Education/Independent Learning/Field Study"** is a means of delivery of any course or educational event where the learner and teacher are separated by space or time and linked through a variety of alternative methods for the purpose of communications.
- 1.16 **"Educational Event"** means an educational presentation completed in one session which will normally not exceed more than six (6) hours.
- 1.17 **"Equity-seeking groups"** are communities that experience significant collective barriers in participating in society. For the purposes of this agreement, equity-seeking groups include women; racialized minorities; Indigenous persons; persons with disabilities; and persons who are members of the 2SLGBTQ+ community.
- 1.18 **"Faculty Association"** means the bargaining unit representing full-time faculty, librarians and Professional Counsellors.
- 1.19 **"Faculty Dean"** means Dean of a Teaching Faculty or the School of Law.
- 1.20 **"Faculty Members"** means the pre-tenure and regular faculty, LTF (Limited Term Faculty) as defined in the Collective Agreement in force between the University and the Faculty Association.
- 1.21 **"Newly-developed Course"** means a course or educational event which is in its first and second offering, having been newly developed and requiring the integration of client feedback for revision purposes.
- 1.22 **"Non-Credit course"** means any course offered by the University that has not been approved by Senate as part of the University's Academic Credentials.
- 1.23 **"Period of instruction"** means the period during which class instruction, examinations, and the submission and editing of final grades takes place subject to interruptions for statutory holidays, study week or any other period of interruption as designated by the University.

- 1.24 **"Program Director"** means the academic administrator who is responsible for a designated area of Chang School programming.
- 1.25 **"Senate"** means the Senate of the University.
- 1.26 **"School of Law"** refers to the Lincoln Alexander School of Law. For the purpose of this agreement, the School of Law will be considered both a Faculty and a Department/School. The Dean will designate an individual(s) responsible for carrying out the duties assigned to the Chair/Director.
- 1.27 **"Session"** means the period of time allocated for each meeting of a class.
- 1.28 **"Short Course"** means any course consisting of more than six (6) hours up to and including thirty (30) instructional hours.
- 1.29 **"Unit"** means a unit within *the G. Raymond Chang School of Continuing Education*.
- 1.30 **"University"** means Toronto Metropolitan University
- 1.31 **"Vice-Provost"** means the Vice-Provost, Faculty Affairs, or other officer of the University, with executive responsibilities for academic personnel and/or their designate.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that the University possesses exclusive rights and powers to manage the University as provided in the *Toronto Metropolitan University Act, 1977*.
- 2.02 Without limiting the generality of the above, these rights include, but are not limited to the right:
- A. to determine the employees' ability, skills, competence and qualifications for the job; to hire, classify, direct, evaluate, promote, demote, retire, transfer, layoff or recall, discharge, reprimand, suspend or otherwise discipline employees for just cause.
 - B. to determine the requirements of a job and the standards of the work to be performed.
 - C. to expand, reduce, alter, combine, transfer, or cease any job, department, operation, course, educational event, programme, delivery, class or conference.

- D. to determine the educational and learning objectives of the Chang School and the University; to plan, direct and control operations; to determine the size and composition of the workforce; to determine work available for discharge, determine class size, location, job ratings, classifications, hours of student contact, work assignments, methods, schedules, procedures and standards.
- E. to make or change rules, policies and practices provided that such rules, policies and practices shall not be inconsistent with the terms of this Collective Agreement.
- F. to maintain order and efficiency and otherwise generally manage the University, direct the work force and establish terms and conditions of employment not in conflict with the provision of this collective agreement.

2.03 In exercising its rights and powers and in conducting its employment relations the University shall act reasonably, and in a manner consistent with the terms and conditions and the spirit of this agreement.

ARTICLE 3 RECOGNITION

3.01 The University recognizes the Union as the sole and exclusive bargaining agent for all its employees employed in the bargaining unit as defined in the decision of the Ontario Labour Relations Board, July 27, 1994, File # 0537-94-R which states: "All employees of Ryerson Polytechnic University in the Continuing Education Division, in the Province of Ontario who instruct, teach, lecture, mark or grade, save and except Co-ordinators, persons above the rank of C. E. Co-ordinators and those persons for whom the Ryerson Faculty Association held bargaining rights as of May 13, 1994."

3.02 Further, the parties agree that the above is not intended to take away, amend, limit or otherwise fetter existing rights of other bargaining units to their existing collective agreements.

3.03 The parties further agree, that members of the Faculty Association, who teach through The Chang School, after their retirement, shall become members of CUPE, Local 3904, Unit 2.

3.04 For greater clarity, the following employees shall be excluded from the bargaining unit, notwithstanding that these employees shall have the right to teach Chang School courses; namely:

- (a) All program co-ordinators within an academic school, department, faculty and/or division.

- (b) All Continuing Education Program Directors and Continuing Education Program Managers.
- (c) All Senior management of the University, including Deans, Senior Directors, Vice-Provosts, and the President and employees who are involved in labour relations and who have access to labour relations information which may have a detrimental effect on the parties' labour relations and negotiating relationship.

The above list of exclusions in no way is intended to take away, amend, limit or otherwise fetter existing rights of other bargaining units as envisaged in other existing collective agreements.

ARTICLE 4 TERM OF AGREEMENT

- 4.01** This Agreement shall be effective as and from the date of the last ratified contract by the Union and by the Board of Governors and shall expire on August 31, 2024. Thereafter it shall continue in full force and effect for one (1) year and from year to year thereafter unless either party gives to the other party within ninety (90) days prior to its expiry, written notice of its desire to amend or terminate this Agreement.

ARTICLE 5 UNION DUES

- 5.01** For all CECLs who are members of the Union or are deemed to be such, the University shall deduct Union dues from each pay; the first such deduction shall include dues retroactive to the date of appointment. The remittance to the Union of the monies so deducted shall take place within fifteen (15) days of the date on which the pay were issued to the CECLs.
- 5.02** The Union shall advise the University in writing of the amount of Union dues established from time to time. The University shall make deductions and remittances in accordance with advice from the Union which is on the record on the first day of the month in which the deductions are to be made. The University shall send to the Union with the remittance a list of deductions made, itemized by names of the CECLs.
- 5.03** The Union shall indemnify and save the University from any liability arising out of the application of 5.01 and 5.02 above, except such as may result solely from the University's own error. Any such error shall be corrected as soon as possible wherever feasible.

ARTICLE 6 NO DISCRIMINATION

- 6.01** There shall be no discrimination or harassment, as defined by the Ontario Human Rights Code (the "Code"), practised by any of the representative

of the University or the Union with respect to any employee because of activity or inactivity in the Union consistent with this Agreement, nor shall there be any discrimination or harassment by reason of race, creed, colour, age, sex, marital status, family status, nationality, ancestry, place of origin, disability, political or religious affiliation, and sexual orientation, gender identity or expression, citizenship, or record of offences.

6.02 The above clause 6.01 shall not preclude any employment equity mandated by law or agreed to by the parties to this Collective Agreement.

ARTICLE 7 NO STRIKES OR LOCKOUTS

7.01 The Union agrees that there shall be no strikes and the University agrees that there shall be no lockouts as defined in the Ontario Labour Relations Act so long as this Agreement is in effect.

7.02 In the event that any employees of the University, other than those covered by this Agreement, engage in a lawful strike, employees covered by this Agreement shall not be obliged to perform work normally done by those employees.

ARTICLE 8 INFORMATION TO THE UNION

8.01 The University shall send to the Union:

- A. On the first day of the posting period, The Chang School shall provide the following information:
 - i) total work offered in the term, less the amount of work excluded from the posting process;
 - ii) resulting in the amount of work available for posting.
- B. A list of applicants by course section, as soon as the data is compiled by The Chang School.
- C. On the required date of notification to applicants, a list of successful candidates.
- D. At the conclusion of the first week of class of each semester, an initial listing of all courses and the assigned CECL.
- E. Within fifteen (15) working days of the start of classes each term, a list of all Chang School appointments for the term, including:
 - i) CECL's name;
 - ii) Phone number;

- iii) Address;
- iv) Course number and section;
- v) Total course hours;
- vi) Pay rate;
- vii) Experience Credits;
- viii) Toronto Metropolitan University e-mail address.

- F. Within thirty (30) working days of the start of classes each term, a list of all CECLs who hold seniority credits, subject to the provisions of Article 11.05, with their seniority credits up to and including the successfully completed previous academic term.
- G. At the conclusion of five (5) weeks of classes, a list of course enrolment numbers for all sections taught by Unit 2 CECLs.
- H. At the end of the first week of classes each term the Chang School will provide the Union with a list of all cancelled sections, including dates of cancellation and the CECLs assigned to the cancelled section(s).

8.02 The University shall send to the Union, within thirty (30) days of the signing of this agreement, an electronic copy of this agreement and shall post a searchable electronic copy of this Agreement on the University's Vice-Provost, Faculty Affairs website.

8.03 The University shall provide to a duly appointed representative(s) of the local union with access to a reporting tool through the human resources management system. The Reports which will be made available will include: the names, addresses, telephone numbers, rate of pay, completed hours of work, contract dates, contract salary, gender, and email addresses of each member in the bargaining unit.

8.04 The duly appointed representative(s) of the local union must provide the Human Resources Department with their Toronto Metropolitan University Online Identity(ies) email(s) for the system units to set up the appropriate access(es) and security parameters.

ARTICLE 9 GRIEVANCES AND GRIEVANCE ARBITRATION

9.01 Notwithstanding the provisions of the following paragraphs, the parties shall endeavour, wherever possible, to resolve complaints which could give rise to a grievance and arbitration in an informal manner through

consultations between designated representatives of the University, the Union and the CECLs concerned.

