

COLLECTIVE AGREEMENT

between

**THE BOARD OF GOVERNORS OF
RYERSON UNIVERSITY**

and

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

**G. RAYMOND CHANG SCHOOL OF CONTINUING
EDUCATION**

Effective: September 1, 2014 to August 31, 2017

IN MEMORIAM

*In heartfelt memory of our dearly
departed sister,*

Angela Ross

*CUPE Local 3904's first Staff
Representative.*

*Your untiring devotion and commitment
to social justice inspired all those who
worked alongside you, and the fearless
support you demonstrated for your
beloved CUPE members gave us all
comfort.*

Angela passed away March 17, 2012.

Too soon gone but never forgotten.

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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 "**Agreement**" means this Collective Agreement.
- 1.02 "**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.
- 1.03 "**Board**" means the Board of Governors of Ryerson University and/or authorized officials of the University as the context requires.
- 1.04 "**University**" means Ryerson University and/or authorized officials of the University as the context requires.
- 1.05 "**Dean**" means the Dean of the G. Raymond Chang School of Continuing Education.
- 1.06 "**FACULTY DEAN**" means Dean of a Teaching Faculty.
- 1.07 "**School**" means *the G. Raymond Chang School of Continuing Education*.
- 1.08 "**UNIT**" means a unit within *the G. Raymond Chang School of Continuing*.
- 1.09 "**Faculty**" means the collectivity of probationary, regular, LTF (Limited Term Faculty) as defined in the Collective Agreement in force between the Board and the Ryerson Faculty Association.
- 1.10 "**Contract Lecturer**" means an employee hired under the provisions of the subsisting collective agreement between the Board and the Canadian Union of Education Workers, (CUPE, Local 3904, Unit 1).
- 1.11 "**Bargaining Unit Member**" means a member of this Bargaining Unit, namely, CUPE, Local 3904, Unit 2.
- 1.12 "**Continuing Education Contract Lecturer**" means a member of the bargaining unit and who is an employee of the University.
- 1.13 "**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.
- 1.14 "**Session**" means the period of time allocated for each meeting of a class.
- 1.15 "**Course**" means a course of studies presented in more than one (1) session regardless of the number of hours.
- 1.16 "**Short course**" means any course consisting of more than six (6) hours up to and including thirty (30) instructional hours.

- 1.17 **"Educational Event"** means an educational presentation completed in one session which will normally not exceed more than six (6) hours.
- 1.18 **"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.
- 1.19 **"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 Ryerson does not have academic control and where courses are taught on behalf of that external body.
- 1.20 **"Credit Course"** means any course applicable to any Ryerson academic credential and approved by Senate.
- 1.21 **"Non-Credit course"** means any course offered by Ryerson that has not been approved by Senate as part of Ryerson's Academic Credentials.
- 1.22 **"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.
- 1.23 **"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.
- 1.24 **"Program Director"** means the academic administrator who is responsible for a designated area of Continuing Education programming.
- 1.25 **"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.
- 1.26 **"Vice Provost"**, means the Vice Provost, Faculty Affairs, or other officer of the University, with executive responsibilities for academic personnel and/or his/her delegate.

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 *Ryerson University Act, 1977 (amended)*.

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, polices 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 Ryerson 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 Ryerson, 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 affect 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, 2017. 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 Continuing Education Contract Lecturers 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 Continuing Education Contract Lecturers.
- 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 C.E. Faculty members.
- 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 Commission, 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, in accordance with the provisions of the Ontario Human Rights Code, shall there be any discrimination or harassment by reason of race, creed, colour, age, sex, marital status, family status, nationality, ancestry, place of origin, or disability as well as political or religious affiliation, and sexual orientation.
- 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 Continuing Education Contract Lecturer.
- 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) Continuing Education Contract Lecturer's name;
 - ii) Phone number;
 - iii) Address;
 - iv) Course number and section;
 - v) Total course hours;
 - vi) Pay rate;
 - vii) Experience Credits;
 - viii) Ryerson University e-mail address.
- F. Within thirty (30) working days of the start of classes each term, a list of all Continuing Education Contract Lecturers 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 Continuing Education Contract Lecturers.

