

# **COLLECTIVE AGREEMENT**

**Between**

**THE BOARD OF GOVERNORS OF TORONTO  
METROPOLITAN UNIVERSITY**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3904, UNIT 1**

**Part-Time and Sessional Contract Lecturers**

**Effective: August 16, 2024 to August 15, 2027**

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## **ARTICLE 1. DEFINITIONS**

### **1. In this Collective Agreement:**

- a) **“Academic Year”** comprises three (3) terms, Fall (September to December), Winter (January to April) and Spring/Summer (May to August), although it is recognized that the end of one term and the beginning of the next may overlap for certain academic and administrative reasons. Each semester normally involves about thirteen (13) weeks however, the Spring/Summer semester is on an equivalent basis (e.g., if the number of weeks of instruction in the summer semester is six and one-half, each academic course hour shall count one-half of an academic course hour).
- b) **“Agreement”** means this Collective Agreement negotiated between the University and the Union and includes Articles 1 to 29, Appendices I to VII, Letters of Understanding 1 to 16, including the Historical Letter of Understanding.
- c) **“Bargaining Unit”** is the bargaining unit defined in the decision of the Ontario Labour Relations Board of October 17, 1977, File No. 2173 – 76 – R.
- d) **“Board”** means the Board of Governors of Toronto Metropolitan University and/or authorized officials of the University as the context requires.
- e) **“Chair/Director”** means the Chair/Acting Chair or Director/Acting Director who is a head of a Department/School.
- f) **“Chang School”** refers to the Chang School of Continuing Education.
- g) **“Contract Lecturer”** means a member of the Bargaining Unit holding a CUPE, Local 3904, Unit 1 teaching appointment.
- h) **“Dean”** means the Dean of a Faculty or the School of Law.
- i) **“Department/School”** is an academic unit (including the School of Law), headed by a Chair/Director.
- j) **“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.
- k) **“Experience Credits”** and **“Seniority”** are used interchangeably in the Agreement and mean the amount of Department/School teaching experience accrued by each Contract Lecturer dependant on the type of teaching appointment obtained by the Contract Lecturer.
- l) **“Faculty”** refers to tenured, probationary or limited-term faculty members as defined in the Collective Agreement in force between the University and the Toronto Metropolitan Faculty Association (TFA).
- m) **“Period of Instruction”** means the period during which class instruction and examinations take place subject to interruptions for holidays, study weeks, etc.

- n) **“School of Law”** refers to the Lincoln Alexander School of Law. For the purposes of this Agreement, the Dean will designate an individual(s) responsible for carrying out the duties assigned to the Chair/Director.
- o) **“Semester Hour”** means a fifty (50) minute period of class instruction in the day program of the University (or in the evening if taught as a residual part of the day program teaching function) offered to a group of students weekly.
- p) **“Teaching Function”** means any course or combination of courses, including repeat sections of a course, available for discharge by Contract Lecturers.
- q) **“Union”** means the Canadian Union of Public Employees, Local 3904, Unit 1.
- r) **“University”** means Toronto Metropolitan University and/or authorized officials of the University as the context requires.
- s) **“Vice-Provost”** means the Vice-Provost, Faculty Affairs, or other officer of the University, with executive responsibilities for academic personnel.

## **ARTICLE 2. TERM OF AGREEMENT**

1. This Agreement shall become effective on August 16, 2024 and shall continue in effect until August 15, 2027. Thereafter, the Agreement shall automatically renew itself for periods of one year from each August 16 to August 15, unless either party notifies the other in writing within ninety (90) days prior to any expiry date that it desires to amend or terminate this Agreement.
2. In the event of notification being given of the desire of either party to amend the Agreement, negotiations shall commence as foreseen in Section 14 of the Ontario *Labour Relations Act*, except that neither party shall be obliged to negotiate during the months of June, July, and August.
3. If, pursuant to such negotiations, agreement is not reached on the amendment of this Agreement prior to any expiry date, this Agreement shall continue in effect until an amended Agreement is signed between the parties or until all efforts at the conclusion of such an amended Agreement, including conciliation and any other proceedings which may be instituted by the Ontario Minister of Labour under the provisions of Section 15 to 32 of the Ontario *Labour Relations Act* have failed and the Minister has acted as foreseen in Section 19(b) or Section 32(5).

## **ARTICLE 3. MANAGEMENT RIGHTS**

1. The University shall possess all the customary management rights necessary for the effective conduct of its affairs, except insofar as it might have restricted them by the specific provisions of this Agreement.
2. The University shall exercise these rights in a manner that is reasonable, fair and consistent with the spirit of this Agreement.

#### **ARTICLE 4. NON-DISCRIMINATION**

1. There shall be no discrimination or harassment as defined in the Ontario Human Rights Code and Regulations practiced by the University during the appointment process, on appointment or in the course of service of any Contract Lecturer and there shall be no discrimination or harassment practiced by Contract Lecturers, within and outside the classroom, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, disability, gender identity, gender expression, age, marital status, family status, record of offenses and political ideology or affiliation, membership in the Union or Union activity.
2. The parties agree that no member of the Union and no person acting on behalf of the University shall take part in formal discussions or vote with regard to the determination of any term or condition of employment of an immediate family member.
3. The achievement of employment equity is a shared goal and a shared responsibility of both parties. As such, nothing in this Collective Agreement shall preclude any employment equity or Ontario Human Rights Code special programs mandated by law or mutually agreed to by the parties to this Collective Agreement.

#### **ARTICLE 5. PROHIBITION OF LOCK OUTS AND STRIKES**

1. As long as this Agreement is in operation there shall be no lock outs and no strikes, as defined in the Ontario *Labour Relations Act*.
2. In the event that any employees of the University, other than those covered by this Collective Agreement, engage in a lawful strike, bargaining unit members shall not be obliged to perform work normally done by those employees on strike.

#### **ARTICLE 6. UNION RECOGNITION AND SECURITY**

1. The University recognizes the Union as the exclusive bargaining agent for the Contract Lecturers in the bargaining unit.
2. The Union shall exercise all its rights under this Agreement in a manner which is reasonable, fair and consistent with the spirit of this Agreement.
3. The University agrees that no teaching functions as defined in Article 1.(p)(Definitions) and envisaged in Article 13.1(a)(Appointment Procedure Posting) shall be contracted out to any non-bargaining unit person(s).
4. Union Dues
  - a) For all Contract Lecturers who are members of the Union or are deemed to be such, the University shall deduct Union dues from each bi-weekly pay cheque; 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 cheques were issued to the Contract Lecturers.
  - b) 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 record on the first day of the month in which the deduction is to be made.

- c) The University shall send to the Union, on a bi-weekly basis, the dues deducted as well as a list of deductions made, itemized by names of Contract Lecturers.
- d) The Union shall indemnify and save the University from any liability arising out of the application of (a) and (b) 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 7. UNION REPRESENTATION – TIME OFF FOR UNION ACTIVITIES**

1. The Board and the Union shall advise each other of the names of their respective representatives authorized to transact business on behalf of each as soon as possible where such representatives are newly appointed or elected.

The University shall provide to the local Union an amount totalling \$130,000 per each twelve (12) month period, normally between September to August, 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 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 8. UNION OFFICE SPACE**

1. The University agrees to provide to the Union, free of charge, except as otherwise specified in this Article, with the use of serviced, furnished and conveniently located office space and access to University services on the same basis as if it (the Union) is a University Department.

#### **ARTICLE 9. INFORMATION**

1. The University shall send to the Union an electronic copy of this Agreement within thirty (30) days of the signing of this Agreement and shall post a searchable electronic copy of this Agreement on the University's Vice-Provost, Faculty Affairs website.
2. The University shall provide to a duly appointed representative 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, hours of work, contract dates, and email addresses of each member of the bargaining unit.

3. The duly appointed representative of the local Union must provide the Human Resources Department with their University Online Identity (email) for the systems units to set up the appropriate access and security parameters.
4. The Chair/Director will notify the successful candidate by email within ten (10) business days following final approvals, and the successful candidate will have five (5) business days from the date of the email to respond and either accept or reject the appointment.
5. Within thirty (30) days of appointment of a Contract Lecturer, the Union will be provided access to an electronic copy of their letter of appointment.

## **ARTICLE 10. GRIEVANCES AND GRIEVANCE ARBITRATION**

### **10.01 GENERAL PROVISIONS**

1. 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 Contract Lecturer concerned.
2. A grievance(s) between the Union and the University shall be in writing signed by a representative designated by the Union or by the University and shall specify the matter(s) in dispute, the article(s) alleged to have been violated, the names of all affected persons and the remedy sought.
3. Definitions
  - a) A Grievance is a claim, dispute or complaint involving the interpretation, application, administration or alleged violation of the Collective Agreement filed by the Union on behalf of an individual Contract Lecturer.
  - b) A Hiring Grievance is filed by the Union on behalf of an individual Contract Lecturer alleging that the University has contravened by interpretation, application or administration the provisions of Article 14 (Appointment Procedure – Selection). Only Contract Lecturers who were employees of the University in the 12 months preceding the date of the relevant posting may access the hiring grievance/arbitration process.
  - c) A Group Grievance is a claim, dispute or complaint involving the interpretation, application, administration or alleged violation of the Collective Agreement filed by the Union on behalf of two or more Contract Lecturers.
  - d) A Policy Grievance is a claim, dispute or complaint involving the interpretation or application of the Collective Agreement and can be filed by either the Union or the University.
  - e) The Grievor will either be the Union (CUPE 3904, Unit 1 filing a grievance on behalf of a Contract Lecturer or group of Contract Lecturers) or the University.
  - f) Carriage Rights refer to the entity that has the right to make all decisions with regard to the grievance process, including, but not limited to settlement, withdrawal and whether

or not to proceed with litigation. The Union and the University shall have carriage of all grievances which they respectively initiate.