9.02 **Definition**

Grievance is a formal written complaint, identified as a grievance, initiated by a bargaining unit member or by the Union (the grievor) and if the former in consultation with the Union, alleging that the University:

has contravened (by interpretation, application or administration) the provisions of this Agreement;

9.03 Notwithstanding the provisions of paragraph 9.02 above, there shall be no grievance permitted concerning actions or situations attributable to the University which the Agreement defines as being within the University's discretionary authority.

It is also understood and agreed that bargaining unit members must be employees of the University at the time any grievance is filed except in circumstances where harassment and/or discrimination, arbitrary or in bad faith, are alleged.

9.04 **Grievance Process**

A. Step 1 (Complaint Level)

If the Union wishes to lodge a grievance on behalf of a bargaining unit member from whom it has received a grievance, the Union shall send the grievance to the Program Director within five (5) working days of the grieved action, or of the time the bargaining unit member or the Union first became aware of such action, or of the existence of a grieved situation.

Within five (5) working days of receipt of the grievance, the Program Director in consultation with the Academic Co-ordinator or Chair/Director of the Department/School, where appropriate, shall meet with the bargaining unit member to hear and discuss and, if possible, resolve the matter. The bargaining unit member may be accompanied by a representative of the Union during such discussion(s), if the bargaining unit member so wishes. The Program Director and/or Academic Co-ordinator/Chair/Director, as appropriate, may be accompanied by another "excluded" employee at the meeting.

The Program Director in consultation with the Academic Co-ordinator/Chair, as appropriate, will deliver their decision within ten

(10) working days of the date of the meeting. Failing settlement which is satisfactory to the grievor, then:

B. Step 2 (Complaint at Decanal Level)

Within ten (10) working days of receipt of the decision under Step 1, or if no decision is forthcoming, the grievance may be submitted to the Dean.

Within ten (10) working days of receipt of the Step 2 grievance, the Dean of The Chang School or their designate, in consultation with the appropriate Faculty Dean, where appropriate, shall meet with the Union and the bargaining unit member to discuss, and if appropriate to resolve the matter. The bargaining unit member may be accompanied by a representative of the Union during such discussion(s), if the bargaining unit member so wishes. The Dean(s) or their designate may be accompanied by another "excluded" employee at such a meeting.

The Dean in consultation with the appropriate Faculty Dean, if applicable, shall deliver their decision within ten (10) working days from the date of the Step 2 grievance meeting. Failing settlement which is satisfactory to the Union, then:

C. Step 3 (Filing a Grievance)

Within ten (10) working days of receipt of the decision under Step 2, or if no decision is forthcoming, the grievance may be submitted to the Vice-Provost, or their designate.

Within ten (10) working days of receipt of the Step 3 grievance, the parties will meet to discuss the grievance at a time and place suitable to them. In addition to the CECL concerned, up to three (3) representatives of the local Union, for example, the appropriate Vice President, Local Steward and Staff Representative from the Union, shall have the right to be present at such meeting. The Vice-Provost, or their designate, may invite to the meeting such other persons (for example, the appropriate Chair and/or Dean—The Chang School or Faculty Dean) that they consider advisable, to a maximum of five (5).

The Vice-Provost, or their designate, shall deliver a decision within ten (10) working days from the date of the Step 3 grievance meeting. If the decision of the Vice-Provost, or their designate, is not satisfactory to the Union, or if no decision is forthcoming, the complaint which was the subject of the grievance shall be referred

to arbitration within ten (10) working days of receipt of the decision, as outlined in paragraph 9.09 below.

- 9.05** Within five (5) working days of the grieved action, or of the time the CECL, Union or group of CECLs first became aware of such action or of the existence of a grieved situation, the Union wishing to lodge a grievance in respect of an action or situation concerning the Union, or CECLs in general, or a group of CECLs serving under more than one Program Director, Chair/Director or Dean, may send such grievance directly to either the appropriate Dean(s) or Vice-Provost, or their designate, as it sees fit, and the provisions of paragraph 9.04 B. or C. shall respectively prevail.
- 9.06** Any grievance not submitted nor advanced within the time limits shall be deemed to have been abandoned. No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure.
- 9.07** Time limits provided in this Article, specifically paragraphs 9.04 and 9.05, may be varied or extended by specific written agreement of the parties in any particular proceeding.

Arbitration

- 9.08** Within thirty (30) days from the receipt of the decision from the Vice-Provost, Faculty Affairs, or their designate, and/or the Union as the case may be, either party may submit the matter to Arbitration. Either party, in its submission to arbitration, will stipulate that the issue shall be dealt with by a sole Arbitrator. At the time the matter is referred to arbitration, the referring party shall provide a list of no less than three (3) Arbitrators it recommends to hear the grievance. The Parties shall then enter into consultations with a view to selecting an Arbitrator acceptable to both.
- Failing agreement upon such a selection of an Arbitrator within ten (10) working days or failing availability within a period acceptable to both parties of the selected Arbitrator, either party shall have the right to ask the Ontario Minister of Labour to appoint a person as an Arbitrator.
- 9.09** No person may be appointed as an Arbitrator who has been directly or indirectly involved in an attempt to negotiate or settle the grievance.
- 9.10** The Arbitrator shall determine the procedure to be followed, which shall, however, afford full opportunity to the parties to provide evidence and to present arguments bearing on the case.

- 9.11** The Arbitrator, as the case may be, shall first determine whether the issue is arbitrable under the provisions of this Agreement (paragraphs 9.02, 9.03, 9.04, 9.05 and 9.06 above) and proceed or refrain from proceeding further according to that finding.
- 9.12** The Arbitrator shall not have jurisdiction to amend or add to any of the provisions of this agreement, or to substitute any new provisions in lieu thereof, or give any decision inconsistent with the terms and conditions of this agreement.
- 9.13** The Arbitrator shall have authority to disregard arguments based on minor procedural defects which may have occurred at the grievance or arbitration stage if these, in the opinion of the Arbitrator, have no essential bearing upon the substance of the issue.
- 9.14** Decisions of the Arbitrator shall be final and binding upon the parties, but if the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator to clarify the decision, and such clarification shall be binding.
- 9.15** Each party shall bear one half of the fees and expenses of the single Arbitrator.

Employer Grievance

- 9.16** The University may lodge a formal grievance with the President of the Union on the ground that the provisions of this Agreement have been contravened by the Union. The grievance shall be made in writing within ten (10) working days from the action giving rise to the grievance or from the time the University first became aware of such action or of a situation unacceptable to the University and alleged to have been caused by the Union or its members. When such a complaint has been made it shall include specific reference to the provisions of this paragraph and a detailed submission outlining the issue being submitted to arbitration, the grounds upon which redress is sought and the nature of the redress.
- 9.17** Further to article 9.16 above, designated representative of the University and of the Union shall meet within five (5) working days in an effort to resolve the grievance. If the grievance is not resolved in this manner within the next five (5) working days or within such further period as representatives of the parties may agree upon, the grievance may be referred to arbitration within ten (10) working days from the breakdown of the discussions between the representatives of the parties or within ten (10) working days of receipt of the grievance response. Thereafter, the provision of paragraphs 9.08 to 9.15 shall, mutatis mutandis, apply.

9.18 **Mediation Dispute Resolution**

By mutual agreement, a grievance may be referred to a Mediator at any time during the grievance or arbitration process. The parties shall share equally in the costs involved in the appointment of a Mediator. The Mediator shall not order a resolution of the grievance but may make recommendations to the parties.

**ARTICLE 10 DISCRIMINATION/HARASSMENT COMPLAINT(S) AND
GRIEVANCE PROCESS**

10.01 **Filing a Complaint Under University Policy**

A CECL who: (a) is an employee of the University or was an employee within the past twelve (12) months and whose allegations relate to an incident(s) in the past twelve (12) months, and (b) has a complaint of harassment or discrimination as defined in Article 10 shall first raise the matter with Human Rights Services or the most senior non-bargaining unit manager (in this case, the Dean of The Chang School). Human Rights Services will conduct an investigation appropriate to the circumstances and will forward the results of that investigation to the Dean of The Chang School who will issue their decision to the complainant, in writing, within a reasonable timeframe.

10.02 At any point in the process the complaint may be referred to the Ontario Human Rights Tribunal by the CECL.

10.03 **Filing a Grievance**

- A. If the complainant is not satisfied with the written response received from the Dean or their designate within ten (10) working days of the receipt of such written response the Union may forward a written grievance to the Chief Human Resources Officer.
- B. On receipt of the formal written grievance, the Chief Human Resources Officer or their designate shall schedule a meeting with the complainant and their union representative, if requested, to review the complaint, determine the areas of disagreement or dissatisfaction with the communication and the remedy sought by the complainant.
- C. The Chief Human Resources Officer or their designate shall then review all documentation, report(s) and evidence upon which the Dean's decision was made within thirty (30) working days of receipt of the grievance.
- D. At the completion of the review, the Chief Human Resources Officer or their designate, shall within ten (10) working days schedule a meeting with the complainant and the Union and shall communicate the results of the review including conclusions reached and disposition of the grievance.

- E. The Chief Human Resources Officer or their designate shall then further communicate their decision in writing to the complainant and the Union within ten (10) working days of the scheduled meeting referred to above.

10.04 **Arbitration**

- A. If the decision of the Chief Human Resources Officer or their designate is not satisfactory or if none is communicated within the time limits referred to above, the grievance may be submitted - within ten (10) working days after the expiry of the time limit set out above for the written communication of the decision of the Chief Human Resources Officer or their designate - by the Union to arbitration as set forth in Article 9.

10.05 **Time Limits for Processing Harassment Grievance**

- A. No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure outlined above and subject to agreement reached as per clause B. below.
- B. Time limits provided for in this Article may be varied or extended by specific written agreement of the parties in any particular proceeding.