8.02 The University shall send to the Union:

- A. within thirty (30) days of the signing of this agreement, 100 paper copies and an electronic copy thereof.

8.03 The cost of producing and printing the collective agreement shall be shared equally between the University and the Union.

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 Continuing Education Contract Lecturer 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 Board's and/or 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 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 Co-ordinator or Chair shall meet with the bargaining unit member to discuss and 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 Co-ordinator/Chair, as appropriate, may be accompanied by another excluded employee at such meeting.

The Program Director in consultation with the Co-ordinator/Chair will deliver his/her 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 his/her designate, in consultation with the appropriate FACULTY DEAN shall meet with the bargaining unit member to discuss, resolve and if appropriate to adjust 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 his/her designate may be accompanied by another "excluded" employee at such a meeting.

The Dean in consultation with the appropriate FACULTY DEAN shall deliver his/her 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 his/her 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 Continuing Education Contract Lecturer concerned, up to three (3) representatives of the local Union, for example, the appropriate Chief Steward, Local Steward and Staff Representative from the Union, shall have the right to be present at such meeting. The Vice Provost, or his/her designate, may invite to the meeting such other persons (for example, the appropriate Chair and/or Dean—The Chang School or Faculty Dean) that he/she considers advisable, to a maximum of five (5).

The Vice Provost, or his/her 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 his/her 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 Continuing Education Contract Lecturer, Union or group of Continuing Education Contract Lecturers 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 Continuing Education Contract Lecturers in general, or a group of Continuing Education Contract Lecturers serving under

more than one Chair or Dean, may send such grievance directly to either the appropriate Dean(s) or Vice Provost, or his/her 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 Either party, in its submission to arbitration, will stipulate that the issue shall be dealt with by a three-person Arbitration Board. Notwithstanding, where the parties agree in writing, the matter may be heard and determined by a sole arbitrator instead of a Board of Arbitration. In such a case, the provisions of this Article relating to the Board of Arbitration apply mutatis mutandis, and the parties shall share equally the fees and expenses of the arbitrator.

9.09 If the issue is to be dealt with by an Arbitration Board, the Union shall, together with its submission foreseen in paragraph 9.08 above, forward to the Vice Provost, or his/her designate, the name of its appointee to the Arbitration Board. Thereupon, the Vice Provost, or his/her designate, shall, within ten (10) working days, transmit to the Union the name of the Board's appointee to the Arbitration Board. The two (two) appointees shall then, within five (5) working days from the appointment of the second of them appoint a third person who shall be Chair of the Arbitration Board. If, within the time limit prescribed, either party fails to appoint its nominee to the Arbitration Board or the two (2) appointees fail to agree upon a Chair of the Arbitration Board, the appointment or appointments shall be made by the Minister of Labour, upon the request of either party.

9.10 No person may be appointed as a nominee or chairperson who has been directly or indirectly involved in an attempt to negotiate or settle the grievance.

9.11 The Arbitrator of the Arbitration Board 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.

9.12 The Arbitrator of the Arbitration Board, 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.

9.13 The Arbitration Board 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.

- 9.14** The Arbitrator and/or the Arbitration Board 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 or the Arbitration Board, have no essential bearing upon the substance of the issue.
- 9.15** In the Arbitration Board, the decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chair of the Arbitration Board governs.
- 9.16** Decisions of the Arbitrator or the Arbitration Board 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 or the Arbitration Board to clarify the decision, and such clarification shall be binding.
- 9.17** Each party shall bear one half of the fees and expenses of the single Arbitrator or of the Chair of the Arbitration Board.
- 9.18** The Board may lodge a formal complaint with the President of the Union on the ground that the provisions of this Agreement have been contravened by the Union. When such a complaint has been made:

in writing;

within ten (10) working days from the action giving rise to the complaint or from the time the Board became first aware of such action or of a situation unacceptable to the Board and alleged to have been caused by the Union or its members; and,

with specific reference to the provisions of this paragraph, designated representatives of the Board and of the Union shall meet within five (5) working days in an effort to resolve the issue. If the issue is not resolved in this manner within the next five (5) working days or within such further period as the representatives of the parties may agree upon, the complaint shall be referred to arbitration. The referral shall be made by the Board sending within ten (10) working days from the breakdown of the discussions between the representatives of the parties to the President of the Union a detailed submission outlining the issue being submitted to arbitration, the grounds upon which redress is sought and the nature of the redress. Thereafter, the provisions of paragraphs 9.08 to 9.14 shall, mutatis mutandis, apply.

9.19 **Mediation Dispute Resolution**

By mutual agreement, a grievance may be referred to a Dispute Resolution Mediator at any time during the grievance or arbitration process. The parties shall share equally in the costs involved in the appointment of a Dispute Resolution 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 Options of Process

Continuing Education Contract Lecturer shall have the right to choose the process by which his/her complaint is resolved. He/she may select the process outlined below or the process outlined in the University's Policy on Harassment. At any point in the process the complaint may be referred to the Human Rights Commission.

10.02 A Continuing Education Contract Lecturer who: (a) is an employee of the University or was an employee within the past six (6) months, and (b) has a complaint of harassment or discrimination as defined in Article 10 shall first raise the matter with the most senior non-bargaining unit manager (in this case, the Dean of The Chang School) by submitting in writing the nature of his/her complaint and the remedy sought. The time limits set out in 9.04 do not apply to complaints under this section, provided that the complaint is made within a reasonable time of the conduct complained of and having regard to all the circumstances. Should the circumstances warrant, the complaint may be raised with the next higher level of management in the appropriate line structure.

10.03 Step 1 - Complaint Investigation

- A. The Dean of The Chang School or his/her designate shall within five (5) working days schedule a meeting with the complainant and obtain all relevant details from him/her concerning the allegation(s) of discrimination/harassment. The Dean or his/her designate shall record and document all relevant details concerning the complaint.
- B. Within fifteen (15) working days of such meeting, the Dean or his/her designate shall ensure that a complete investigation of the complaint takes place.
- C. In the course of carrying out the investigation, the Dean or his/her designate may interview individuals with relevant knowledge of the facts or incident in issue.

The notes summarizing the content of the interview(s) or, if available, the transcript of the interview(s) [which will include the name of individuals interviewed and name(s) of individual(s) referenced in the interview(s)], will be provided to the Union representative, after the completion of all interview(s) and prior to the Dean or his/her designate communicating his/her decision, for review and appropriate comment.

Should the Union representative wish to provide comments upon receiving the above mentioned material, he/she shall provide such comments to the Dean or his/her designate within five (5) working days of receipt of the information.

10.04**Step 2 - Grievance**

- A. If the complainant is not satisfied with the written response received from the Dean or his/her designate within ten (10) working days of the receipt of such written response he/she may forward a written grievance to the Assistant Vice President, Human Resources.
- B. On receipt of the formal written grievance, the Assistant Vice President, Human Resources or his/her designate shall schedule a meeting with the complainant to review the complaint, determine the areas of disagreement or dissatisfaction with the communication and the remedy sought by the complainant.
- C. The Assistant Vice President, Human Resources or his/her designate shall then schedule a meeting with the investigating manager(s) and review all documentation, report(s) and evidence upon which the Dean's decision was made, and if warranted conduct his/her investigation of the alleged incident(s). The Assistant Vice President, Human Resources or his/her designate shall complete his/her investigation within thirty (30) working days of receipt of the grievance.
- D. At the completion of the investigation, the Assistant Vice President, Human Resources or his/her designate, shall within ten (10) working days schedule a meeting with the complainant and shall communicate the results of the investigation including conclusions reached and disposition of the grievance.
- E. The Assistant Vice President, Human Resources or his/her designate shall then further communicate his/her decision in writing to the complainant within ten (10) working days of the scheduled meeting referred to above.