- g) Arbitration is a quasi-judicial process in which a disinterested third-party (an arbitrator or arbitration board) hears evidence presented by both the Union and the University on issues in dispute, and hands down a binding decision.
- h) Mediation is an informal process involving a neutral third party used to resolve grievance disputes.

## **10.02 GENERAL PROVISIONS DEALING WITH GRIEVANCES**

### **1. Grievability**

- a) 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, except where the Grievor alleges that such action or situation involves:
  - i) Discrimination on a specified ground foreseen in Article 4 (Non-Discrimination);
  - ii) A specified improper motive; or
  - iii) Failure to follow any specific process set out in the provisions of this Agreement.

### **2. Informal Resolution**

Notwithstanding the grievance procedures that follow, a Contract Lecturer who has a complaint regarding an issue which could give rise to a grievance and arbitration shall normally first raise the matter with their Department/School Chair/Director and give the Chair/Director an opportunity to discuss and address the matter.

The Contract Lecturer may, if they choose, consult, seek the advice of or attend with their Union representative at any point during the complaint stage.

Such discussion shall be initiated within ten (10) working days after the occurrence of the incident giving rise to the complaint, or ten (10) working days from the date events giving rise to the complaint ought reasonably to have been known, whichever is later.

### **3. Hiring Grievances**

- a) It is agreed that if the posting deadlines as outlined in Article 13.4 (Appointment Procedure Posting – Time Limits for Posting) are delayed as a result of the Department/School's or University's actions, Contract Lecturers who were employees of the University in the 12 months preceding the time the vacancies should have been posted, have access to the grievance/arbitration process of this Article, in respect of Article 14, Appointment Procedure – Selection subject to 10.01 3(b) above.
- b) It is agreed that a Contract Lecturer who is not teaching at the University as they are upgrading their educational qualifications as mutually agreed to by the Contract Lecturer and the University has access to the grievance/arbitration process of this Article, in respect of Article 14, Appointment Procedure – Selection.

#### 4. Group Grievance

In the event that a grievance is submitted which deals with a group of Contract Lecturers across more than one Faculty the grievance shall be filed at Step 3, Vice-Provost, Faculty Affairs level and shall, directly identify all of the affected individuals for whom a remedy may be sought.

#### 5. Time Limits

##### a) Initiation

The Union or the University shall initiate the grievance process according to procedures contained in the relevant clauses herein.

##### b) Continuation

In the event a party fails to reply in writing as specified in this article within the time limits prescribed in this article, the other party may submit the matter to the next step as if a negative reply or denial had been received on the last day for the forwarding of such reply.

##### c) Extensions

The time limits specified in this article may be extended by written mutual agreement by the parties. Such agreement should not be unreasonably withheld.

### **10.03 PROCEDURES FOR HIRING GRIEVANCES**

#### 1. Step 1 – Grievance Stage (Chair/Director Level)

- a) If the Union wishes to lodge a hiring grievance on behalf of a Contract Lecturer, the Union shall initiate the grievance procedure by contacting (in writing) the Chair/Director within fifteen (15) working days of the occurrence of the incident giving rise to the grievance, or fifteen (15) working days from the date events giving rise to the complaint ought reasonably to have been known, whichever is later.
- b) In the interest of dealing as expeditiously as possible with cases where an employee applicant alleges unfair hiring, the Union may request that the University release to the Union representative the written evaluation of a Contract Lecturer's candidacy, and the written evaluation of the successful candidate and supporting documentation used by the selection committee as defined in Article 14.4 (Appointments Procedure – Selection Criteria) of the Collective Agreement. This information shall be released to the Union, in confidence, for the purpose of determining whether a grievance will be filed. The University agrees to release this information within five (5) working days of the receipt of request.
- c) The Union shall send the formal grievance in writing to the Chair/Director within fifteen (15) working days of receipt of all the information mentioned in Step 1(b) above.
- d) No later than ten (10) working days following the receipt of the grievance, the Chair/Director shall meet with the Union.

- e) The aggrieved Contract Lecturer(s) shall have the right to attend this meeting. The parties shall make every reasonable attempt to resolve the grievance.
- f) If the grievance is resolved at this stage, such resolution shall be documented and counter-signed by the Union and the University representatives within ten (10) working days of the meeting at which the settlement was reached.
- g) In the event that the parties cannot resolve the grievance within ten (10) working days of the meeting(s) specified in clause (b) above, the Chair/Director shall within a further ten (10) working days forward in writing to the Union the reasons for denying the grievance.

## 2. Step 2 Grievance Stage (Decanal Level)

- a) 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.
- b) If the grievance is filed with the Dean, then within ten (10) working days of receipt of the Step 2 grievance, the Dean shall meet with the Union to discuss and attempt to resolve the matter.
- c) The aggrieved Contract Lecturer(s) shall have the right to attend this meeting.
- d) If the grievance is resolved at this stage, such resolution shall be documented and counter-signed by the Union and the Dean within ten (10) working days of the meeting at which the settlement was reached.
- e) In the event that the parties cannot resolve the grievance within ten (10) working days of the meeting(s) specified in clause (b) above, the Dean shall within a further ten (10) working days forward in writing to the Union the reasons for denying the grievance.

## 3. Step 3 – Grievance Stage (Vice-Provost, Faculty Affairs Level)

- a) 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, Faculty Affairs or their designate.
- b) If the grievance is filed with the Vice-Provost, Faculty Affairs, then within ten (10) working days of receipt of the Step 3 grievance, the parties will meet to discuss the grievance.
- c) The Vice-Provost, Faculty Affairs, or their designate, may invite to the meeting such other persons (for example, the appropriate Chair/Director and/or Dean) that they consider advisable.
- d) The aggrieved Contract Lecturer(s) shall have the right to attend this meeting. The parties shall make every reasonable attempt to resolve the grievance.
- e) If the grievance is resolved at this stage, such resolution shall be documented and counter-signed by the Union and the Vice-Provost, Faculty Affairs within ten (10) working days of the meeting at which the settlement was reached.

- f) In the event that the parties cannot resolve the grievance within ten (10) working days of the meeting(s) specified in clause (b) above, the Vice-Provost, Faculty Affairs shall within a further ten (10) working days forward in writing to the Union the reasons for denying the grievance.
- g) If the decision of the Vice-Provost, Faculty Affairs 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 thirty (30) days of receipt of the decision.

#### **10.04 PROCEDURES FOR NON-HIRING AND GROUP GRIEVANCES**

##### **1. Step 1 – Grievance Stage (Chair/Director Level)**

- a) If the Union wishes to lodge a grievance on behalf of a Contract Lecturer or group of Contract Lecturers, the Union shall initiate the grievance procedure by contacting the Chair/Director within twenty (20) working days of the occurrence of the incident giving rise to the grievance, or twenty (20) working days from the date events giving rise to the complaint ought reasonably to have been known, whichever is later.
- b) No later than ten (10) working days following the receipt of the grievance, the Chair/Director shall meet with the Union.
- c) The aggrieved Contract Lecturer(s) shall have the right to attend this meeting. The parties shall make every reasonable attempt to resolve the grievance.
- d) If the grievance is resolved at this stage, such resolution shall be documented and counter-signed by the Union and the University representatives within ten (10) working days of the meeting at which the settlement was reached.
- e) In the event that the parties cannot resolve the grievance within ten (10) working days of the meeting(s) specified in clause (b) above, the Chair/Director shall within a further ten (10) working days forward in writing to the Union the reasons for denying the grievance.

##### **2. Step 2 – Grievance Stage (Decanal Level)**

- a) 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.
- b) If the grievance is filed with the Dean, then within ten (10) working days of receipt of the Step 2 grievance, the Dean shall meet with the Union to discuss and attempt to resolve the matter.
- c) The aggrieved Contract Lecturer(s) shall have the right to attend this meeting.
- d) If the grievance is resolved at this stage, such resolution shall be documented and counter-signed by the Union and the Dean within ten (10) working days of the meeting at which the settlement was reached.
- e) In the event that the parties cannot resolve the grievance within ten (10) working days of the meeting(s) specified in clause (b) above, the Dean shall within a further ten (10) working days forward in writing to the Union the reasons for denying the grievance.

3. Step 3 – Grievance Stage (Vice-Provost, Faculty Affairs Level)

- a) 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, Faculty Affairs or their designate.
- b) If the grievance is filed with the Vice-Provost, Faculty Affairs, then within ten (10) working days of receipt of the Step 3 grievance, the parties will meet to discuss the grievance.
- c) The Vice-Provost, Faculty Affairs, or their designate, may invite to the meeting such other persons (for example, the appropriate Chair/Director and/or Dean) that they consider advisable.
- d) The aggrieved Contract Lecturer(s) shall have the right to attend this meeting. The parties shall make every reasonable attempt to resolve the grievance.
- e) If the grievance is resolved at this stage, such resolution shall be documented and counter-signed by the Union and the Vice-Provost, Faculty Affairs within ten (10) working days of the meeting at which the settlement was reached.
- f) In the event that the parties cannot resolve the grievance within ten (10) working days of the meeting(s) specified in clause (b) above, the Vice-Provost, Faculty Affairs shall within a further five (5) working days forward in writing to the Union the reasons for denying the grievance.
- g) If the decision of the Vice-Provost, Faculty Affairs 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 thirty (30) days of receipt of the decision.

**10.05 PROCEDURES FOR POLICY GRIEVANCES**

- 1. In the case of a University policy grievance, the grievance will be initiated by the Vice-Provost, Faculty Affairs and will be directed to the local Union's President. In the case of a Union policy grievance, the grievance will be initiated by the Union and will be directed to the Vice-Provost, Faculty Affairs.
- 2. Timelines:
  - a) Such a grievance shall be submitted in writing within thirty (30) working days from the action giving rise to the complaint or from the time the grieving party ought reasonably to have been aware of such action, whichever is later.
  - b) The parties shall meet within twenty (20) working days of receipt of the grievance and make every reasonable attempt to resolve the grievance.
  - c) In the event that the parties cannot resolve the grievance within ten (10) working days of the meeting(s) specified above or if no meeting occurs and no extension is agreed upon in writing, the responding party shall forward in writing the reasons for denying the grievance. Thereafter, the grieving party may within a further thirty (30) days refer the matter to arbitration.