10.06 **Representation During Investigation**

- A. The employee shall have the right to be accompanied by a Union representative at all and any meetings during the investigation process. Further, the employee shall have the right to consult with their union representative throughout the processes outlined in this Article.

10.07 **Confidentiality**

- A. All University and Union representative(s) who have access to information, or are in possession of documentation pertaining to matters/incidents involving harassment, shall hold such in strict confidence. This shall include refraining from discussions or releasing information in any form, except as required by law or required for the operation of the University. In cases where the University provides the Union representative(s) with the name(s) of witness(es) interviewed or names of individuals referenced in the

interview(s) with witness(es), the Union undertakes not to disclose those name(s) to the member concerned.

10.08 **Mediation**

By mutual agreement, a grievance may be referred to a Mediator at any time during the grievance or arbitration process. The parties shall share equally in the costs involved in the appointment of a Mediator. The Mediator shall not order a resolution of the grievance but may make recommendations to the parties.

ARTICLE 11 APPOINTMENT PROCEDURE - POSTING

11.01 **Posting Vacancies**

- A. Decisions as to what position vacancies (teaching appointments) may be available for posting and all actions incidental to the process of reaching such decisions shall be within the University's discretionary authority.
- B. As soon as the Chang School, where appropriate, in consultation with the teaching department, is able to determine the total volume of teaching expected to be available, the Chang School shall post the position vacancies. The Chang School, in consultation with the teaching department, will post the position vacancies twice in an academic year, i.e. Fall/Winter and Spring/Summer semester and where applicable the University shall post ancillary postings for the Winter term.
- C. Notwithstanding the above, short courses, brokered courses and educational events, corporate/specialized, independent learning/field study and newly developed courses shall not be required to be posted. At the end of the semester, the Chang School will provide the Union with a list of the above.
- D. In addition to paragraph C. above, an additional twenty-eight percent (28%) of the volume of courses subsequently available shall also be restricted. This twenty-eight percent (28%) restriction shall only apply from September 1, 2021 up to and including August 31, 2024 and is subject to Article 4.01 of the Collective Agreement. *On the posting dates outlined in Article 11.02 below*, the Chang School will provide the Union with a list of the restricted courses.
- E. Restricted means that the Chang School has the right to offer such restricted work to the candidate deemed most qualified without having to post the position vacancy. All such decisions and the process leading and incidental to such decisions are within management's discretion and are not grievable unless such decisions involve discrimination on a specified ground foreseen in Article 6, (No Discrimination); arbitrary, bad faith; or failure to follow any specific process set out in the provision of this Agreement.

- F. Of the seventy-two percent (72%) of position vacancies the University is required to post; no less than seventy-five percent (75%) of such vacancies shall be for credit courses.
- G. Of the courses with multiple sections, fifty-five percent (55%) of those first sections will be posted. Multiple section offerings means more than one section is being offered on the same night, at the same time, with the same start and end dates.
- H. Each position vacancy posting will be posted online. A copy of the posting will be forwarded to the local Union for information purposes.

11.02 Posting Information

- A. The following provisions apply only to position vacancies which are posted.

Pursuant to Article 11.01 B, posting notices shall be prepared and posted as follows:

For the Fall and Winter Term: June 12th

For the Spring/Summer Term: February 15th

The Chang's School on-line calendar shall be deemed to be the source for information regarding course content, dates, starting times and location.

- B. The posting shall consist, whenever possible, of individualized postings of each course available and the notice shall include:
 - i start and end dates of appointment;
 - ii course code, course title, delivery mode, information regarding the general approaches to teaching and learning and, where possible, by section code;
 - iii qualifications required for teaching including appropriate academic credentials;
 - iv application deadline for on-line submissions; and
 - v a statement outlining the candidate's responsibilities when applying for the position vacancy;
- C. For the Fall and Winter terms each position vacancy shall be posted for a period of ten (10) calendar days within the Chang School. For the Spring/Summer term, each position vacancy shall be posted for a period of ten (10) calendar days within the Chang School. The closing time for applications will be 11:59 p.m. on the final calendar day.

11.03 Applicant Responsibilities

The following provisions apply only to position vacancies which are posted.

- A. Applications for each position vacancy must be on-line. All applicants shall be expected to apply following The Chang School's on-line application process.

All applications must be submitted on-line prior to the posting deadline.

This procedure shall be followed for each semester and in respect of each course section for which the applicant is applying.

Applications received after the posting deadline shall not be considered.

- B. Applicants applying for posted position vacancies are responsible for providing all relevant information concerning their candidacy.
- C. Successful applicants shall be required as a condition of employment to validate their academic qualification through the provision of original transcript(s) no later than normally within four (4) weeks from the date of the original appointment. Such transcripts are to be received in the Chang School from the degree granting institution(s). Transcripts for subsequent appointments are not required provided that the CECL has already submitted their original transcript for the qualifications required.

11.04 Selection

The following provisions shall apply to all posted position vacancies.

A. Selection Committee:

A selection committee consisting of the Program Director and Academic Co-ordinator and/or Chair/Director shall be convened for position vacancies as per the posting notice. If appropriate, a subject specialist, appointed by the relevant Department/School, or the Program Director, as appropriate, may be invited to assist the Committee. The Committee shall evaluate the applicants and recommend the appointments for the position vacancies within a program of study.

The Committee shall evaluate the applicants based on the qualifications and criteria stated below using the on-line application submission, knowledge of the applicants and other relevant information such as the Chang School evaluations.

The University will provide training to members of the selection committee regarding the selection process outlined in this Article. The Chang School will provide to the local union a list of the selection committee members and the dates that such members received training and updated lists, when appropriate.

B. Qualifications/Selection Criteria:

Applicants and/or employees shall be evaluated by the Selection Committee in terms of qualifications and appointments shall be offered on this basis.

The Selection Committee shall consider candidates on the basis of their qualifications as follows:

- (i) Education
 - academic credentials and professional designations, as applicable;
 - terminal degree typically held by a CECL in that discipline/profession in the university sector;
- (ii) Experience
 - relevant work and/or community experience in the professional field or discipline;
 - relevant teaching experience;
 - previous experience teaching the same or an equivalent course at the University.
- (iii) Currency
 - evidence of having maintained up-to-date knowledge (including practice skills, where appropriate) and achievements in their field/discipline.
- (iv) Teaching Skills and Effective Interaction
 - evidence of teaching effectively to adult learners and/or evidence of teaching effectively in a post-secondary

environment which may include relevant assessment tools or equivalent documentation;

- evidence of ability to interact effectively with adult learners and colleagues in a diverse and inclusive environment; ability to work effectively in groups; ability to resolve conflicts constructively;
- evidence of ability to include equity, diversity and inclusion into their teaching. They are not required to be members of an equity-seeking group;
- ability to carry out the duties and obligations of a CECL in accordance with Article 12;
- ability to empathize with others and consider varied perspectives.

The rubric based on the above Selection Criteria will be documented for each section/course prior to ranking. Commencing in the Fall 2023 semester, the rubric will be provided to the Union as soon as it is documented for each section/course.

- C.** Where the University fills the position using the criteria described in 11.04 B. above, and where these criteria are, as between or amongst applicants, relatively equal, then the accumulated experience credits (seniority) shall be considered as the determining factor. Applicants who have obtained their desired number of sections up to the maximum number of sections as provided for in Article 11.07 shall not be included in the selection process and in any relatively equal pool for any vacancies that exceed their desired number of section up to the maximum number of sections that they are entitled to as outlined in Article 11.07.

It is understood that appointments which are made on the basis of seniority as the determining factor, that such appointments will not be subject to the grievance procedures, unless the Union alleges arbitrary, discriminatory, bad faith behaviour or failure to follow any specific process outlined in the provisions of this Agreement.

D. Additional and Unfilled Vacancies

- i) If there are posted teaching vacancies unfilled following the posting procedures the Selection Committee shall recommend that the residual job vacancies be filled in an appropriate manner, consistent with the selection criteria outlined in Article 11.04.B.
- ii) Further, if the successful applicant is unable to accept a vacancy offered or accepts the vacancy and then must refuse the offer, The Chang School shall then fill the vacancy

in an appropriate manner, consistent with the selection criteria outlined in Article 11.04.B., including a review of the other applicants who applied for this vacancy and who were evaluated by the Selection Committee as qualified.

- iii) When additional sections or courses are added after the posting period, as outlined in Article 11.02 A. above, the Selection Committee shall review all applicants deemed to be best qualified by the Committee and who have not obtained the two (2) section maxima as outlined in Article 11.06. Such applicants shall be reviewed by the Selection Committee to determine if any of these remaining applicants should be offered the new section(s) or course(s). Such applicants are subject to the two (2) section maxima as outlined in Article 11.06. Applicants are not guaranteed work as a result of this process. Applicants who are not offered a new section(s) or course(s) as a result of this process, may not grieve the process or its outcome, unless such decisions involve discrimination on a specified ground foreseen in Article 6, (No Discrimination); is arbitrary, in bad faith, or failure to follow any specific process set out in the provisions of this Agreement.

E. Information on the Selection Process

The Chang School shall release to the local union, a copy of each of the weightings, rankings and associated points of their candidacy and that of the successful candidate relative to the selection criteria as defined in Article 11.04 (B) of the collective agreement within five (5) working days. This requirement shall apply to all posted position vacancies.

11.05 Experience Credits (Seniority):

Experience credits shall only be used in respect of the hiring procedures, Article 11.04 C., as per above, and in respect of vacation pay as outlined in Article 15.02, Vacation Pay.