10.05**Step 3 - Arbitration**

- A. If the decision of the Assistant Vice President, Human Resources or his/her 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 Assistant Vice President, Human Resources or his/her designate - by the Union to arbitration as set forth in Article 9.

10.06**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 reaches 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.

10.07 **Representation During Investigation**

- A. The Dean of *The Chang School* or his/her designate investigating allegation(s) of harassment shall be permitted to be accompanied by another non-bargaining unit member during the entire investigation process.
- B. The employee shall have the right to be accompanied by a Union representative at all and any meetings during the investigation process.

10.08 **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.

10.09 **Mediation Dispute Resolution**

By mutual agreement, a grievance may be referred to a Dispute Resolution Mediator at any time during the grievance or arbitration process. The parties shall share equally in the costs involved in the appointment of a Dispute Resolution 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 Board's discretionary authority.
- B. As soon as The Chang School, 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, may, at its discretion, post the position vacancies three (3) times in an academic year, i.e.) Fall, Winter and Spring/Summer semester; or two (2) times in an academic year, i.e.) Fall/Winter and Spring/Summer semester.

- 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, 2014 up to and including August 31, 2017 and is subject to Article 4.01 of the Collective Agreement.
- 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.
- 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 within The Chang School. 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 Term:	June 15th
For the Winter Term:	November 1st
For the Spring/Summer Term:	March 1 st

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 posters of each course available and the notice shall include:

- i start and end dates of appointment;
 - ii course code, course title, delivery mode 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. Each position vacancy shall be posted for a period of seven (7) calendar days within The Chang School.

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 Continuing Education Contract Lecturer has already submitted his/her the 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 Co-ordinator/Chair shall be convened for position vacancies as per the posting notice. If appropriate, a subject specialist, appointed by the relevant academic department, 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 programme 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.

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 Continuing Education Contract Lecturer 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 Ryerson.

(iii) Currency

- evidence of having maintained up-to-date knowledge and achievements in their field.

(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 effectively interacting with adult learners and colleagues in a diverse and inclusive environment; evidence of creating an environment of mutual respect where adult students may learn; evidence of stimulating intellectual curiosity and enthusiasm for learning; evidence of working effectively in groups; and evidence of resolving conflicts constructively.

The rating method based on the above Selection Criteria will be documented for each section/course prior to ranking. Upon request, the rating method will be provided to the Union, on behalf of a bargaining unit member.

- 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.

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 improper motive or discrimination.

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 Clause 11.04.B.

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 Clause 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.

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.

D. 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 his/her candidacy and that of the successful candidate relative to the selection criteria as defined in Article 11.04 (B) of the collective agreement within fifteen (15) 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.

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 Continuing Education Contract Lecturer who has six (6) or more experience credits and who elects to upgrade his/her qualifications may request an educational upgrade leave as articulated in this clause.

The Continuing Education Contract Lecturer will submit, in writing, his/her request for an educational upgrade leave to the Dean of The Chang School for approval. The Continuing Education Contract Lecturer'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 Continuing Education Contract Lecturer 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 Continuing Education Contract Lecturer shall be credited with the experience credits he/she 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 Continuing Education Contract Lecturer. After five (5) years, the Continuing Education Contract Lecturer'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.

The local Union shall be provided with the rationale for exceeding the maxima; however, such decisions are not grievable.

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

In circumstances where The Chang School offers a Continuing Education Contract Lecturer a two (2) semester conditional appointment, such appointment will be conditional not only in respect of sufficient student enrolment, but also subject to the Continuing Education Contract Lecturer satisfactorily meeting the obligations of a Continuing Education Contract Lecturer 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.

Conditional offers of appointment for the Fall term or the Fall and Winter term for credit and non-credit courses shall be issued by July 30; for the Winter term by December 1; and for the Spring/Summer term by April 9.