## **10.06 ARBITRATION PROCEDURES FOR ALL GRIEVANCES**

1. 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 before a single arbitrator.
2. Each party shall equally share the fees and expenses of the Arbitrator.
3. At the time a matter is referred to arbitration, the referring party shall provide a list of no less than three (3) arbitrators it recommends hear the grievance. The parties shall then enter into consultations with a view to selecting an arbitrator acceptable to both.
4. Failing an agreement upon such a selection 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.
5. A person who has participated in the consideration of the issue at the grievance stage shall not be eligible to serve in any arbitral capacity.
6. 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.
7. The Arbitrator shall first determine whether the issue is arbitrable under the provisions of this Agreement and proceed or refrain from proceeding further according to that finding.
8. 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. 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.

## **10.07 MEDIATION**

1. 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. DISCRIMINATION/HARASSMENT COMPLAINT(S) AND GRIEVANCE PROCESS**

### **1. Filing a Complaint Under University Policy**

A 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 4. 1. (Non-Discrimination), shall raise the matter with Human Rights Services or their Chair/Director or Dean. Human Rights Services will conduct an investigation appropriate to

the circumstances and will forward the results of that investigation to the Dean, who will issue their decision to the complainant, in writing, within a reasonable timeframe.

2. At any point in the process the complaint may be referred to the Human Rights Tribunal by the Contract Lecturer.

3. Filing a Grievance

- a) If the complainant is not satisfied with the written response received from the Dean within ten (10) working days of the receipt of such written response they may forward a written grievance to the Vice-Provost, Faculty Affairs.
- b) On receipt of the formal written grievance, the Vice-Provost, Faculty Affairs or their 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 Vice-Provost, Faculty Affairs or their designate shall 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 Vice-Provost, Faculty Affairs or their designate, shall within ten (10) working days schedule a meeting with the complainant and shall communicate the results of the review including conclusions reached and disposition of the grievance.
- e) The Vice-Provost, Faculty Affairs or their designate shall then further communicate their decision in writing to the complainant within ten (10) working days of the scheduled meeting referred to above.

4. Arbitration

- a) If the decision of the Vice-Provost, Faculty Affairs 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 Vice-Provost, Faculty Affairs or their designate – by the Union to arbitration as set forth in Article 10 (Grievances and Grievance Arbitration).

5. 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.

## 6. Representation

- a) The employee shall have the right to be accompanied by a union representative at all and any meetings they attend. Further, the employee shall have the right to consult with their union representative throughout the processes outlined in this Article.

## 7. Confidentiality

- a) All University or Union representatives who have access to information, or 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.

## 8. 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 12. ACADEMIC FREEDOM AND INTELLECTUAL PROPERTY**

## ACADEMIC FREEDOM

1. The University and the Union agree that neither party shall interfere with, censor or discipline any Contract Lecturer's academic freedom. Academic freedom does not require neutrality on the part of the individual. Neither does it confer legal immunity nor diminish the obligation of individuals to meet their duties and responsibilities.

Academic freedom includes the freedom:

- a) To examine, question, teach and learn;
- b) To disseminate opinions on questions related to one's own academic interests, research and professional activities both within and without the classroom provided that the students' human rights are respected and that within the classroom, this does not interfere with students' opportunity to acquire the knowledge and skills established for the course being taught;
- c) To pursue one's academic interests and research, creative endeavours and professional activities, subject to the satisfactory performance of all one's University duties;
- d) To publish and otherwise make public the results of the pursuits noted in (c) above;
- e) In exercising such freedom, there is a responsibility to adhere to the law and to respect the academic freedom of all others who enjoy academic freedom.

## INTELLECTUAL PROPERTY

### COPYRIGHT

2. Copyright applies to all original scholarly, scientific, literary, dramatic, musical, artistic and recorded works in any material form and also applies to related intellectual property rights in know how and data.
3. Original works include but are not limited to: books, texts, articles, monographs, glossaries, bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the Internet, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, choreographic works, performer's performances, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, compact discs, computer programs, data sets, databases, know how, live video and audio broadcasts, programed instructional material, drawings, paintings, photographs, sculptures, and other works of art.
4. No Contract Lecturer shall claim any copyright in any assessment, grading, report, or correspondence produced pursuant to their normal administrative duties within the University. Moreover, no Contract Lecturer shall claim copyright in any work provided to the Contract Lecturer to assist them in carrying out their duties and modified by the Contract Lecturer such as a laboratory manual or claim copyright in any work produced and designed to assist in the day-to-day administration, operation and/or management of the University's affairs.
5. A Contract Lecturer 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 license 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 Contract Lecturer's personal documents, including unpublished lecture notes, course notes, lab notes or any work-in-progress. The Contract Lecturer 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.

### COMMISSIONED WORKS

6. In circumstances where the University commissions work with a Contract Lecturer, Article 17 shall apply or the University and the Contract Lecturer may enter into a separate agreement outside the Contract Lecturer's duties and obligations as outlined in Article 17 of the Collective Agreement. Such an agreement and all such commission contracts shall be in writing and shall be copied to the Union. Such agreements shall, at least, address the following matters:
  - i) Definition of the material(s) to be produced;
  - ii) Scheduling and funding of the project;
  - iii) Ownership and use of the material(s);
  - iv) Rights of revision; and
  - v) Definition, distribution and timing of payment.

## INTELLECTUAL PROPERTY OUTSIDE OF UNIVERSITY OBLIGATIONS

7. In circumstances where a Contract Lecturer creates intellectual property separate and apart from the Contract Lecturer's duties and obligations pursuant to their appointment with the University under the Collective Agreement between the University and CUPE, Local 3904, Unit 1, meaning on the Contract Lecturer's own time and using the Contract Lecturer's own resources, the intellectual property so created will remain the property of the Contract Lecturer and the University shall have no claim on such intellectual property.

## ARTICLE 13. APPOINTMENT PROCEDURE POSTING

### 1. Work Available for Discharge

- a) Decisions as to what teaching functions may be available for discharge by Contract Lecturers and all actions incidental to the process of reaching such decisions shall be within the University's discretionary authority.
- b) Decisions as to whether an individual applicant is to be offered an appointment to an available teaching function and if so which one, and all actions incidental to the process of reaching such decisions shall be within the University's discretionary authority.
- c) In order to encourage excellence, including the core values of equity, diversity, and inclusion in Contract Lecturer appointments, CLACs shall make efforts to expand the pool of applicants (e.g., through advertisements, distribution to relevant University programs or professional groups, etc.)
- d) The University will utilize its current established guidelines respecting advertising for its Contract Lecturer positions.

### 2. Department/School Posting Responsibilities

- a) Departments/Schools shall post work available for discharge using the University's online recruiting application except as provided for in Article 13.2(b).
- b) The University, through its CLACs, may offer available teaching to:
  - i) Individuals deemed to have particular skills, knowledge, or experience needed to enhance a particular program; or
  - ii) Individuals from a group covered by the Ontario Human Rights Code where the position is designated by the University as requiring membership in such a group. The decision to designate positions falls within the University's discretionary authority.

In these instances, the provisions of Article 14.10 and 14.11 respectively (Appointment Procedure – Selection), shall not apply. Such appointments may not exceed fifteen percent (15%) of the volume of work available for discharge in a given semester within a Faculty.

- c) Restricted work will not form part of a multi-course package (as outlined in Article 13.3(b)) with unrestricted work. All such decisions and the process leading to and incidental to such decisions are within management's discretion and are not grievable.
- d) A position vacancy may be withdrawn, altered or reduced during, or subsequent to, the posting period without requirement for replacement bargaining unit work to be offered.

3. Work Available for Discharge Shall Be Posted in the Following Manner:

- a) Listing of all the individual courses or sections of courses, and/or;
- b) Listing of all packages of courses or sections of courses that are combined by the Department/School to create appointments as defined in Article 16.1 (Types, Duration and Form of Appointments), and;
- c) Continuing Education courses and sections falling within the Department/School's academic responsibility (day program teaching function) which have not been assigned as part of the regular workload of faculty members and which have not been included in the Department/School's packages as per clause 3.(b) above, shall be listed separately from the other teaching functions, for the information of candidates; and
- d) The University will post multi-term appointments (i.e., Fall and Winter terms), wherever possible and practical. In such postings, the University will confirm the hours associated with the appointment and the actual courses available for discharge will be confirmed in writing no later than two (2) weeks prior to the first day of scheduled classes.

4. Time Limits for Postings

- a) Work available for discharge shall be posted for a minimum of ten (10) working days.
- b) Work available shall be posted by November 1 for the Winter semester, March 1 for the Spring/Summer semester and May 30 for the Fall semester except in situations where:
  - i) Additional work for discharge becomes available at a later date;
  - ii) The Department/School is hiring a faculty member whose workload has not yet been determined;
  - iii) There are unusual circumstances related to academic planning or budgetary uncertainties of the University and/or the Department/School.

5. Posting Information

Each posting shall contain:

- a) Date of issue;
- b) Department/School;
- c) Course name and course number;
- d) Calendar description of each course;

- e) List of the major duties as outlined in Article 17.2, if any, which are required as part of the applicants' responsibilities. Failure to indicate any such requirements in the posting shall mean that the Contract Lecturer shall not be required to carry out any of the major duties as outlined in Article 17.2;
- f) The number of sections of the same course that are available for teaching, and the number of semester hours per section;
- g) Where possible, the days and times the courses/sections are offered;
- h) The expected student enrolment in each course;
- i) Qualifications required for teaching the course;
- j) Work site, if other than the University main campus;
- k) Date and time deadline applications are due (no later than ten working days after the posting date);
- l) A link to the explanation of the types of appointments for which the candidate may apply (sessional, reduced workload sessional or part-time) as defined in Article 16.1 (Types, Duration and Form of Appointments);
- m) A link to the statement in the posting and/or via a link outlining the candidate's responsibilities when applying for work available for discharge, as per Article 14.9(a) to (f) inclusive (Appointment Procedure – Selection);
- n) A rating scale and weightings for each selection criteria identified in Article 14.4 (a to e inclusive);
- o) A current relative seniority list.