The amount of experience credits in respect of eligible bargaining unit members shall be established by The Chang School as follows:

For each term:

One (1) unit of experience credit for completion of instruction of a credit or non-credit course(s) of a total of forty-two (42) hours or greater for the Fall Term; one half (1/2) unit of credit for completion of all other instruction totalling less than forty-two (42) hours.

One (1) unit of experience credit for completion of instruction of a credit or non-credit course(s) of a total of forty-two (42) hours or greater for the Winter Term; one-half (1/2) unit of credit for completion of all other instruction totalling less than forty-two (42) hours.

One (1) unit of experience credit for completion of instruction of a credit or non-credit course(s) of a total of forty-two (42) hours or greater for the Spring/Summer term; one half (1/2) unit of credit for completion of all other instruction totalling less than forty-two (42) hours.

Experience credits shall not accrue during an incumbent's first three (3) teaching terms and shall not be eligible for consideration in the hiring process until the incumbent has successfully completed three (3) terms of instruction. At the conclusion of the third term of instruction, experience credits as per above formulate shall be credited to the applicable bargaining unit members retroactive to the first teaching appointment commencing July 27, 1994.

Experience credits shall only accrue during periods of active employment with The Chang School to a maximum of one (1) unit per term.

Experience credits shall lapse automatically and are not redeemable after a period of six (6) consecutive terms during which time there is no employment relationship with The Chang School.

11.06 Educational Upgrade

A CECL who has six (6) or more experience credits and who elects to upgrade their qualifications may request an educational upgrade leave as articulated in this clause.

The CECL will submit, in writing, their request for an educational upgrade leave to the Dean of The Chang School for approval. The CECL's written request will include the pertinent details regarding the educational upgrade. The educational upgrade must be relevant to the academic needs of The Chang School. Such leave will not be unreasonably denied. The Dean's approval (in consultation with the Program Director and Academic Coordinator) is subject to the CECL showing proof of registration and successful completion of upgrading or proof of progress at the end of each semester.

Under the above circumstances, no experience credits shall accrue during the period of non-employment with the University, however, upon application and appointment to a posted vacancy in the bargaining unit, the CECL shall be credited with the experience credits they had on the official record prior to the educational upgrading for a maximum of five (5)

years from the date of the educational upgrading was undertaken by the CECL. After five (5) years, the CECL's experience credits shall lapse as per Clause 11.05 above.

11.07 Appointment Procedure:

Upon recommendation of the Selection Committee, the Program Director shall offer a conditional offer of appointment to the selected applicant.

Normally, The Chang School shall not offer more than two (2) sections per semester relative to credit courses in total to a bargaining unit member irrespective of the source of such work - that is, from the pool of restricted credit courses and/or from the pool of posted credit course vacancies. The two (2) section maxima may be increased at the University's discretion in respect of operational requirements, but shall not exceed four (4) sections in any given semester. With respect to the limit of two (2) sections per semester relative to credit courses, the Spring semester shall be considered as one separate and distinct semester and the Summer semester as another separate and distinct semester.

Spring/summer semester consists of the three teaching periods:

- i) the Spring period, with courses running in a condensed seven (7) week format in May and June;
- ii) the Summer period, with courses running in a condensed seven (7) week period in June and July/August;
- iii) and the Spring-Summer period, with courses running for thirteen (13) weeks between May and July/August.

A CECL may teach up to three (3) courses across all three teaching periods in the Spring/Summer semester, however they may only teach two (2) courses in each individual Spring or Summer teaching period. On an exceptional basis, a total of four (4) sections may be taught within the Spring/Summer semester, with a limit of three (3) courses in each individual Spring or Summer teaching period being taught in any one teaching period.

Only CECLs who have taught two (2) courses in the Spring and two (2) courses in the Summer, within the same academic year, in at least two Spring/Summer semesters commencing in the Spring period and Summer period of 2018 will be entitled to teach two courses in each of the Spring and Summer periods for a total of four (4) courses for the duration of their time teaching at the Chang School.

The local Union shall be provided with the rationale for exceeding the maxima; however, such decisions are not grievable, unless such decision involve discrimination on a specified ground foreseen in Article 6, (No

Discrimination); is arbitrary, is in bad faith; or failure to follow any specific process set out in the provisions of this Agreement.

The conditional offer of appointment shall contain relevant information concerning the appointment, including a statement that the offer is subject to sufficient student enrolment.

In circumstances where The Chang School offers a CECL a two (2) semester conditional appointment, such appointment will be conditional not only in respect of sufficient student enrolment, but also subject to the CECL satisfactorily meeting the obligations of a CECL as outlined in Article 12 of the Collective Agreement, and satisfactory teaching assessment. The second semester of the two (2) semester appointment shall be confirmed prior to the commencement of the subsequent teaching term.

Offers of appointment for each term will be issued up to forty (40) days after the final date of postings. Further, taking into account these forty (40) days, offers of appointment for the Fall term or the Fall and Winter term for credit and non-credit courses shall be issued by:

- For the Fall Term July 30th
- For the Winter Term November 1st (successful applicants will receive an email notification of Winter term sections on July 30th);
- For the Spring/Summer term March 24th

The employment contract period for credit and non-credit courses in the Fall term shall normally be for the approximate period of September to December; for the Winter term it shall normally be for the approximate period of January to April and for the Spring/Summer term, the contract period shall normally be for the approximate period May to August.

The Chang School on-line Calendar shall be the official source with respect to the actual dates of the employment contract periods within the period defined above.

The successful applicants shall be required to accept the offer of appointment on-line prior to the expiration date indicated on the appointment. Should the applicant not accept the appointment prior to the expiration date such appointment is nullified and the appointment shall automatically become null and void.

ARTICLE 12 DUTIES AND OBLIGATIONS

Consistent with The Chang School's goals and objectives, CECLs are encouraged to create an environment which is consistent with and conducive to accessibility and adult learners. Within this context:

12.01 Duties:

The duties of CECL shall be to:

- A. teach the courses assigned to them according to a prescribed curriculum and by prescribed methods adhering to all approved course management policies of Senate and the Department/School/Division.
- B. be accessible to students either directly or through the Program Assistant of The Chang School;
- C. make up the content of any missed classes for any reason whatsoever without additional compensation, the manner in which the content of the missed class will be made up will be approved by the Academic Coordinator and Program Director and will be communicated to the students;
- D. evaluate the work of students according to approved University policies; and
- E. manage relevant course and student materials according to the University's policies;

CECLs shall be provided with the Chang School Handbook which outlines the detailed procedural requirements in discharging the duties and obligations outlined above which are consistent with Senate, faculty or division policies.

12.02 Obligations:

The obligations of a CECL shall be:

- A. While CECLs shall have the freedom to participate in general discussions of issues arising within the University, any criticism expressed in such discussions shall be characterized, as must criticism voiced anywhere, by a sense of responsibility. Further, CECLs shall not discuss their grievances with students.
- B. CECLs shall refrain from expressing or condoning views or adopting attitudes and behaviours which might damage or violate the self respect, dignity and human rights of the students they teach.
- C. CECLs shall respect the dignity, integrity and human rights of their teaching and non teaching colleagues and shall sustain a climate in

which members of instructional staff may function as responsible academics.

- D. CECLs shall be issued a University e-mail account upon appointment. CECLs shall be required to access and maintain this e-mail account on a regular basis. This e-mail account will be used to receive official University information, notices and other relevant material.

12.03 Average Section Size:

The average section sizes listed below shall not be exceeded except as envisaged below as at the official count date(s).

Sections	Average Section Size
1	60
2	55

- (b) The total number of additional students that a CECL may be assigned to teach in respect of each section shall not exceed fifteen (15) students.
- (c) If the average student enrolment for all sections assigned to the CECL exceeds the maxima stated above, the CECL shall be compensated for the total number of students over the aggregate amount at the rate of \$80.00 per student.

ARTICLE 13 COURSE/CLASS CANCELLATIONS AND APPOINTMENT TERMINATIONS

13.01 Termination Prior to Commencement of Appointment

In the event that the conditional offer of appointment contract must be nullified, the Programme Director shall so notify the appointee (by telephone, electronic mail or any other communication vehicle which may be appropriate) no later than forty-eight (48) hours prior to the commencement of classes.

In the event that the conditional offer of appointment is nullified, the appointment shall automatically become null and void. The nullification of the conditional appointment carries with it no financial or other obligations whatsoever by The Chang School the Continuing Education Division and/or Toronto Metropolitan University.

The Chang School will not be required to re-post the vacancy and the Chang School/Department will appoint the next qualified applicant on the ranking list for that position vacancy to teach the course(s). Should there be no further qualified applicants in the applicant pool for that vacancy, the Chang School/Department is free within its own discretion to appoint another person to teach the course(s) without posting. In such circumstances, the Chang School/Department will advise the Union of the nullified appointment and newly appointed CECL.

13.02 **Termination for Failure for Non-attendance**

In the event that a CECL fails to show up for class, and fails to notify the Program Director with a reasonable explanation which is acceptable to the Program Director as soon as reasonably possible, the appointment shall automatically become null and void without further notice and without further recourse by the CECL and/or Union.

The Chang School is then free within its own discretion to appoint another person to teach the course(s) without posting. In such a circumstance, The Chang School will advise the Union of the nullified appointment and the newly appointed CECL.

13.03 **Termination After Commencement of Classes**

If a CECL is terminated after the first night of classes but before the expiry date of the appointment because their services are no longer required owing to the cancellation of the course(s) or section(s) of a course they are teaching, the CECL shall be given one (1) session of pay in addition to the pay owed for the teaching completed. No such notice is required if the conditional offer of appointment is terminated at least twenty-four (24) hours in advance of the day classes start as per Article 13.01, except where the classes are cancelled less than the forty-eight (48) hours foreseen in clause 13.01, in which case the CECL shall be paid the equivalent of nine (9) hours of work.