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 conditional 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, Continuing Education Contract Lecturers 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 Continuing Education Contract Lecturer 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. to be accessible to students either directly or through the Program Assistant of The Chang School;
- C. make up any missed classes for any reason whatsoever without additional compensation;
- 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;

Continuing Education Contract Lecturers 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 Continuing Education Contract Lecturer shall be:

- A. While Continuing Education Contract Lecturers 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, Continuing Education Contract Lecturers shall not discuss their grievances with students.
- B. Continuing Education Contract Lecturers 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. Continuing Education Contract Lecturers 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. Continuing Education Contract Lecturers shall be issued a University e-mail account upon appointment. Continuing Education Contract Lecturers 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).

<i>Sections</i>	<i>Average Section Size</i>
<i>1</i>	<i>60</i>
<i>2</i>	<i>55</i>

- (b) The total number of additional students that a Continuing Education Contract Lecturer 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 Continuing Education Contract Lecturer exceeds the maxima stated above, the Continuing Education Contract Lecturer 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 twenty-four (24) 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 Ryerson.

The Chang School is then free within its own discretion to appoint another person to teach the course(s) without posting.

13.02 Termination for Failure for Non-attendance

In the event that a Continuing Education Instructor Contract Lecturer fails to show up for class, and fails to notify the Program Director with a reasonable explanation which is acceptable to the Program Director by the end of the next working day, the appointment shall automatically become null and void without

further notice and without further recourse by the Continuing Education The Chang School Instructor 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 Continuing Education Contract Lecturer.

13.03 Termination After Commencement of Classes

If a Continuing Education Contract Lecturer is terminated after the first night of classes but before the expiry date of the appointment because his/her services are no longer required owing to the cancellation of the course(s) or section(s) of a course he/she is teaching, the Continuing Education Contract Lecturer 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 24 hours foreseen in clause 13.01, in which case the Continuing Education Contract Lecturer shall be paid the equivalent of six (6) hours of work.

13.04 It is further understood that the Continuing Education Contract Lecturer's appointment lapses on the terminal date, and as such the Continuing Education Contract Lecturer's employment relationship with University ceases on his/her terminal date. Further, the University is under no obligation to rehire any Continuing Education Contract Lecturer at any time once his/her appointment lapses.

13.05 Decisions concerning discharge or termination shall be made by the Dean in consultation with the Chair and/or Program 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 Continuing Education Contract Lecturer and the Union of the reasons for the discharge and termination, and by a meeting of the Continuing Education Contract Lecturer with the Dean at which the reasons for the discharge or termination shall be stated. The Continuing Education Contract Lecturer 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 Continuing Education Contract Lecturers may, from time to time, be required to participate in and/or complete specific activities related to their duties as a Continuing Education Contract Lecturer, 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 and the Continuing Education Contract Lecturer 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 Continuing Education Contract Lecturer shall be paid \$ 100.00 per hour for the agreed upon activities.

ARTICLE 14 PAY SCHEDULE

14.01 Continuing Education Contract Lecturers shall be paid on a biweekly basis, two (2) weeks in arrears by direct deposit.

14.02 **Vacation Pay:**

In addition to the Rates of Pay outlined in Article 15, Continuing Education Contract Lecturers, who are eligible, shall have four percent (4%) vacation pay added to each pay cheque.

ARTICLE 15 RATES OF PAY

15.01 **Rates of Pay for Credit Courses:**

Effective Fall 2014 term, the rate of pay shall be \$ 148.01
Effective Fall 2015 term, the rate of pay shall be \$ 150.79
Effective Fall 2016 term, the rate of pay shall be \$ 153.43

15.02 **Rates of Pay for Non-Credit Courses**

For Continuing Education Contract Lecturers teaching regular non-credit courses their hourly rate of pay shall not exceed the flat fee amounts outlined in 15.01, above, for each salary year. In unusual circumstances where a Continuing Education Contract Lecturer's hourly rate of pay exceeds the flat fee amounts outlined in 15.01 above, the University will provide the Union with the appropriate rationale. In addition, on the effective dates outlined in 15.01 above, such Continuing Education Contract Lecturers shall have their hourly rates of pay adjusted equivalent to the percentage increases in 15.01 above.