#### 6. Copies of Postings

- a) Applicants may elect to receive electronic notification of when postings are available.
- b) The University has implemented an online recruitment application system that includes electronic postings of Unit 1 positions and such electronic postings will include the Department/School's seniority list on the job postings and/or a link to the seniority list.

This online recruitment tool includes the ability for applicants to elect to receive electronic notification when postings are available. In addition to this election, the University will send an email communication to Contract Lecturers reminding them to access the Unit 1 online recruitment application in order to apply for Unit 1 posted position vacancies. Such communication shall be sent to applicants on the posting dates that are outlined in Article 13.4(b) of the Collective Agreement and will include:

- Contract Lecturers currently employed in the teaching Department/School; and
- Contract Lecturers with Priority of Consideration in the teaching Department/School; and

- Contract Lecturers who have taught in the Department/School within the past six consecutive terms.

Emails shall be sent to both the Toronto Metropolitan University email address and the Contract Lecturer's personal email address on file.

If an applicant experiences any issues with accessing the online recruitment tool, the applicant will raise their issues with the University and the University shall make every effort to address the concern in a timely manner.

- c) It is the Contract Lecturer's responsibility to ensure that the Department/School has their most current personal email address on file.

#### **ARTICLE 14. APPOINTMENT PROCEDURE – SELECTION**

##### **1. Contract Lecturer Appointments Committee (CLAC)**

- a) Consideration of all applications for teaching functions shall be undertaken by a Contract Lecturer Appointments Committee (CLAC). The Committee shall consist of the Chair/Director or designate as Chair of the Committee and two regular/tenured faculty members of the Department/School chosen by the Chair/Director. In the event the Chair/Director designates another member to serve in their place on the CLAC, the designate shall relay the decisions of the CLAC to the Chair/Director.
  - i) If a regular/tenured faculty member with an adequate background in the applicable academic specialty is not available within the unit or where there are insufficient available regular/tenured faculty, suitable substitutions or additions may be made from the regular/tenured faculty in another Department/School or from the Department/School's probationary faculty.
  - ii) In choosing other members of the committee, the Chair/Director or designate shall take into account the University's equity, diversity and inclusion obligations. In a brief written report to the Dean, the VP Equity and Community Inclusion, the Union and the VPFA, the Chair of the CLAC shall explain how the appointments to the CLAC will serve these goals.
  - iii) Where appropriate, in large Departments/Schools with ten (10) or more tenure stream faculty members, the Chair/Director can increase the size of the CLAC by one additional appointed member.
- b) The term of office for CLAC members shall be September 1<sup>st</sup> to August 31<sup>st</sup>. The Chair of the CLAC shall report the names of the members to the CLAC to the Office of the Vice-Provost, Faculty Affairs by June 15<sup>th</sup> for the upcoming term of office.
- c) Limited Term Faculty members are not eligible for appointment to the CLAC.
- d) The University shall arrange annual CLAC training workshop(s). The workshop(s) shall include instruction by the University with regard to the CLAC's applicable legal obligations and applicable duties under the Agreement, and University policies, including the values of equity, diversity and inclusion.

- e) All CLAC members are required to attend unless a reasonable explanation is provided to and accepted by the Chair/Director or Dean (in the case of a Chair/Director). In this case, members must, at minimum, review a recording of the most recent CLAC training. Should any member need to be replaced for any reason, the replacement member shall be required to attend a regularly scheduled CLAC training (if available) or review a recording of the most recent CLAC training. No member may serve on a CLAC who has not attended a CLAC training.
- f) The Office of the Vice-Provost, Faculty Affairs shall post on its website a list of the composition of each CLAC and shall ensure that each member has completed the workshops reference in 14.1(d) above. The Office of the Vice-Provost, Faculty Affairs will provide to the Union, on an annual basis, a list of CLAC members who have completed the requisite training.
- g) The Chair of the CLAC must offer to meet with the Unit 1 VP, or if unavailable, a designate of the Union (Staff Representative or President of the Union) to inform the Union of the decisions of the CLAC. Such meeting will occur within five (5) days of the CLAC reaching its decision and prior to candidates being notified. The Chair of the CLAC may, at their discretion, include other members of the CLAC or a representative of Human Resources or the Office of the Vice-Provost, Faculty Affairs in the meeting.
- h) The Unit 1 VP or the designate of the Union (Staff Representative or President of the Union), in meeting with the Chair of the CLAC, shall be governed by the same guidelines and principles as CLAC Members as outlined in the "Rights and Obligations of Toronto Metropolitan University Committee Members" (Appendix VII).
- i) In determining eligibility for new appointments, the CLAC shall consider current qualifications in relation to the work available for discharge, and the quality of the applicant's work in previous appointments, if applicable, as per Article 17, 18, and 27. Applicants who held a previous appointment with the University and who are judged to be unsatisfactory performers by a process which includes student evaluation, failure to submit course outlines and grade breakdowns when requested, and final grades by the University deadline, among other criteria, shall not be offered new appointments.

## 2. Duties of Contract Lecturer Appointments Committee (CLAC) Members

- a) For clarity, the responsibilities of the CLAC, shall include, but are not limited to, the following:
  - i) Ensure all available appointments, as outlined in Article 13 of the Collective Agreement are posted in accordance with the relevant provisions of this Agreement;
  - ii) Develop rating scale for the criteria identified in Article 14.4 of the Collective Agreement prior to posting position vacancies and considering applications;
  - iii) The Chair/Director will notify the successful candidate by email as soon as possible following final approvals, and the successful candidate will have five (5) business days from the date of the email to respond and either accept or reject the appointment. Once the recommendations of the CLAC are approved, official contract offers to the successful candidates will be sent through the eHR system with

emails to the successful candidates notifying them of the official contract for them to electronically accept through the eHR system.

- iv) Make recommendations to the Dean regarding the hiring decisions;
- v) Keep copies of all evaluations for all applicants consistent with the University's record retention schedule;
- vi) Provide candidate scoring to the Union within five (5) working days of the CLAC completing their scoring. Extension requests to the five (5) day working timeline shall not be unreasonably denied by the Union;
- vii) Conduct teaching assessments in accordance with Article 18 and LOU #8 of the Collective Agreement; and
- viii) Communicate, via the Chair of the CLAC, currency requirements to appropriate Contract Lecturers when necessary.

### 3. Attendance at CLAC Meetings

- a) The Dean, Chair of the CLAC or Union may also request the presence of a representative of Human Resources and/or the Office of the Vice-Provost, Faculty Affairs to be present to assist the CLAC in the recruitment, selection and appointment process.
- b) As soon as possible (normally within ten (10) working days) after the date by which applications were due, the CLAC shall convene to consider all applications received.

### 4. Selection Criteria

In order to be considered for an appointment, the candidate must possess the qualifications outlined in the posting. The CLAC shall evaluate applicants based on criteria corresponding to the following five (5) categories:

- a) Education
  - i) Relevant academic credentials and professional designations.
- b) Experience
  - i) Relevant work and/or community experience in the professional field or discipline;
  - ii) Prior and current university teaching experience; and/or,
  - iii) Previous experience teaching the same or an equivalent course at the University, or an equivalent course at another university.
- c) Currency
  - i) Demonstrated evidence of having maintained up-to-date knowledge (including practice skills, where appropriate) in their specific field/discipline; and/or

- ii) Demonstrated evidence of having maintained academic currency in the specific field/discipline relevant to the course(s) for which the candidate has applied which may include publication in a peer reviewed journal, presentation or attendance at relevant academic conferences;
  - iii) Attendance/participation in teaching related conferences (e.g., University Learning and Teaching Conference), workshops, seminars, etc.
- d) Teaching Skills
  - i) Ability to teach effectively which may include such tools as Contract Lecturer Assessment forms and Course Operation Survey results or equivalent documentation;
  - ii) Candidates are required to demonstrate the ability to include equity, diversity and inclusion into their teaching. They are **not** required to be members of an equity-seeking group.
- e) Interactive Skills
  - i) Demonstrated ability to interact effectively with colleagues and students; ability to work effectively in groups; ability to resolve conflicts constructively; ability to carry out the duties and obligations of a Contract Lecturer in a respectful manner; ability to consider varied perspectives and facilitate student academic accommodations and academic considerations pursuant to relevant Toronto Metropolitan University policies.

## 5. Rating Scale

- a) The CLAC will develop a rating scale for the categories identified in paragraph 4 above. The CLAC may, if it so wishes, assign more points to some categories than to others.
- b) The weights for each category shall remain reasonably stable within a given academic year, unless the course curriculum, course outline or mode of delivery has been revised.
- c) The rating scale shall be developed by the CLAC prior to the CLAC considering any and all applications. The rating scale will be included in the position vacancy posting.

## 6. Use of Experience Credits (Seniority) in the Hiring Process

- a) Where, using the criteria described in paragraph 4 above, two or more applicants are deemed relatively equal by the CLAC, then the accumulated experience credits (seniority) shall be the determining factor. Relatively equal refers to within a ten (10) percent difference in scoring (10% of the highest scoring applicant).
- b) In cases where the experience credits (seniority) of a Contract Lecturer have lapsed as outlined in Article 15.7, the Contract Lecturer will have no accumulated experience credits (seniority) that will be considered in the University's hiring decision.