13.04 It is further understood that the CECL's appointment lapses on the terminal date, and as such the CECL's employment relationship with University ceases on their terminal date. Further, subject to the provisions of Article 25, Continuing Appointments, the University is under no obligation to rehire any CECL at any time once their appointment lapses.

13.05 Decisions concerning discharge or termination shall be made by the Dean in consultation with the Chair/Director and/or Academic Co-ordinator and the Program Director and shall -- unless the reasons for discharge are such as to render this impractical or inappropriate -- be preceded by a notice in writing to the CECL and the Union of the reasons for the

discharge and termination, and by a meeting of the CECL with the Dean at which the reasons for the discharge or termination shall be stated. The CECL may be accompanied at the meeting by a representative of the Union which shall be advised, in advance, of the time and place of the meeting.

- 13.06** CECLs may, from time to time, be required to participate in and/or complete specific activities related to their duties as a CECL, which have been scheduled beyond the terminal date of their appointment (e.g. participation in student appeals, etc.). In such circumstances, the Program Director, in collaboration with the Academic Coordinator (where applicable) and the CECL shall agree on the type of participation required and the amount of time needed to complete such activity(ies). Such agreement shall be confirmed by the Program Director in writing and the CECL shall be paid \$ 100.00 per hour for the agreed upon activities. The CECL will be paid a minimum of two (2) hours or the amount of time required to carry out the agreed upon activities, whichever is greater.

ARTICLE 14 ACADEMIC FREEDOM AND INTELLECTUAL PROPERTY

- 14.01** CECLs have the right to academic freedom as provided for below and they retain all their legal rights to express themselves. The right to academic freedom must be exercised in compliance with the terms of the CECL's teaching contract and the priorities and practices of the Chang School, as well as, where applicable, the practices of the Academic Schools/Departments with whom the Chang School partners to offer courses. Academic Freedom for CECLs is recognized in the context that the Chang School, in accord with Academic Schools/Departments where applicable, has the right to determine the mode of course delivery, general approaches to teaching and learning, technology, and standards of teaching practices. In accordance with the above, CECLs shall be accorded academic freedom in the presentation of that course consistent with the explicit rights and responsibilities as outlined in this Article. Subject to the preceding, the University and the Union agree that neither party shall interfere with, censor or discipline any CECL's academic freedom. Academic freedom does not require neutrality on the part of the individual. In exercising their freedom of expression, the CECL has the responsibility to adhere to the law and as such it does not confer legal immunity nor diminish the obligation of the CECL to meet their duties and responsibilities as set out in the Collective Agreement and their individual appointments. In exercising such freedom, the CECL is required to discharge their responsibilities in accordance with University policies and procedures. In statements outside the University, CECLs shall not claim to speak on behalf of the University unless authorized to do so. Should confusion arise concerning whether an CECL was speaking on behalf of the University, the CECL shall issue a disclaimer.

14.02 A CECL is the sole holder of copyright in their own lectures and in all copyrightable material produced pursuant to their Duties and Obligations, even if such material was produced solely on the University's time and with the University's facilities and resources. The University acknowledges that it has no interest in and no claim to any copyright for such works. The University also recognizes the right of the CECL to protect such copyright in situations where students or other University employees utilize such copyrightable material without the consent of the CECL.

14.03 A CECL who creates a copyrighted work in the course of their normal duties and responsibilities as defined by this Agreement shall grant the University a non-exclusive, royalty-free, irrevocable and non-transferable licence to use such works in other, non-commercial teaching and/or SRC activities of the University subject to copyright requirements of academic journals and other vehicles of scholarly publication. This licence shall not apply to a CECL's personal documents, including unpublished lecture notes, course notes, lab notes, videos or audio recordings of any lectures or any work-in-progress. The CECL may withdraw the right to use because of dating or other bona fide scholarly reasons provided that the member has provided the University with reasonable notice of the change being sought and has been unsuccessful in effecting such change.

14.04 Intellectual Property Outside of University Obligations

In circumstances where a CECL creates intellectual property separate and apart from the CECL's duties and obligations pursuant to their appointment with the University under the collective agreement between the University and CUPE, Local 3904, Unit 2, meaning on the CECL's own time and using the CECL's own resources, the intellectual property so created will remain the property of the CECL and the University shall have no claim on such intellectual property.

ARTICLE 15 PAY SCHEDULE

15.01 CECLs shall be paid on a biweekly basis, two (2) weeks in arrears by direct deposit.

15.02 Vacation Pay:

In addition to the Rates of Pay outlined in Article 16, CECLs, who are eligible shall have four percent (4%) vacation pay added to each pay cheque and CECLs, who are eligible and who have more than thirty (30) experience credits (seniority) or has completed five or more years of consecutive employment at TMU teaching in all three semesters, shall

have six percent (6%) vacation pay added to each pay cheque. In no case will the entitlement be less than the Employment Standards Act.

ARTICLE 16 RATES OF PAY

16.01 Rates of Pay for Credit Courses:

Effective Fall 2021 term, the rate of pay shall be \$169.88
Effective the Fall 2022 term, the rate of pay shall be \$171.58
Effective the Fall 2023 term, the rate of pay shall be \$173.30

16.02 Rates of Pay for Non-Credit Courses

For CECLs teaching regular non-credit courses their hourly rate of pay shall not exceed the flat fee amounts outlined in 16.01, above, for each salary year. In unusual circumstances where a CECL's hourly rate of pay exceeds the flat fee amounts outlined in 16.01 above, the University will provide the Union with the appropriate rationale. In addition, on the effective dates outlined in 16.01 above, such CECLs shall have their hourly rates of pay adjusted equivalent to the percentage increases in 16.01 above.

16.03 Rates of pay for restricted courses as defined in Article 11.01 C. and excluded from the posting provisions, shall remain within the absolute discretionary authority of the Chang School and shall be negotiated between the Chang School and the prospective employee on an individual, case by case basis and shall not be grievable, unless such decisions involve discrimination on a specified ground foreseen in Article 6, (No Discrimination); is arbitrary, in bad faith; or failure to follow any specific process set out in the provisions of this Agreement. The Union shall be notified of the negotiated rates of pay.

16.04 The established rates of pay shall be deemed to include as required, preparation time, delivery of the course, student advising and evaluation, submission of marks, and grade edits and includes pro rata payment for statutory holidays falling within the period of appointment.

16.05 Failure by the CECL to submit grades in the prescribed manner and within the time limits established by the Chang School and without providing a reasonable explanation to the Chang School shall be tantamount to a breach of the employment relationship and shall be deemed to be just cause as per Article 12 (Duties and Obligations) for non issuance of any subsequent appointments. In such circumstances, there shall be no recourse or redress permitted either by the CECL or the Union.

ARTICLE 17 BENEFITS

17.01 The CECLs shall be entitled to receive statutory required benefits of CPP, EI, and Workers' Compensation, EHT.

17.02 **Health Benefits**

Employees from other constituent groups at the University who have health care benefits at the University and who obtain a CECL appointment are not eligible for health benefits outlined below.

There shall be no duplication, pyramiding or double counting of any benefit whatsoever as provided for in this Agreement, nor shall the same hours worked be utilized more than once to attract more than one rate of pay or premium benefit.

The University shall pay the premiums to provide an extended health care plan for prescription drug coverage, for the employee and their dependent(s) for CECLs with appointments upon the completion of the first three (3) teaching terms. Such prescription drug coverage shall include a deductible of \$25 single/\$50 family, mandatory generic substitution, \$9 dispensing fee cap and a pay direct card.

The pay direct card shall be implemented no later than January 1, 2023.

The “annual” time period shall be the calendar year, commencing on January 1st and coverage shall be in effect for the term of the CECL contract of employment.

The CECL and their dependent(s) shall each receive 90% reimbursement up to a \$350 annual maximum, per person.

The University shall transfer a one-time lump sum of \$31,983.33 for the period September 1, 2022 to December 31, 2022, to the local union for the purpose of purchasing benefits and/or reimbursing members of the bargaining unit for benefit related expenses.

This Benefits Fund shall be managed and administered exclusively by the local union. The University’s sole and exclusive obligation in regards to these funds is to ensure that the agreed upon transfer of the lump sum payments occur as scheduled.

The Union will be responsible for administering the Benefit Fund processes and shall establish criteria for the Funds. The processes will require the Union to establish, maintain and address the following:

- a) Claim process;
- b) Claim approval/denial process;
- c) The reimbursement process;
- d) Appropriate record keeping processes;
- e) Accounting and reconciliation process
- f) Processes to ensure adherence to tax reporting requirements; and
- g) Any and all claims, grievances, or demands, including interest and penalties made by Canada Revenue Agency or by an employee as it relates to the distribution of the benefit reimbursement funds.

The Union agrees to provide the University with a Report on the use of these monies, identifying how much and to whom it has been disbursed consistent with the practice in the preceding collective agreement. This report will be accompanied by a special report prepared and signed by the Union's external auditors. This will be provided no later than February 15th, 2023 for the one-time only lump sum amounts transferred to the Union in Fall 2022. The parties understand and agree that the transfer of the above noted funds shall be subject to the Union providing the Annual Report(s). The Union shall return any unspent funds to the University in the following year.

The Union will be responsible for the tax reporting requirements of the Benefit Fund.

The Union agrees to indemnify and save harmless the University from any and all claims, grievances or demands, including interest and penalties, made by the Canada Revenue Agency or by any employee as it relates to the distribution of these funds.

17.03 Professional Expense Reimbursement Fund

The University recognizes that the duty of CECLs to maintain academic and/or professional competence and currency will, from time to time, necessitate the incurring of expenses.