15.03 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. The Union shall be notified of the negotiated rates of pay.

15.04 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.

15.05 Failure by the Continuing Education Contract Lecturer to submit grades in the prescribed manner and within the time limits established by 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 Continuing Education Contract Lecturer or the Union.

ARTICLE 16 BENEFITS

16.01 The Continuing Education Contract Lecturers shall be entitled to receive statutory required benefits of CPP, EI, and Workers' Compensation, EHT.

16.02 **Benefits Fund**

The University shall transfer one-time lump sum payments of \$65,000.00 for each year of the collective agreement to the local union for the purpose of either purchasing benefits and/or reimbursing members of the bargaining unit for benefit related expenses.

The University shall transfer these one-time lump sums to the local union by March 1st, 2015, March 1st, 2016 and March 1st, 2017, subject to the terms of this Article.

16.03 **Professional Development Reimbursement Fund**

The University recognizes that the duty of Continuing Education Contract Lecturers 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 Development Reimbursement Fund (PDRF) from which individual Continuing Education Contract Lecturers 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;

The University agrees to transfer to the local Union one-time lump sum payments of \$75,000.00 for each year of the collective agreement by March 1st, 2015,

March 1st, 2016 and March 1st, 2017 respectively, subject to the terms of this Article.

This money is for the professional development of The Chang School Continuing Education Contract Lecturers 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.

16.04 Administration of the Benefits Fund and Professional Development Fund

This Benefits Fund and Professional Development 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 \$15,000 on March 1st of each of year of this collective agreement for the purpose of managing and administering the Benefits Fund and Professional Development Fund.

The Union will be responsible for administering the Benefit Fund and Professional Development 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 development 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 February 15th of the next calendar year. The parties understand and agree that the transfer of the above noted funds shall be subject to the Union providing the Annual Report(s) and returning all unspent Professional Development funds and any unspent Benefits funds in excess of \$20,000 to the University. These unspent funds will be returned by the Union to the University by no later than February 15th in relation to the funds transferred to the Union in the previous calendar year.

The Union will be responsible for the tax reporting requirements of the Benefit Fund Professional Development 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 17 GENERAL

17.01 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 18 TUITION WAIVER

18.01 The University shall waive the tuition fee of two (2) credit courses per academic year, offered through The Chang School, up to a maximum of \$500.00 per course, for Continuing Education Contract Lecturers only who meet the following conditions:

- A. The Continuing Education Contract Lecturer must have successfully completed three (3) terms of instruction; and
- B. The Continuing Education Contract Lecturer must be an active employee of the University when requesting such waiver.

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 19 BEREAVEMENT LEAVE

19.01 A Continuing Education Contract Lecturer shall be entitled to paid bereavement leave of one class, per course per contract in the event of a death in his/her 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 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 Continuing Education Contract Lecturer 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 Continuing Education Contract Lecturer 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 Continuing Education Contract Lecturer'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 Continuing Education Contract Lecturer will accrue the appropriate experience credits (seniority) as outlined in Article 11.05.

B. Parental Leave

Parental leave may be granted to a Continuing Education Contract Lecturer in accordance with the Ontario Employment Standards Act.

C. Emergency Leave

Continuing Education Contract Lecturers may be granted Emergency Leave in accordance with the provisions of the Ontario Employment Standards Act.

D. Compassionate Care Leave

Continuing Education Contract Lecturers may be granted Compassionate Care Leave in accordance with the provisions of the Canada Employment Insurance Act.

Continuing Education Contract Lecturers may be granted Family Medical Leave in accordance with the Employment Standards Amendment Act (Family Medical Leave), 2004.