## 7. Underfill Options

- a) Notwithstanding the above, where no applicant for a position has the prerequisite qualifications outlined in the postings, the CLAC may consider applicants with lesser qualifications against underfill criteria established by the CLAC. The development and establishment of underfill criteria shall not be interpreted as ongoing requisite qualifications for the posted position in future postings.
- b) In such circumstances as described in clause 7(a) immediately above, where the CLAC establishes underfill criteria and recommends for appointment an applicant with lesser qualifications, the CLAC will utilize the same process outlined in clauses 2, 4 and 5. above. It is understood and agreed that an applicant who has been offered a position for which they do not have the prerequisite qualifications (hired on an underfill basis), shall have no expectation or right to be reappointed on an underfill in future postings.

## 8. Contract Lecturer Appointments Committee Recommendation

- a) The recommendation of the Contract Lecturer Appointments Committee shall be transmitted to the Dean.
- b) The Dean shall review the recommendation of the CLAC and render the hiring decision. Should the Dean not approve the recommendation of the CLAC, the Dean shall provide, as soon as practical and in writing, the rationale for their decision to the CLAC, with a copy to the Union.
- c) Once the Dean has reviewed and approved the recommendations of the CLAC, the Department/School shall send emails to the successful candidate notifying them of the official contract for them to accept electronically through the eHR system.
- d) The CLAC shall notify all unsuccessful candidates within two weeks of the successful candidate accepting the offer of employment.
- e) At the conclusion of the annual hiring cycle, the CLAC will draft a brief report explaining how equity, diversity and inclusion obligations were addressed in the recruitment and selection process. The report will be shared with the Dean, the Vice-President, Equity and Community Inclusion, the Union and the Vice-Provost, Faculty Affairs.
- f) Restrictions on Applying for Posted Work

The following restrictions apply to applicants applying for work available for discharge:

- i) Packages as defined in Article 13.3(b) (Appointment Procedure – Posting) shall remain intact;
- ii) Applicants in the Contract Lecturer Track without Priority of Consideration status as defined in Article 15 – Experience Credits (Seniority) – may accept Continuing Education contracts on the following conditions:
  - (1) Shall be separate and distinct from CUPE, Local 3904, Unit 1 appointments;

- (2) Shall be governed by Continuing Education terms and conditions of employment as set out in the applicable collective agreement; and,
- (3) Cannot be combined with existing CUPE appointments Local 3904, Unit 1.
- iii) Notwithstanding Article 14.8(f)(ii) immediately above, Contract Lecturers in the Contract Lecturer Track without Priority of Consideration (as defined in Article 15) who have nine (9) experience credits (seniority) or more, and who apply for Continuing Education courses posted for information in accordance with clause 3(c) of Article 13 (Appointment Procedures – Posting), and mentioned by the applicant in clause 14.9 below and are successful in obtaining such a course, shall be paid for said course at their prevailing CUPE, Local 3904, Unit 1 salary rates. No more than one (1) course per semester may be combined in this manner, and such combination shall apply solely and exclusively for salary purposes.

#### 9. Applicant Responsibilities

Applicants applying for work available for discharge shall:

- a) Apply through the University's online recruitment tool.
- b) Indicate in their cover letter their preference regarding type of appointment as per Article 13.5(l) (Appointment Procedure – Posting), the courses or number of sections of the same course and/or package, and all the courses the candidate considers themselves qualified to teach.
- c) The applicant, through the University's online recruitment tool, will attach an updated curriculum vitae/resume and/or academic qualifications and any other relevant information concerning their candidacy. Such information will also include the applicant's current email address.
- d) A Contract Lecturer with Priority of Consideration as defined in Appendix VI and Contract Lecturers without Priority of Consideration (as defined in Article 15) who have nine (9) experience credits (seniority) or more, may indicate in their application which of the Continuing Education courses and sections posted for information, as per Article 13.3(c) (Appointment Procedure – Posting), they would prefer should the volume of teaching applied for not be available from the teaching functions available for discharge. Contract Lecturers without Priority of Consideration who have nine (9) experience credits (seniority) or more shall be subject to Article 14.8(f) above when applying for Continuing Education courses and sections posted for information.
- e) Through the University's online recruitment tool, the applicant is responsible for maintaining and up-to-date email address to which the letter of appointment should be sent and a statement of any periods during which the applicant cannot be contacted.
- f) Successful applicants shall be required as a condition of employment to validate their academic qualifications through the provision of original transcript(s) no later than six (6) weeks from the date of the original appointment. This requirement applies only in respect of the original and/or (first) appointment as a Contract Lecturer with the University. In the event of any subsequent appointment(s), this requirement shall be waived.

- g) When a Contract Lecturer attains a new academic credential, they shall provide original transcript(s) validating this new credential as soon as practical.

#### 10. Order of Consideration of Applicants – Part A

##### a) Contract Lecturers with Priority of Consideration (Pre-1993)

- i) This section deals only with Contract Lecturers who hold Priority of Consideration per Appendix VI (Establishing and Maintaining Priority of Consideration Status and Experience Credits (Seniority) for Contract Lecturers with Priority of Consideration).
- ii) The Chair/Director shall communicate with each applicant holding Priority of Consideration Status, the number and kind of courses and the type of appointment the applicant has indicated pursuant to clause 9 above as their preference, prior to the available courses/sections/packages posted for Unit 1 application, unless the applicant is determined by the CLAC not to be qualified.
- iii) The CLAC shall write to Contract Lecturers who hold Priority of Consideration confirming they have been recommended to the Dean as those with Priority of Consideration with the greatest experience credits (seniority) as established pursuant to Appendix VI, 4, the number and kind of courses and the type of appointment the applicant has indicated pursuant to clause 9 above as their preference prior to the available courses/sections/packages posted for Unit 1 application.
- iv) Once the Dean has reviewed and approved the recommendations of the CLAC, the Department/School shall send emails to the successful candidate notifying them of the official contract for them to accept electronically through the eHR system.
- v) If the applicant is not considered qualified the CLAC shall recommend offering the same number of other courses and the same type of appointment, or if they are not considered qualified for such an alternative appointment, a different type of appointment consisting of available courses for which the CLAC considers the applicant qualified in accordance with the posting provisions of Article 13.5 (Appointment Procedure – Posting).
- vi) This procedure shall be continued for each applicant in order of experience credits (seniority) until either all applicants with Priority of Consideration as defined in Appendix VI have been considered or the courses or sections of the same course in the listing have all been assigned.
- vii) If, however, an applicant being considered in accordance with this paragraph does not obtain the number and kind of courses indicated pursuant to clause 8 above because all courses in the Department/School's required combinations which the candidate is considered qualified to teach have been assigned, the CLAC shall recommend the requisite number and kind of courses from among the Continuing Education courses posted for information in accordance with clause 3(c) of Article 13 (Appointment Procedure – Posting) and mentioned by the applicant in accordance with clause 9 above, unless the applicant is determined by the CLAC not to be qualified to teach such Continuing Education courses.

- viii) In the procedure outlined above, the paramount consideration shall be to allot to all qualified Priority of Consideration applicants in order of the amount of their experience credits (seniority) the number of courses desired within the restrictions of the types of appointment applied for.
- ix) Where a Department/School has specific currency requirements with respect to a course(s) taught by a Contract Lecturer with Priority of Consideration, the CLAC, via its Chair, shall communicate those currency requirements, in writing, to the Contract Lecturer concerned. The Contract Lecturer will have one semester in which to take appropriate measures to meet the currency requirements. Failure to meet the currency within the specific period of time, shall constitute just cause for non reappointment in subsequent postings, should the work be available for discharge and should the Contract Lecturer apply for such work.

#### 11. Order of Consideration of Applicants – Part B

##### a) Contract Lecturer Track Applicants and External Applicants

- i) If there are posted teaching functions unfilled following the procedure of clause 10(a) above, the CLAC shall fill such residual courses pursuant to Article 13.1. and in accordance with clauses 2, 4, 5, 6 and 7 above.
- ii) In response to applicable recruitment methods, applicants previously found unqualified may again submit their applications but their experience shall be ignored at that stage of the competition. These applicants shall be considered with and as if they were external applicants who responded to the applicable recruitment methods.
- iii) If, at this stage of the competition, the CLAC decides to recommend the appointment of a Contract Lecturer with Priority of Consideration as defined in Appendix VI or a Contract Lecturer with a Continuing Appointment as defined in Letter of Understanding #8 to teach courses and sections from among those listed in the Department/School's required combinations but still available for discharge, the provisions concerning Continuing Education courses referred to in clause 10(a) above shall not apply in such an appointment.

#### 12. Appointment Procedure – Emergency – Part C

- a) An emergency appointment may be made under the provisions of this Article when new work (i.e., work becomes available due to unforeseen circumstances and has not been previously posted) becomes available for discharge and there is less than three (3) weeks to commencement of teaching.
- b) For any unforeseen circumstances where a Faculty member is not available to discharge their teaching duties and the Department/School determines that such work is available for discharge to Contract Lecturers the Department/School shall fill such work in an appropriate manner. Wherever possible this will include the Department/School first approaching a Contract Lecturer with the requisite qualifications who does not have a Full Sessional Appointment.

- c) When the situation described in clause (a) above occurs, the following modifications of the provisions of Articles 13 (Appointment Procedure – Posting) and 14 (Appointment Procedure – Selection) shall prevail:
  - i) The ten (10) day period foreseen in Article 13.4 (Appointment Procedure – Posting) may be reduced, but to no less than two (2) working days;
  - ii) The Department/School shall post such new work using the University's online recruiting application. Contract Lecturers with Priority of Consideration – except those who already have a Sessional Appointment for the semester in which the teaching function being offered is to be performed, shall be considered;
  - iii) Notwithstanding 12(c)(ii) above outside advertising and any other outside direct recruitment may be undertaken simultaneously with or at any time after the posting;
  - iv) If, following the recommendation of the Contract Lecturer Appointments Committee and following consultation with the President of the Union, the Dean decides to appoint an applicant, exchanges between the Dean and the President of the Union may be by email.