Recognizing that it is the principal beneficiary of competence and currency stated immediately above, the University will establish a Professional Expense Reimbursement Fund (PERF) from which individual CECLs shall be reimbursed for eligible expenses according to the University policies and Canada Customs and Revenue Agency requirements.

Professional development expenses include but are not limited to:

- (i) travel and associated expenses related to meetings, conferences, study leave or other similar professional

activities, and eligible expenses not covered by or in excess of monies available from other funds for similar purposes;

- (ii) registration fees and other expenses for meetings of learned societies, other professional organizations, workshops, seminars and similar activities;
- (iii) membership fees in learned societies and professional organizations;
- (iv) books and subscriptions to scholarly journals;
- (v) expenses directly associated with teaching responsibilities or professional programmes;

Subject to the terms of this Article, the University agrees to transfer to the local Union one-time lump sum payments as follows:

- \$125,000 by September 15th, 2021;
- \$125,000 by September 15th, 2022; and
- \$125,000 by September 15th, 2023.

This money is for the professional development of the Chang School CECs represented by the Union and will be administered by the Union for specific employer related or general employment related training and related professional development purposes and for no other purpose.

Any unused PERF monies based on the annual report and the external auditor's special purpose review report will be retained by the Union and shall only be used in future years for reimbursement of professional expenses under this Article to a maximum carry forward of 50% of the annual allocation.

17.04 Administration of the Professional Expense Fund

This Professional Expense Fund shall be managed and administered exclusively by the local union. The University's sole and exclusive obligation in regards to these funds is to ensure that the agreed upon transfer of the lump sum payments occur as scheduled.

Subject to the Union meeting the terms of this Article, the University will transfer to the local union \$30,000 on September 15th of each year of this collective agreement for the purpose of managing and administering the Professional Expense Fund.

The Union will be responsible for administering the Benefit Fund and Professional Expense Reimbursement Fund processes and shall establish criteria for the Funds. The processes will require the Union to establish, maintain and address the following:

- a) Claim process;
- b) Claim approval/denial process;
- c) The reimbursement process;
- d) Appropriate record keeping processes;
- e) Accounting and reconciliation process
- f) Processes to ensure adherence to tax reporting requirements; and
- g) Any and all claims, grievances, or demands, including interest and penalties made by Canada Revenue Agency or by an employee as it relates to the distribution of the professional expense reimbursement funds.

The Union agrees to provide the University with a Report on the use of these monies, identifying how much and to whom it has been disbursed and identifying the nature of the benefit related expense and professional development including service provider, location, duration and certificate provided, if any. This report will be accompanied by a special report prepared and signed by the Union's external auditors. This will be provided no later than September 30th of the next calendar year for the one-time only lump sum amounts transferred to the Union in 2021, 2022 and 2023, for the applicable years. The parties understand and agree that the transfer of the above noted funds shall be subject to the Union providing the Annual Report(s).

Any unused PERF monies based on the annual report and the external auditor's special purpose review report will be retained by the Union and shall only be used in future years for reimbursement of professional expenses under this Article to a maximum carry forward of 50% of the annual allocation.

The Union will be responsible for the tax reporting requirements of the Benefit Fund Professional Expense Fund.

The Union agrees to indemnify and save harmless the University from any and all claims, grievances or demands, including interest and penalties, made by the Canada Revenue Agency or by any employee as it relates to the distribution of these funds.

ARTICLE 18 GENERAL

18.01 It is understood and agreed that there shall be no duplication, pyramiding or double counting of any premium payment or benefit whatsoever as

provided in this Agreement, nor shall the same hours worked be utilized more than once to attract more than one (1) rate of pay or premium payment.

ARTICLE 19 TUTION WAIVER

19.01 The University shall waive the tuition fee of three (3) credit courses per academic year, offered through the Chang School, up to a maximum of \$2,250.00 per academic year, for each eligible CECL only who meet the following conditions:

- A. The CECL must have successfully completed three (3) terms of instruction; and
- B. The CECL must be an active employee of the University when requesting such waiver. For the purpose of this clause, active employee is defined as a CECL who accepts an appointment for the applicable academic term/year and the tuition fee(s) is waived for the employee because they will be an active employee at the time of registration. If all contracts for teaching in the upcoming term are cancelled before the commencement of classes, the tuition waiver will be rescinded as they are no longer an active employee.

It is understood that the tuition fee is the tuition portion of fees and does not include such fees as ancillary fees, late fees, default fees, books, course materials, equipment, etc.

ARTICLE 20 LEAVE OF ABSENCE

20.01 The University, consistent with prevailing federal and provincial legislation, will provide employees with leaves of absence as follows:

A. Pregnancy Leave

- (i) 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 she is pregnant and the probable date of delivery.
- (ii) The CECL shall provide without undue delay a certificate from a legally qualified medical practitioner (e.g., physician, obstetrician/gynaecologist, and midwife) confirming information.
- (iii) The Chang School Program Director and CECL 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 CECL's appointment(s).

- (iv) Such leave shall be paid at the regular rate of pay for up to seven (7) weeks or the terminal date of the appointment whichever comes first (less).
- (v) During the period of pregnancy leave the CECL will accrue the appropriate experience credits (seniority) as outlined in Article 11.05.

B. Parental Leave

Parental leave may be granted to a CECL in accordance with the Ontario Employment Standards Act.

C. Emergency Leave

CECLs may be granted Emergency Leave in accordance with the provisions of the Ontario Employment Standards Act.

D. Compassionate Care Leave

CECLs may be granted Compassionate Care Leave in accordance with the provisions of the Canada Employment Insurance Act.

CECLs may be granted Family Medical Leave in accordance with the Employment Standards Amendment Act (Family Medical Leave), 2004.

E. Bereavement Leave

CECLs shall be entitled to paid bereavement leave of one class, per course per contract in the event of a death in their immediate family. During the Spring/Summer semester, such leave may extend over two classes within a one-week period.

At the discretion of the University, such leave may also be granted on the occasion of the death of other related persons.

ARTICLE 21 SEVERANCE

- 21.01** A CECL who has fifteen (15) or more experience (seniority) credits shall be eligible to elect a one-time only severance entitlement in the event that:
- the CECL is not qualified to teach due to curricular changes made by the University and the CECL is not qualified for other CUPE 3904 Unit 2 work available; or
- the CECL's work which the CECL has traditionally taught is discontinued by the University and the CECL is not qualified to teach other CUPE 3904, Unit 2 work available; or
- the CECL's work which the CECL has traditionally taught is no longer offered by the University through the Chang School to members of the bargaining unit for a period of six (6) consecutive terms and the CECL is not qualified to teach other CUPE 3904, Unit 2 work available;
- 21.02** Pursuant to clause 1 immediately above, the CECL shall then be eligible to receive one (1) weeks' pay for each semester taught up to a maximum of thirty (30) weeks.
- 21.03** To determine the value of one (1) week's pay the University shall average the per semester salary of the CECL over the best four (4) academic semesters the CECL has taught and divide the average per semester salary by a standard term of 14 weeks. Where applicable, the value of one week's pay will include any extra student payment, compensation for activities which fall outside the appointment period, and lump sum payments.
- 21.04** The CECL upon accepting the severance entitlement outlined in clause 2 immediately above shall not be eligible to apply for any future CUPE 3904 Unit 2 work for a period of six (6) consecutive terms.
- 21.05** The CECL shall carry forward no seniority points upon any application for vacancies posted after the six (6) consecutive terms referred to in clause 4 immediately above.

ARTICLE 22 JOINT UNION/MANAGEMENT COMMITTEE

22.01

A Joint Union/Management Committee, consisting of representatives of the University and Union, shall be established for the purposes of deliberation upon any matter which either party wishes to bring to the attention of the other in the interest of proper implementation of this Agreement, avoidance of areas of possible formal grievances and fostering harmonious relations between the parties.

The University and the Union shall have up to four (4) representatives each which shall include the Dean, G. Raymond Chang School of Continuing Education, the Vice-Provost, Faculty Affairs, the President, CUPE 3904 and the Unit 2 Vice President.

The Joint Union/Management Committee shall determine its own procedures, agenda, meeting times, and process of operation; however, the committee shall meet no less than twice per Fall and Winter semester.

Meetings of the Committee shall be informal and shall not be subject to any quorum requirement as long as both parties are represented to their satisfaction.

Official records, however, shall be kept of the meetings, issues discussed and resolutions agreed upon and shall be shared between and amongst the parties.

The Committee shall not have the power to add to or to modify the terms of this Agreement.

ARTICLE 23 HEALTH AND SAFETY

23.01

The University shall maintain a joint health and safety committee as prescribed by the Occupational Health and Safety Act.

The University and the Union recognize and are committed to a healthy and safe work environment and the promotion of the health and safety of the employees as required under the *Occupational Health and Safety Act* and the University's Occupational Health and Safety policy statement.

Any compensation to a CECL under this Article 23 shall be consistent with the *Occupational Health and Safety Act* and paid by the University at the employee's hourly rate of pay.

ARTICLE 24 UNION REPRESENTATION – RELEASE TIME

24.01 The University shall provide to the local Union a one-time only lump sum payment per each twelve (12) month period, normally between September to August, for the term of this Collective Agreement, which shall be used by the local Union to compensate bargaining unit members who are also employees of the University, to undertake Union/Management activities related solely and exclusively to the implementation, application, interpretation and/or negotiation of the Collective Agreement. The University will provide the local Union with one-time only lump sum payments as follows:

- \$60,000 by September 15, 2021
- \$70,000 by September 15, 2022
- \$75,000 by September 15, 2023

These monies shall be transmitted to the Local each September and shall be distributed by the Executive of the local Union as it deems appropriate.

The University and the local Union agree that once the monies are transmitted, the University has discharged its responsibilities in its entirety and that there shall be no further liability whatsoever in respect of such monies or any claim or grievance made by an employee or the Union with respect to the disbursement of said monies.