ARTICLE 21 **SEVERANCE**

- 21.01** 1. A Continuing Education Contract Lecturer 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 Continuing Education Contract Lecturer is not qualified to teach due to curricular changes made by the University and the Continuing Education Contract Lecturer is not qualified for other CUPE 3904 Unit 2 work available; or
- the Continuing Education Contract Lecturer's work which the Continuing Education Contract Lecturer has traditionally taught is no longer offered by the University and the Continuing Education Contract Lecturer is not qualified to teach other CUPE 3904, Unit 2 work available;
2. Pursuant to clause 1 immediately above, the Continuing Education Contract Lecturer shall then be eligible to receive one (1) weeks' pay for each semester taught up to a maximum of thirty (30) weeks.
3. To determine the value of one (1) week's pay the University shall average the per semester salary of the Continuing Education Contract Lecturer over the last four (4) academic semesters the Continuing Education Contract Lecturer has taught and divide the average per semester salary by a standard term of 14 weeks.
4. The Continuing Education Contract Lecturer 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 not less than three (3) years.
5. The Continuing Education Contract Lecturer shall carry forward no seniority points upon any application for vacancies posted after the three (3) year period referred to in clause 4 immediately above.

LETTER OF UNDERSTANDING #1 JOINT UNION/MANAGEMENT COMMITTEE

March 25, 2015

To: Linda Barnett
 Staff Representative
 CUPE Local 3904 Unit 2

Subject: Joint Union/Management Committee

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.

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 once every month October through to April.

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.

Dr. Saeed Zolfaghari
Vice Provost, Faculty Affairs

LETTER OF UNDERSTANDING #2 UNION REPRESENTATION - RELEASE TIME

April 1, 2015

To: Linda Barnett
 Staff Representative
 CUPE Local 3904 Unit 2

Subject: Union Representation - Release Time

The University shall provide to the local Union an amount totalling \$40,000.00 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.

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.

Dr. Saeed Zolfaghari
Vice Provost, Faculty Affairs

LETTER OF UNDERSTANDING #3 EMPLOYMENT INSURANCE HOURS

March 30, 2015

To: Linda Barnett
 Staff Representative
 CUPE Local 3904 Unit 2

Subject: Employment Insurance (EI) Hours

This letter will confirm the substance of our discussion at this round of negotiations with regard to Employment Insurance hours for CUPE 3904 Unit 2 Continuing Education Contract Lecturers.

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 Continuing Education Contract Lecturer not teach the complete semester his/her 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.

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.

Dr. Saeed Zolfaghari
Vice Provost, Faculty Affairs

LETTER OF UNDERSTANDING #4 ORGANIZATIONAL LEARNING

March 25, 2015

To: Linda Barnett
 Staff Representative
 CUPE Local 3904 Unit 2

Subject: Organizational Learning Contracts

This will reflect the substance of our discussions at this round of bargaining.

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 (Ryerson 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 Ryerson 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.

Dr. Saeed Zolfaghari
Vice Provost, Faculty Affairs

LETTER OF UNDERSTANDING #5 PARITY OF UNIT 1 AND UNIT 2 WAGE RATES

May 6, 2015

To: Linda Barnett
 Staff Representative
 CUPE, Local 3904, Unit 2

Subject: Parity of Unit 1 and Unit 2 Wage Rates

This will reflect the substance of our discussions at this round of bargaining. 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.

Dr. Saeed Zolfaghari
Vice Provost, Faculty Affairs

March 25, 2015

To: Linda Barnett
Staff Representative
CUPE, Local 3904, Unit 2

Subject: Discrimination & Harassment Prevention

This letter is to confirm our discussion at the current round of bargaining with respect to the procedure for Discrimination and Harassment Prevention investigations involving Continuing Education Contract Lecturers.