#### **ARTICLE 15. EXPERIENCE CREDITS (SENIORITY)**

1. This Article applies to all Contract Lecturers hired after August 15, 1993 and who are, therefore, ineligible to acquire Priority of Consideration (as outlined in Appendix VI) and Contract Lecturers who do not acquire and/or maintain Priority of Consideration as envisaged in Appendix VI shall permanently lose their Priority of Consideration and experience credits (seniority) as per 2 below.
2. The amount of experience credits (seniority) of each applicant in the Contract Lecturer Track shall be calculated by the Chair/Director and confirmed by the Contract Lecturer Appointments Committee as follows: for Department/School teaching appointments commencing on or after August 16, 1993:
  - a) 1/3 unit of experience credit (seniority) per semester of part-time hourly appointment;
  - b) 1/2 unit of experience credit (seniority) per semester of full or reduced workload sessional appointment;

provided that the total experience credits (seniority) shall not exceed one (1) one and one-half (1½) experience credits (seniority) for any single academic year.
3. Contract Lecturers may be granted experience credits (seniority) as defined in clause 2 above after completing three (3) semesters of teaching within a thirty (30) month period based on satisfactory review of performance by the CLAC and subject to the Dean's approval.
4. Contract Lecturers who were hired before August 16, 1993 and who lose their Priority of Consideration status during the term of this Collective Agreement, they will be granted experience credits (seniority) as defined in clause 2 above for the next hiring appointment process (after losing their Priority of Consideration status).

5. Experience credits (seniority) in clauses 2. above, will be calculated from the first date of hire. Seniority will be used in subsequent hiring decisions pursuant to the posting provisions of this Collective Agreement. Such experience credits (seniority) shall be used solely and exclusively for selection decisions pursuant to Article 14 of the Collective Agreement.
6. Experience credits (seniority) shall only accrue during periods of active employment with the University.
7. Experience credits (seniority) 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 University, as a Contract Lecturer with the University. In cases where Contract Lecturers are successful in obtaining an appointment after the lapsing of their experience credits (seniority), they will be considered a new hire for the purposes of Article 15, Seniority, Article 18, Teaching Assessments, and Article 21, Salaries.

Should a Contract Lecturer choose to take political leave (as outlined in Article 23.20), no experience credits (seniority) 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 Contract Lecturer shall be credited with the experience credits (seniority) they had on the official record prior to the political leave for a maximum of forty-eight (48) consecutive months. After forty-eight (48) consecutive months of the Contract Lecturer's experience credits (seniority) shall lapse automatically and are not redeemable.

8. Experience credits (seniority) calculated according to clauses 2 to 7 above shall incorporate the semester hour equivalent of:
  - a) Work undertaken in accordance with the provisions of Article 17 (Duties and Obligations); and,
  - b) Experience credits (seniority) arising from a maternity leave according to the provisions of Article 23.15 (Leaves); and,
  - c) Experience credits (seniority) arising from disability leave according to the provisions of the disability benefit envisioned in Article 22 (Benefits); and,
  - d) Experience credits (seniority) arising from a parental leave according to the provisions of Article 23.16 (Leaves).
9. In the event that a Department/School within a Faculty merges, amalgamates, or separates, a Contract Lecturer's seniority shall be carried with them into the appropriate new Department/School.

A Contract Lecturer's experience credits (seniority) in their home Department/School will be applied in the same manner and consistent with the provisions of this Collective Agreement in circumstances where the Contract Lecturer applies for an "interdisciplinary" or "cross-appointment vacancies" posted vacancy.

#### Educational Upgrade

10. A Contract Lecturer upon completion of six (6) academic semesters of teaching, who elects to upgrade their educational qualifications, may do so subject to the following restrictions:

- a) Educational upgrading must be relevant to the academic needs of the Department/School and Faculty;
- b) The Contract Lecturer must show proof of registration and successful completion of upgrading or proof of progress at the end of each semester;

In these circumstances, no experience credits (seniority) 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 Contract Lecturer shall be credited with the experience credits (seniority) they had on the official record prior to the educational upgrading for a maximum of five (5) years from the date educational upgrading was undertaken by the Contract Lecturer. After five (5) years the Contract Lecturer's seniority experience credits (seniority) shall lapse as per clause 7 above.

#### Contract Lecturer Seniority Sheet

11. The Chair/Director shall ensure that the Contract Lecturer's Service Record File contains a sheet recording experience credits (seniority) as defined in Article 15 (Experience Credits (Seniority)) and Appendix VI (Establishing and Maintaining Priority of Consideration Status and Experience Credits (Seniority) for Contract Lecturers with Priority of Consideration) on a running basis for the purpose of calculating experience. The experience credit (seniority) list will also include the actual number of semesters taught by type of appointment for the purpose of calculating salary level subject to the provisions of Article 21 (Salaries).

### **ARTICLE 16. TYPES, DURATION AND FORM OF APPOINTMENTS**

#### Types of Appointments

1. The following types of appointments shall be offered to Contract Lecturers:
  - a) A full workload sessional appointment, normally for thirty (30) total semester hours over two (2) successive semesters;
  - b) A full workload half sessional appointment, normally for fifteen (15) semester hours in any one (1) semester;
  - c) A reduced workload sessional appointment, for at least nine (9) but less than fifteen (15) semester hours in each of two (2) successive semesters;
  - d) A reduced workload half sessional appointment, for at least nine (9) but less than fifteen (15) semester hours in any one (1) semester;
  - e) A part-time hourly appointment/two (2) semesters, for less than nine (9) semester hours in each of two (2) successive semesters;
  - f) A part-time hourly appointment/one (1) semester, for less than nine (9) semester hours in any one (1) semester;
  - g) A multi-term appointment consisting of any appointment type listed in 1(a) to (f) above for more than one (1) academic year.

### Duration of Appointments

2. The duration of appointments normally shall be for the following periods:
  - a) August 16 to June 15 for both full and reduced workload sessional appointments;
  - b) August 16 to January 15, or December 16 to May 15 for both full and reduced workload half sessional appointments. A half sessional appointment for the Winter semester, immediately following a half sessional appointment for the Fall semester, shall be for the period January 16 to June 15;
  - c) August 23 to May 8 for two (2) semester part-time appointments;
  - d) August 23 to December 31, or January 1 to May 8 for one (1) semester part-time appointments;
  - e) Where a Contract Lecturer is offered and accepts an appointment which has the effect of changing the original appointment from a part-time appointment to a sessional appointment, the University will back date such appointments. Adjustments relative to the total remuneration shall be implemented for the next scheduled pay period following notification to the Human Resources Department of the change in appointment type.
  - f) Benefits entitlements which may accrue to the Contract Lecturer as a result of a change in appointment type (from part-time to reduced or half/full sessional) shall be back dated effective to the appropriate contract start date and shall lapse as per the applicable provisions pursuant to Article 22 (Benefits). Contract Lecturers with part-time appointments shall continue to be eligible for the Part-Time Drug and Dental Benefits Plan.
3. The total period of all appointments shall be deemed to include:
  - a) Periods of preparation or review of courses before the period of instruction starts, during study week or other interruptions in instruction, and/or during Christmas break (about ten (10) weeks in total for sessional appointments and about four (4) weeks in total for two (2)-semester part-time appointments);
  - b) Periods of instruction, advising students taking their course with respect to the course, and student evaluation (about fifteen (15) weeks per semester);
  - c) Periods of paid vacation mutually agreeable to the Contract Lecturer and the Chair/Director (about four (4) weeks in total for sessional appointments and about two (2) weeks in total for two (2)-semester part-time appointments;  
  
Vacation leave for Contract Lecturers with sessional appointments shall normally be scheduled in the first and last two (2) week period of the appointment. Vacation leave for Contract Lecturers with part-time appointments shall normally be scheduled in the first and last week period of the appointment.
  - d) For appointments of shorter total duration than anticipated in (a) through (c) above, those component periods in proportion.

4. Notwithstanding the provisions of clauses 2 and 3 above, sessional and half sessional appointments may, if necessary, start and terminate at different dates, provided that their total length shall not exceed the periods appropriate for each implied in clauses 2 and 3 above.
5. Notwithstanding the above, appointments may be made in the Spring/Summer term for a period appropriate to the duration of the teaching term relative to Fall or Winter terms.
6. For reasons of unforeseeable academic necessity, a sessional, half sessional or part time hourly appointment may be of shorter duration than specified or implied in clauses 2 through 5 above. The salary for such an appointment shall be prorated to the appropriate salary level as specified in Article 21 (Salaries). The Union shall be informed as to the specific reasons for such an appointment.
7. Each appointment shall expire on its terminal date automatically and without notice. Any further appointment of the same Contract Lecturer, even one following immediately upon a previous one, shall constitute a new separate appointment, not a renewal or extension of a previous one. The parties recognize that, regardless of the cumulative length of or the number of successive appointments which may be made of the same Contract Lecturer, there is neither expectancy of continuity beyond the term of the current appointment, except to the extent foreseen in other Articles of this Collective Agreement nor of transfer to probationary faculty.

#### Letters of Appointment

8. All appointments shall be by letter of appointment and stipulate:
  - a) The type of appointment;
  - b) The period of appointment, and the number of semester hours to be taught;
  - c) The Department/School to which the Contract Lecturer is assigned;
  - d) The salary to be paid, and that the salary level is a function of clauses 5, 6, 7, 8, and 9, as applicable, of Article 21 (Salaries);
  - e) That this Agreement constitutes an integral part of the contractual relationship between the Contract Lecturer and the University established by the letter of appointment; and
  - f) The date on which the offer shall lapse if its written acceptance is not by then received by the University; such date shall be three (3) weeks following the date of the offer, but if such date is later than the effective date of the appointment, the Contract Lecturer should try to provide a timely response.
9. The Dean's offer of appointment package shall include a link to the current Collective Agreement.
10. The letter of appointment shall be provided to the applicant through the University's online recruitment tool.

11. As soon as possible following receipt of the Contract Lecturer's formal acceptance of an offer of appointment, the Contract Lecturer shall have made available course outlines or equivalent instructional information, access to those Library and Department/School supplies, services and equipment normally available to Faculty and, at least for Contract Lecturers with sessional appointments, an assignment of office space and furnishings that, within the facilities available to the Department/School, are reasonably within the range of Department/School space patterns.