ARTICLE 25 CONTINUING APPOINTMENTS

25.01 The university will provide two term (Fall and Winter terms only) appointments for the fifty (50) most senior CECLs, starting in the Winter 2023 term and ending upon the completion of the Fall 2025 term. Such list will not be included in the collective agreement.

These appointments will be made under the following conditions:

- The credit course sections to which the CECL will be assigned pursuant to this letter will not be posted as work available for discharge;
- The credit course sections to which CECL is assigned shall not count towards the 28% of restricted work as outlined in Article 11.01.D. of the Collective Agreement;
- The number of credit course sections that will be assigned to the CECL for the applicable terms will be the number of sections assigned to the CECL in Fall 2021 and Winter 2022 terms, subject to no more than two (2) sections per term;

- The CECLs will not be required to apply to each academic year for the credit course sections assigned pursuant to this letter;
- The CECLs will be required to submit a Currency Report of Academic and Professional Activities by May 30 of each completed year of their Continuing Appointment to their respective Academic Coordinator and Program Director; and
- The appointment details will be confirmed in a letter of appointment.

The CECL who has not been assigned the maximum of two (2) credit course sections for the Fall and Winter terms only in the period from Winter 2023 to Fall 2025 may apply for posted work and will be subject to the limit of two (2) credit course sections in total per semester, irrespective of the source of such work.

The CECL shall have access to the severance provisions as outlined in Article 21 of the Collective Agreement. In this circumstance, the CECL(s) shall be replaced with the next most senior CECL(s) and the University will provide these CECL(s), consistent with the terms of this Article, with two term appointments for the remaining terms up to the completion of the Fall 2025 term.

ARTICLE 26 THE ENGLISH LANGUAGE INSTITUTE (ELI)

- 26.01** All Articles, Appendices and Letters Of Understanding of the Collective Agreement, with the following modifications, shall apply to CECLs hired by the ELI.
- 26.02** In its application to the ELI, in all articles that refers to the Program Director this shall be replaced with the Director of the ELI or their designate. The Director of the ELI or their designate will be the hiring manager and supervisor of any CECLs who obtain, as provided for in this Collective Agreement, teaching appointments offered by the ELI. As such, contracts for CECLs in the ELI will be issued by the ELI rather than the Chang School.
- 26.03** In its application to the ELI, in all articles that refer to the Dean of the Chang School this shall be replaced with the Executive Director, International Student Enrolment, Education & Inclusion or their designate. The Executive Director, International Student Enrolment, Education & Inclusion will be responsible for any disciplinary matters.
- 26.04** The Executive Director, Internal Student Enrolment, Education & Inclusion will be the final decision maker regarding any disciplinary matters that are escalated to their attention from the Director of the ELI or their designate.

26.05 Further to paragraphs 1 to 4 above, the following articles in the Collective Agreement shall be modified in its application to the ELI as follows:

A. Article 9 – Grievances and Grievance Arbitration

- In Article 9.04.A., the Step 1, Complaint Level, the Program Director shall be replaced with the Director of the ELI or their designate. As such, the grievance will be submitted to the Director of the ELI or their designate.
- In Article 9.04.B., the Step 2, Complaint at the Decanal Level, the Dean of the Chang School will be replaced with the Executive Director, International Student Enrolment, Education & Inclusion. As such, the grievance will be submitted to the Executive Director, International Student.
- In Article 9.04.C., the Step 3, Filing a Grievance, will not be amended and the grievance will continue to be submitted to the Vice-Provost, Faculty Affairs.
- In Article 9.05, the Executive Director, International Student Enrolment, Education & Inclusion will be added to this Article. As such, within five (5) working days of the grieved action, or of the time the CECL, Union or group of CECLs first became aware of such action or of the existence of a grieved situation, the Union wishing to lodge a grievance in respect of an action or situation concerning the Union, or CECLs in general, or a group of CECLs serving under more than one Chair or Dean or Executive Director, International Student Enrolment, Education & Inclusion, may send such grievance directly to either the appropriate Dean(s), Executive Director, International Student Enrolment, Education & Inclusion or Vice-Provost, Faculty Affairs or their designate, as it sees fit, and the provisions of paragraph 9.04 B. or C. shall respectively prevail.

B. Article 10 - Discrimination/Harassment Complaint(s) and Grievance Process

- In Article 10.01, the Dean of the Chang School shall be replaced with the Executive Director, International Student Enrolment, Education & Inclusion. As such, the CECL shall raise the matter first with Human Rights Services or the Executive Director, International Student Enrolment, Education & Inclusion and Human Rights will conduct an investigation appropriate to the circumstances and will forward the results of that investigation to the Executive Director, International Student Enrolment, Education & Inclusion.

- In Article 10.03, the Dean shall be replaced with the Executive Director, International Student Enrolment, Education & Inclusion. As such, if the complainant (i.e. the CECL) is not satisfied with the written response received from the Executive Director, International Student Enrolment, Education & Inclusion or their designate they may file a written grievance in accordance with Article 10.

C. Article 11 – Appointment Procedure – Posting

- In Article 11.01, “the Chang School” shall be replaced with “the ELI”. As such, the ELI determines the total volume of teaching expected to be available in the ELI and post such work as required in Article 11. Further, the ELI shall have the right, consistent with Article 11.01.E. to offer restricted work.
- In Article 11.02, the Chang School shall be replaced with the ELI. As such, the ELI’s posting notices shall comply with the terms of Article 11.02.
- The following posting notices shall replace the timelines outlined in Article 11.02.A.
 - For the Fall Term: August 1st
 - For the Winter Term: November 21st
 - For the Spring Term: April 1st
 - For the Summer Term: June 1st
- Offers of appointment for the Fall term shall be issued by one week prior to the start date of the course.
- In Article 11.03, the Chang School shall be replaced with the ELI. As such, all applicants shall be expected to apply following the ELI’s on-line application process.
- In Article 11.04, Program Director shall be replaced with the Director of the ELI, or their designate and the Academic Coordinator/Chair shall be replaced with the Manager, Operations. As such, the Director of the ELI and the Manager, Operations, shall form the selection committee.
- In Article 11.04.D., the Chang School shall be replaced with the ELI. As such, if the successful applicant is unable to accept a vacancy offered or accepts the vacancy and then must refuse the offer, the ELI shall then fill the vacancy in an appropriate manner, consistent with the selection criteria outlined in Article 11.04.B., including a review of the other applicants who applied for this vacancy and who were evaluated by the Selection Committee as qualified.
- In Article 11.06, the Dean of the Chang School shall be replaced with the Executive Director, International Student Enrolment, Education & Inclusion and Program Director shall be replaced with the Director of the ELI. As such, the Executive

Director, International Student Enrolment, Education & Inclusion, in consultation with the Director of the ELI and the Academic Coordinator, shall consider requests for an educational upgrade from CECLs in the ELI.

- In Article 11.07, the Chang School shall be replaced with the ELI and Program Director shall be replaced with the Director of the ELI. As such, upon recommendation of the selection committee the Director of the ELI or their designate shall offer an appointment to the selected candidate.

D. Article 12 – Duties and Obligations

- Throughout the Article, the Chang School shall be replaced with the ELI.
- In Article 12.01, the Program Director shall be replaced with the Director of the ELI and the Program Assistant shall be replaced with the Student Success Coordinator. As such, the CECL shall be accessible to students either directly or through the Student Success Coordinator of the ELI and the Manager, Student Success and the Director of the ELI or their designate will approve the manner in which the content of the missed class will be made up by the CCEL.

E. Article 13 – Course/Class Cancellations and Appointment Terminations

- In Article 13.01, the Program Director shall be replaced with the Director of the ELI or their designate. As such, in the event that the conditional offer of appointment contract must be nullified, the Director of the ELI shall notify the appointee (by telephone, electronic mail or any other communication vehicle which may be appropriate) no later than forty-eight (48) hours prior to the commencement of classes.
- In Article 13.01, the Chang School shall be replaced with the ELI. As such, in cases where the conditional offer of appointment contract is nullified, the ELI will not be required to repost the vacancy and the ELI will appoint the next qualified applicant on the ranking list for that position vacancy to teach the course(s). Should there be no further qualified applicants in the applicant pool for that vacancy, the ELI is free within its own discretion to appoint another person to teach the course(s) without posting. In such a circumstance, The ELI will advise the Union of the nullified appointment and the newly appointed CECL.

- In Article 13.02, the Program Director shall be replaced with the Director of the ELI or their designate. As such, in the event that a CECL fails to show up for class, and fails to notify the Director of the ELI with a reasonable explanation which is acceptable to the Director of the ELI, as soon as reasonably possible, the appointment shall automatically become null and void without further notice and without further recourse by the CCEL or the Union.
- In Article 13.05, the Dean of the Chang School shall be replaced with the Executive Director, International Student Enrolment, Education & Inclusion and the Program Director shall be replaced with the Director of the ELI. As such, decisions concerning discharge or termination shall be made by the Executive Director, International Student Enrolment, Education & Inclusion in consultation with the Director of the ELI.
- In Article 13.06, the Program Director shall be replaced with the Director of the ELI or their designate and the Academic Coordinator shall be replaced with the Manager, Operations. As such, the Director of the ELI, in collaboration with the Manager, Operations, shall consider requests from CECLs in the ELI regarding payment for specific activities related to their duties which have been scheduled and approved by management beyond the terminal date of their appointment.

F. Article 16 – Rates of Pay

- In Article 16.05, the Chang School shall be replaced with the ELI. As such, failure by the CECLs to submit grades in the prescribed manner and within the time limits established by the ELI and without a reasonable explanation to the ELI shall be tantamount to a breach of the employment relationship and shall be deemed to be just cause as per Article 12 (Duties and Obligations) for non-issuance of any subsequent appointments. In such circumstances, there shall be no recourse or redress permitted either by the CECL or the Union.