The parties agree that when a student has filed an appeal based on a violation of the Ontario Human Rights Code, that the matter shall be investigated by the Discrimination and Harassment Prevention Office. The investigation and the final conclusion reached by the Discrimination and Harassment Prevention Office shall be communicated to the appropriate Department official, the Continuing Education Contract Lecturer and the Union usually within six (6) weeks from the date that the appeal was received by the Discrimination and Harassment Prevention Office. If the Discrimination and Harassment Prevention Office is unable to complete their investigation within six (6) weeks, then the parties will make every reasonable attempt to mutually agree to extend the time limits for the investigation.

Dr. Saeed Zolfaghari
Vice Provost, Faculty Affairs

LETTER OF UNDERSTANDING #7 – FACULTY COURSE SURVEYS

March 30, 2015

To: Linda Barnett
Staff Representative
CUPE Local 3904 Unit 2

This letter will confirm the substance of our discussions regarding Faculty Course Surveys.

The parties endorse and encourage student participation in the on-line Faculty Course Survey process, as they agree that greater feedback from students regarding teaching delivery will assist in recognizing excellent teaching and identifying areas for improvement.

The parties also agree that they wish to increase the student response rates. Towards this end, the Vice Provost, Faculty Affairs, in collaboration with the Dean, The Chang School, will explore appropriate incentives to increase the response rate.

Dr. Saeed Zolfaghari
Vice Provost, Faculty Affairs

LETTER OF UNDERSTANDING #8 - WEBPAGE PROFILES AND STORAGE

May 6, 2015

To: Linda Barnett
Staff Representative
CUPE Local 3904 Unit 2

This letter will confirm the substance of our discussions.

Subject to resources and capacity, The Chang School agrees to explore the possibility of creating webpage profiles for Continuing Education Contract Lecturers. It is understood and agreed that these profiles would be voluntary on the part of the Continuing Education Contract Lecturer.

Consistent with relevant university policy(ies), The Chang School agrees to provide as soon as reasonably possible access to secured storage for materials, such as exams, tests, quizzes, etc.

Dr. Saeed Zolfaghari
Vice Provost, Faculty Affairs

MEMORANDUM OF UNDERSTANDING #9 - CONTINUING APPOINTMENTS

May 6, 2015

Linda Barnett
Staff Representative
CUPE, Local 3904, Unit 1

This letters confirms that the university will provide twenty (20) thirty (30), two-year, two term (Fall and Winter) appointments for the twenty (20) thirty (30) most senior Contract Lecturers, as identified on the seniority list. 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 Continuing Education Contract Lecturer will be assigned pursuant to this letter will not be posted as work available for discharge;
- The credit course sections to which the Continuing Education Contract Lecturer 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 Continuing Education Contract Lecturer for the two-year, two term (Fall and Winter terms in the 2015 -2016 and 2016 – 2017 academic years) will be the number of sections assigned to the Continuing Education Contract Lecturer in the Fall 2014 and Winter 2015 terms, subject to no more than two (2) sections per term.
- The Contract Lecturers will not be required to apply each academic year for the credit course sections assigned pursuant to this letter; and
- The appointment will span a period of two academic years for the Fall and Winter terms and the details will be confirmed in a letter of appointment.

The Continuing Education Contract Lecturer who has not been assigned the maximum of two credit course sections in the two-year, two term appointments may apply for posted work and will be subject to the limit of two credit course sections in total per semester, irrespective of the source of such work.

The Continuing Education Contract Lecturer shall have access to the severance provisions as outlined in Article 21 of the Collective Agreement.

Saeed Zolfaghari
Vice Provost, Faculty Affairs

IN WITNESS WHEREOF the parties hereto have executed this Agreement in Toronto on this _____ day of _____, 2015.

THE BOARD OF GOVERNORS
OF RYERSON UNIVERSITY

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3904 UNIT 2

President-Sheldon Levy

President - Joseph Zboaralski

Board Secretary- Julia Shin Doi

Linda Barnett

Julien Beillard

Amir Kiumarsi

Robert Marshall

Shawn McFadden