## **ARTICLE 17. DUTIES AND OBLIGATIONS**

### **Duties**

1. The duties of Contract Lecturers shall be:
  - a) Prepare for the courses they are to teach in accordance with the course outline as determined by the Department/School or the program's curriculum committee;
  - b) Teach the courses assigned to them according to a prescribed curriculum and by prescribed methods;
  - c) Evaluate the work of students taking their courses;
  - d) Advise such students taking their course(s) with respect to the course(s);
  - e) Participate in departmental course review and planning activities as they relate to their assigned course(s) during the term of their appointment. Any participation in department course review and planning activities beyond their term of appointment may be compensated subject to Articles 17.7 and 21.13; and
  - f) Perform such other functions as are customarily performed by academic personnel and as may be assigned to them by the Chair/Director, with due regard to the ratio of such assignments to the total teaching function to which they are appointed; such functions include examination invigilation for their own classes and participation in department council meetings.

### **Obligations**

- g) If a Contract Lecturer has outside employment obligations that interfere with their ability to attend their assigned classes at the time and place scheduled, the Contract Lecturer will forfeit those sections and a replacement instructor who can attend at the time and place the section(s) are scheduled will be hired.
  - h) Maintain currency in their discipline/field/profession relevant to the course(s) they teach and Contract Lecturers with Priority of Consideration shall be subject to Article 14.10.A(vii) (Appointment Procedure – Selection).
  - i) Submit to the Chair/Director of the Department/School, a brief report of activities undertaken to maintain currency by completing the University's approved form. Such submission may include the student evaluations for the last academic year conducted according to the procedures outlined in the Course Operations Survey procedures and

shall be required once every academic year (i.e., at the conclusion of their appointment) as follows:

Type of Appointment		Submission Date
Fall Term	Winter Term	
August 16 to June 15 – full or reduced sessional		June 1 <sup>st</sup>
August 16 to January 15 – Fall full or reduced half sessional and then obtains a consecutive full or reduced half sessional appointment in the Winter term	January 16 to June 15 – full or reduced half sessional	June 1 <sup>st</sup>
August 16 to January 15 – full or reduced half sessional		January 15 <sup>th</sup>
	December 16 to May 15 – full or reduced half sessional	May 15 <sup>th</sup>
August 23 to December 31 – part-time		January 15 <sup>th</sup>
	January 1 to May 8 – part-time	May 15 <sup>th</sup>
August 23 to May 8 – part-time		May 15 <sup>th</sup>
August 23 to December 31 – part-time and then obtains a consecutive full or reduced half sessional appointment in the Winter term	December 16 to May 15 – full or reduced half sessional	May 15 <sup>th</sup>

In cases where the submission deadline is beyond the terminal date of the Contract Lecturer's appointment, this shall not be an activity that requires compensation as outlined in Article 21.13 of the Collective Agreement.

The University shall release to Contract Lecturers the results of the student evaluations for each semester according to the procedures outlined in the Course Operations Survey procedures and to the Contract Lecturer's Chair/Director when they become available.

- j) Attend any mandatory Faculty specific Contract Lecturer orientation sessions. The sessions will be related to Contract Lecturers' discharge of their duties and responsibilities and will address issues such as course management policies and practices, how to address grade appeals and issues related to academic integrity, and student non-academic misconduct, etc. The Dean of each Faculty will provide the Union with a copy of the agenda for their respective Faculty's orientation session. Such

mandatory orientation sessions will be held during the term of Contract Lecturers' appointments.

- k) Invigilate an exam(s) for the Contract Lecturer's course(s) on a Saturday or a Sunday where the operations of the University so require. The Chair/Director will make decisions regarding the assignment of a Contract Lecturer(s) required to invigilate an exam(s) on a Saturday or Sunday.

The University will advise Contract Lecturer(s) of the required assignment to invigilate their course(s) exam(s) as far in advance as practicable.

- l) Access and maintain a University email account on a regular basis. This email account will be used to officially communicate with Contract Lecturer(s)'s students and to receive official University information, notices and other related material.
- m) Punctually attend their assigned classes, and to be adequately prepared for each one.
- n) Inform the Department/School of anticipated inability to meet a class, and to do so as defined by the School/Department in good time so as to enable the Department/School to either arrange for a substitute or to cancel the class.
- o) Inform students, at the beginning of the instruction period during which they are employed where and when the Contract Lecturer shall be available for office hours in person or online.
- p) Submit course outlines and grade breakdowns when requested, and final grades by the deadline determined by the University each term.

#### Non-Required and Non-Compensated Activities of Contract Lecturers

2. Contract Lecturers shall not be required to perform major duties additional to those specified in clause 1 above, such as: work on program, curriculum, and teaching methods design; design of a new course or a major revision of an existing one; external liaison on behalf of the University; undertaking of a major research project; course coordination and supervision (e.g., course coordination of multiple sections); participation in University-wide committees; and any other similar major academic task.
3. Notwithstanding the above, where the University defines a need for a Contract Lecturer to undertake such an academic task beyond the functions foreseen in clause 1 above, the University may offer a Contract Lecturer such a task. When the offer is made, the task will be defined in terms of the number of semester hour equivalents of time it requires (except for course development activities which will be paid as a flat rate as outlined in Article 21 – Salaries) and the teaching maxima with respect to semester hours shall not apply.
4. Contract Lecturers will not be required to supervise individual undergraduate or graduate students.
5. Should the Contract Lecturer accept, they shall be compensated through extra payment for those semester hours at the rates defined in Article 21 (Salaries).

### Replacement Teaching Appointments

6. In cases where a Contract Lecturer is employed to replace another Contract Lecturer for less than the total appointment period as outlined in Article 16.1 and 16.2, the formula for calculating the replacement Contract Lecturer's compensation is as outlined in Article 21.12.

### Compensation for Activities Which Fall Outside the Appointment Period

7. Contract Lecturers may, from time to time, be required to participate in and/or complete specific activities related to their duties as a Contract Lecturer, which have been scheduled beyond the terminal date of their appointment (e.g., attending departmental meetings, planning meetings, participation in student appeals, etc.). In such circumstances, the Chair/Director and the 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 Chair/Director in writing and the Contract Lecturer shall be paid in accordance with Article 21.13.

### Statutory Holidays

8. Contract Lecturers shall not be required to work on statutory holidays.

### 9. Class Size and Teaching Delivery

- a) The teaching workload assigned by the Chair/Director to Contract Lecturers on all full workload appointments shall consist normally of fifteen (15) semester hours in any one (1) semester or thirty (30) semester hours in any two (2) consecutive semesters, provided that the average section sizes listed below are not exceeded except as envisaged below as at the official count date.

Sections	Average Section Size
1	60
2	55
3 or more	50* *To a total of 150 students for three (3) courses/sections *To a total of 200 students for four (4) courses/sections *To a total of 250 students for five (5) courses/sections

- b) Notwithstanding the above section size (class), a Contract Lecturer may be assigned up to an additional 33 students per section.
- c) The Contract Lecturer and the Chair/Director may mutually agree to increase the additional thirty-three (33) students per section as articulated in (b) immediately above. Should there be no agreement to increase this number there will be no penalty or reprisal as a result of non-agreement.

- d) In cases where the average section size is exceeded as outlined in (b) or (c) immediately above, as of the official count date, there are three scenarios of support for extra students depending on whether Academic Assistant (AA) support is academically required to deliver the courses/sections.

Scenario #1: In cases where AA support is not academically required to deliver the courses/sections, as of the official count date, the following choices are available to the Contract Lecturer:

- i) The Contract Lecturer can elect to be compensated for the total number of students over the aggregate amount at the rate of \$80.00 per student for the first 33 extra students and at the rate of \$90.00 per student for each additional student beyond the 33 students per section; or
- ii) The Contract Lecturer may, if they desire, to give up the compensation and to elect instead that appropriate Academic Assistant support be provided; or
- iii) Subject to mutual agreement between the Contract Lecturer and the Chair/Director, if the Contract Lecturer has elected payment as per (i) immediately above, a portion of these funds may be allocated to the Department/School to hire AA support for the Contract Lecturer.

Scenario #2: In cases where Academic Assistant support is academically required to deliver the course(s)/section(s), the Contract Lecturer will be provided appropriate Academic Assistant support. In addition, the Contract Lecturer will receive 20% of the total extra student payment as calculated in 17.9(d)(i) immediately above. The successful applicant for a section that is determined to require Academic Assistant marking support may provide the Chair of the CLAC with a rationale/explanation as to why Academic Assistant support in the form of marking support is not required and how the Contract Lecturer can perform all of the academically related marking duties of the course themselves. The Chair of the CLAC will respond to the Contract Lecturer and the Unit 1 VP with an explanation clarifying why Academic Assistant support is required, or the Chair of the CLAC may accept the Contract Lecturer's proposal, thereby removing the academically required status of the course and providing the Contract Lecturer with full marking obligations and the corresponding full extra student payment as provided for in Article 17.9(d)(i) above. The Contract Lecturer may, if they choose, consult, seek the advice of or attend with their Union representative at any point during the discussion.

In cases where Academic Assistant support is determined by the Department/School to be academically required to deliver the course(s)/section(s), and where the Academic Assistant has been determined to have failed to perform 50% or more of the contract hours allocated to grading, the Chair/Director of the Department/School will communicate with the Contract Lecturer to discuss alternatives to ensure the duties of the Academic Assistant not being carried out are fulfilled so that there is no negative impact on the students in the course. Such alternatives may include:

- i) Hiring a replacement Academic Assistant to carry out the balance of the duties assigned to the original Academic Assistant who is no longer available, or
- ii) Providing the Contract Lecturer the opportunity to carry out the marking duties that would have been carried out by the Academic Assistant who is no longer available

with the expectation that the Contract Lecturer would receive extra compensation for assuming this additional marking, such compensation to be discussed and agreed to with the Chair/Director, or

- iii) Some mutually agreeable alternate arrangement.