APPENDIX A FACULTY/COURSE EVALUATION – FACULTY/COURSE SURVEY

The Faculty Course Survey that CECLs will participate in will be the tool that will be used by members of the Faculty Association which may include the Winter 2022 Faculty/Course Survey and this tool forms part of Appendix A of this Collective Agreement; however, it will not be physically placed in the Collective Agreement due to Arbitrator Kaplan's directive that the parties consider revising the Faculty Course Survey. The revised and agreed to Faculty/Course Survey shall replace this current Appendix A and shall form part of this Collective Agreement and it will be physically placed in the Collective Agreement.

LETTER OF UNDERSTANDING #1 EMPLOYMENT INSURANCE HOURS

The parties agree that for Employment Insurance purposes only that each hour of work per academic semester shall equal four (4) hours for Employment Insurance purposes only. It is understood that should a CECL not teach the complete semester their work hours shall be pro-rated accordingly for insurance purposes.

The parties agree that the formula for Employment Insurance purposes only will be effective September 8, 1998 onwards.

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.

LETTER OF UNDERSTANDING #2 ORGANIZATIONAL LEARNING

In circumstances where the G. Raymond Chang School of Continuing Education is successful in negotiating an organizational learning agreement with an external client, either as a stand alone entity (Toronto Metropolitan University) or in partnership with private or public sector partners, and where the business solution involves, amongst other deliverables and activities which do not fall under CUPE's jurisdiction, the specific provision of instructing or teaching by individuals selected by Toronto Metropolitan University to do so, the University will remit appropriate Union dues to the Local for that portion of the contract which is specifically designated as teaching or instructing. Such reconciliation and transmittal of dues shall take place at the conclusion of the contract or if the contract extends over a number of years, annually thereafter, on the anniversary date of the signing of the contract until the expiration date of the contract between the Chang School and the external client. Further, when the University transmits the Union dues, it shall provide a report to the Union of the names of the individuals instructing or teaching and the appropriate course numbers.

**LETTER OF UNDERSTANDING #3 PARITY OF UNIT 1 AND UNIT 2 WAGE
RATES**

The University acknowledges that the pursuit of internal parity with respect to wage rates (Units 1 and 2) is a laudable and principled objective. This objective must be considered within the context of each Local unit's priorities and objectives at each round of bargaining and within the University's ability to maintain financial viability in meeting its charter and priorities.

**LETTER OF UNDERSTANDING #4 DISCRIMINATION & HARASSMENT
PREVENTION**

When a student has filed an appeal based on a violation of the Ontario Human Rights Code, that the matter shall be investigated by Human Rights Services. The investigation and the final conclusion reached by Human Rights Services shall be communicated to the appropriate Department official, the CECL and the Union usually within three (3) months from the date that the appeal was received by Human Rights Services. If Human Rights Services is unable to complete their investigation within three (3) months, then the parties will make every reasonable attempt to mutually agree to extend the time limits for the investigation.

LETTER OF UNDERSTANDING #5 FACULTY COURSE SURVEYS

Arbitrator Kaplan issued an arbitration award involving the Ryerson Faculty Association (now utilizing XFA) and the University on June 28, 2018 regarding the current Faculty/Course Survey (FCS). The award included a direction to the parties to discuss possible modifications to the tool utilized to obtain student feedback. No agreement in this regard has been reached at the time bargaining this renewal collective agreement with CUPE Local 3904, Unit 2 concluded. The University commits to ongoing discussions to reach an agreement with CUPE Local 3904, Unit 2 regarding a revised FCS once an agreement with the XFA is reached on a revised FCS tool. As a result, until the parties (i.e. CUPE Local 3904 Unit 2 and the University) have reached an agreement on a revised Faculty/Course Survey, the Union agrees that its members will participate in utilizing the University Faculty/Course Survey that will be used by members of the XFA which may include the use of Winter 2022 Faculty/Course Survey until the Parties have reached an agreement on a revised Faculty/Course Survey. This possible interim tool shall be Appendix A and shall form part of the Collective Agreement; however, it will not be physically placed in the Collective Agreement due to fact that the parties may still be engaged in discussions following Arbitrator Kaplan's directives with respect to the current Faculty/Course Survey. The revised Faculty/Course Survey and associated processes that are arrived at with the XFA and the University shall replace the possible interim Faculty/Course Survey and shall form part of this Collective Agreement.

The Parties shall meet within thirty (30) days of the ratification of this Agreement to discuss revisions to the Faculty/Course Survey. Any agreed changes will be implemented for the following semester. Should the XFA and the University have not made progress in this regard, the parties will meet to discuss reasonable revised timelines.

The University shall not initiate disciplinary measures or deny a reappointment based solely on the results of the Faculty/Course Evaluation.

LETTER OF UNDERSTANDING #6 WEBPAGE PROFILES AND STORAGE

The Chang School has created webpage profiles for CECLs. It is understood and agreed that these profiles would be voluntary on the part of the CECL. The Chang School will communicate to CECLs, through appropriate venues, that they may include their webpage profile on the Chang School web site and that the Chang School provides CECLs with access to secured storage for materials, such as exams, tests, quizzes, etc.

LETTER OF UNDERSTANDING #7 ACCOMMODATION

The University is committed to fostering a collegial study and work environment that is free of discrimination and harassment. It is understood and agreed that CECLs may request reasonable accommodation in the workplace in accordance with appropriate University policies.

In order to ensure compliance with all applicable legislation, collective agreement provisions and University policies related to accommodation as described in this letter, the University will continue to educate and communicate to all stakeholders about their role and obligations in accordance with the University's policies and processes.

LETTER OF UNDERSTANDING #8 CIVILITY

The University and the Union are committed to an environment where all members of the community are free from bullying and personal harassment. In assessing whether bullying and personal harassment may have occurred, the definitions and standards set out in the University's Workplace Civility and Respect Policy, the Guide to Civility, and any applicable legislation, although not forming part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

The Union may file a grievance, in accordance with Article 9, alleging a course of conduct amounting to bullying and personal harassment if, after the University has exhausted any applicable internal steps, as outlined in the University's Workplace Civility and Respect Policy and the Guide to Civility, to respond to the situation, the employee is dissatisfied with the outcome. Such grievance will be filed at Step 3 of the grievance procedure.

The member shall have the right to consult with their Union representative and be accompanied by such representative at any meetings throughout the process outlined in this Memorandum of Understanding.

LETTER OF UNDERSTANDING #9 JOINT WORKING GROUP TO DEFINE
“EFFECTIVE INTERACTION”

Article 11.04.B. currently outlines “effective interaction” as a selection criteria and it states the following:

- evidence of ability to interact effectively with adult learners and colleagues in a diverse and inclusive environment; ability to work effectively in groups; ability to resolve conflicts constructively; ability to carry out the duties and obligations of a CECL in accordance with Article 12; ability to empathize with others and consider varied perspectives.

The parties acknowledge that there is inconsistency in how selection committees are applying this criteria which undermines its utility and creates inconsistency in the selection process.

In order to address the above issue and to ensure compliance with all applicable legislation and the collective agreement provisions, the parties agree to a joint working group. The working group will consist of up to five (5) representatives appointed by the University and up to five (5) members of the local bargaining unit.

The joint working group shall:

- review the current application of this selection criteria with the understanding no prior process will be re-opened to challenge unless the process involves allegations of harassment or discrimination as defined in Article 10 where the Union, on behalf of the Employee, may file a grievance within one year after the incident or within one year of the series of incidents taking place.
- define what objective metrics selection committees are to use to assess candidates against this selection criteria; and
- define what information applicants may provide to selection committees in order that they can be appropriately assessed against this selection criteria and such information shall be included in the job postings.

The joint working group will make non-binding recommendations to the Vice-Provost, Faculty Affairs and the President of the Union by no later than December 31, 2022. Within one month of receipt of the joint working group’s recommendations, the Vice-Provost, Faculty Affairs and the President of the Union shall meet to discuss and agree upon which recommendations shall be implemented by the parties, including the associated timeline(s).

**LETTER OF UNDERSTANDING #10 ARTICLE 8.01 INFORMATION TO THE
UNION**

In the collective bargaining discussions for a renewal collective agreement commencing September 1, 2021, the parties agreed to renew Article 8.01.A to G on the understanding that the parties would continue discussions during the life of the renewal collective agreement regarding the University's development of customized reports that the Union could extract from the eHR system that would be responsive to the information provided for in Article 8.01.A to G. If the Union is satisfied and agrees, in writing, that the information contained in Article 8.01.A. to G. can be created in reports from eHR, the University will train, to the reasonable satisfaction of the Union, the representatives from the Union who are authorized to use the eHR system on how to access such reports. Further, subject to the Union's reasonable satisfaction and written agreement that the information contained in Article 8.01.A. to G. can be created in reports from eHR, if these reports are developed and available before the expiry date of the renewal collective agreement, such reports will be utilized in place of the current process of the University providing the information in Articles 8.01.A to G on a go-forward basis.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in Toronto on this 21st day of February, 2023.

TORONTO METROPOLITAN
UNIVERSITY



President – Mohamed Lachemi



Board Secretary- Julia Shin Doi

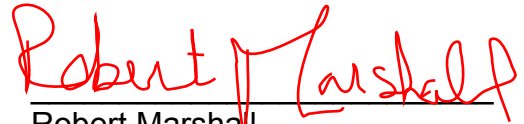
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3904
UNIT 2



President – Catherine Jenkins



Vice President - Robert Denning



Robert Marshall



Nagina Parmar



Claude Sam-Foh