The Contract Lecturer may, if they choose, consult, seek the advice of or attend with their Union representative at any point during the compensation discussion.

Scenario #3: In cases where a Contract Lecturer receives a contract to teach multiple courses/sections and the contract contains both courses/sections that academically require Academic Assistant support to deliver the course/section as well as courses/sections that do not academically require Academic Assistant support to deliver the course/section and the Contract Lecturer elects to do the work themselves and take full extra student pay in the sections that do not academically require Academic Assistant support, the Contract Lecturer shall be paid the full extra student pay as noted in Article 17.9(d)(i) above for those course(s)/section(s) where they perform all the marking themselves and they will receive 20% of the extra student payment for those course(s)/section(s) where Academic Assistant support is academically required as noted in Scenario #2. In calculating the extra student pay for those sections that do not academically require Academic Assistant support, the academically required sections are not included in the count of the number of sections being taught by the Contract Lecturer, nor are the number of students taught in the academically required sections included in the extra student payment calculation. For example, if the Contract Lecturer is teaching four sections and one is an academically required section, then the extra student pay for the non-academically required sections is based on three sections and the student enrollment in those three sections. The extra student pay (if any) for the one academically required section is based solely on that section and the student enrollment in that section.

- e) Any support agreed to that includes the hiring of an Academic Assistant, such Academic Assistant will be made available as soon as the total number of students is confirmed but no later than the third week of the commencement of the term.

### Special Teaching Situation

10. The size of clinical practicums in the School of Nursing will be equivalent to those for the TFA faculty. For the purposes of workload calculations in respect of indirect supervision of nursing students in clinical practicums, the Contract Lecturer shall be compensated at an equivalent level of three (3) semester hours or the semester hour value that TFA faculty are allocated for such courses.
11. For purposes of workload calculations one (1) section of a Social Work practicum course shall be considered the equivalent of a regular three (3) hour section. For each practicum section, the Contract Lecturer will be required to work an average of nine (9) hours per week. This shall include the duties and obligations as set out in Article 17 (Duties and Obligations).

Social Work theory courses shall be considered as regular courses for the purpose of workload calculation.

12. Contract Lecturers teaching Direct Clinical Practicums in the School of Nursing shall be compensated hourly for each hour of direct clinical supervision in the placement setting at the following rate:

2024/2025: \$135.16

2025/2026: \$138.54

2026/2027: \$142.00

For those courses with six (6) weeks of clinical placement at eight (8) hours per day, totalling 48 hours of clinical placement, the hours of direct clinical supervision for which they will be compensated shall be eight (8) hours per week for eight (8) weeks, for a total of 64 hours. This reflects both the actual direct clinical supervision but also acknowledges related activities carried out in the Reading Week and in the timeframe following the end of the clinical placement weeks, but before the completion of the course.

For those courses with twelve (12) weeks of clinical placement at twelve (12) hours per day, totalling 144 hours of clinical placement, the hours of direct clinical supervision for which they shall be compensated shall be paid at twelve (12) hours per week for fourteen (14) weeks, for a total of 168 hours. This reflects both the actual direct clinical supervision but also acknowledges related activities carried out in the Reading Week and in the timeframe following the end of the clinical placement weeks but before the completion of the course.

Contract Lecturers teaching Direct Clinical Practicums in the School of Nursing will be paid the above compensation given the Special Teaching Situation and will not be compensated based on the provisions set out in Article 21. The above compensation will be paid for these courses over the appointment periods set out in Article 16.2, depending on whether the Contract Lecturer's total teaching in the School of Nursing equates to a part-time hourly appointment, or a full or reduced workload sessional appointment.

For the purposes of workload, seniority and benefits for those Contract Lecturers who teach Direct Clinical Practicums an eight (8) hour per week supervision will be considered the equivalent of three (3) semester hours and a twelve (12) hour per week supervision will be considered the equivalent of four and a half (4.5) semester hours.

13. Normally, the maximum daily teaching span for sessional and half-session Contract Lecturers shall be seven (7) hours including a meal period, with no more than four (4) consecutive teaching hours, subject to Article 13.3(b) (Appointment Procedure – Posting).

#### Outside Professional Activities

14. The University recognizes that outside activities falling within the Contract Lecturer(s)'s discipline may enhance the Contract Lecturer(s)'s effectiveness as a teacher. Contract Lecturers may engage in outside occupations or professional activity, however:

- a) Such activity(ies) shall not conflict or interfere with the fulfillment of their duties and obligations as provided for in Article 17;
- b) Such activity(ies) shall not reflect adversely on, or be to the detriment of the University.

## Code of Conduct

15. While 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 in line with University policies.
16. Contract Lecturers shall not discuss their employment-related concerns and/or Grievances as defined in Article 10.01.3(a) with students.
17. Contract Lecturers acknowledge a responsibility to serve a diverse student population and shall create an equitable, diverse and inclusive atmosphere of mutual respect in which students may learn and shall refrain from expressing or condoning views or adopting attitudes and behaviours which might reasonably be expected to damage or violate the self-respect, dignity and human rights of the students they teach.
18. Contract Lecturers shall respect the dignity, integrity and human rights of their teaching and non-teaching colleagues.

## **ARTICLE 18. TEACHING ASSESSMENT**

1. The Chair of the CLAC shall be responsible for administration of teaching assessments for Contract Lecturers. This shall include, but is not limited to the following:
  - a) No later than the second week of the semester determine the schedule of teaching assessments for Contract Lecturers as outlined in Article 18.2;
  - b) Prepare a letter, should the appropriate teaching assessments outlined in Article 18 not be done, stating that the Contract Lecturer is deemed as having been satisfactorily assessed and counts towards the total number of assessments required as listed in Article 18.2(b);
  - c) Provide copies of the assessment or letter (as stated immediately above) to the Contract Lecturer, the Contract Lecturer's Service Record File and Chair/Director.
2. Those conducting assessments are required to use the Contract Lecturer Assessment Form found in Appendix V of the Collective Agreement to conduct in-class teaching assessments of Contract Lecturers. A Contract Lecturer shall be assessed for teaching competence each semester during the first six (6) semesters of departmental appointment as follows:
  - a) Contract Lecturer assessments will only be conducted by tenured and probationary faculty members.
  - b) Semester #1: the Contract Lecturer shall be assessed once per semester.  
Semester #2: the Contract Lecturer shall be assessed once per semester.  
Semester #3: the Contract Lecturer shall be assessed once per semester.  
Semester #4: the Contract Lecturer shall be assessed once per semester.  
Semester #5: the Contract Lecturer shall be assessed once per semester.  
Semester #6: the Contract Lecturer shall be assessed once per semester.

If a Contract Lecturer completes four to six hours of modules/core teaching development offerings for Contract Lecturers delivered by the Centre for Excellence in Learning and

Teaching (CELТ) within the first three semesters they have contracts, with such modules/offeringѕ being a combination of synchronous or asynchronous, then the teaching assessments in semesters #4, #5 and #6 will be waived. If a Contract Lecturer elects the option to complete such CELТ modules/offeringѕ they must provide proof of completion to their Chair/Director in advance of the scheduling of teaching assessments in semesters #4, #5 and #6.

A total of six (6) assessments may be conducted or three (3) assessments if a Contract Lecturer completes the four to six hours of CELТ modules/offeringѕ.

Notwithstanding the schedule of assessments immediately above, after the assessment is completed in Semester #2, if the Contract Lecturer's teaching is deemed to be overall good performance (with no areas of concern) based on relevant evidence, including the previous year's teaching assessment(s), the Chair of the CLAC may, at their discretion, reduce the teaching assessments for the following terms by up to two (2) assessments in total.

If the Chair of the CLAC decides to reduce the number of teaching assessments, they will advise the Contract Lecturer of this reduction, in writing, with a copy to the Union. This written documentation will be placed in the Contract Lecturer's Service Record File.

The total number of assessments would thus range from two (2) to three (3) assessments if they complete the four to six hours of CELТ modules/offeringѕ, or if they do not participate in the four (4) CELТ modules/offeringѕ and do not have any assessments waived by the Chair of the CLAC, there could be up to six (6) assessments.

		<b>Number of Assessments</b>	<b>Timing of Assessments</b>
Variant 1	Normal	6	One per semester across 6 semesters
Variant 2	Normal with CLAC reduction	4-5	One per semester in the first 2 semesters, with up to 2 reduced over the remaining 4 semesters
Variant 3	Completion of CELТ Modules	3	One per semester in the first 3 semesters
Variant 4	Completion of CELТ Modules with CLAC Reduction	2	One per semester in the first 2 semesters

- c) Before the end of the first two (2) weeks of the semester, and at the time of making arrangements for the assessors' classroom visits, the Contract Lecturer shall be informed in writing that a teaching assessment will take place and of the criteria to be used in the assessment of teaching competence. Such criteria generally shall be appropriate to the Contract Lecture's duties as defined in Article 17.1(a) and (b) (Duties

and Obligations), but may include factors and/or standards particular to the course being taught;

- d) Arrangements for visiting a class for the purpose of making an assessment shall be made with the Contract Lecturer concerned at least a week in advance, and no assessment visits shall be scheduled during the first two (2) or the last two (2) weeks of the teaching semester;
  - e) Each assessor, within two (2) weeks from the date of the class visit, shall submit their completed Contract Lecturer Assessment Form to the Contract Lecturer and the Chair/Director.
  - f) The Contract Lecturer has the right to respond to the assessment and shall provide their response to the assessment, if any, to the Chair/Director within two (2) weeks of receipt of the assessment.
  - g) The Contract Lecturer may also request to meet with the appropriate Chair/Director to discuss the evaluation.
  - h) The Contract Lecturer shall be deemed as having been satisfactorily assessed in the event that the University fails to arrange for an in-class teaching assessment. A letter to this effect shall be placed on the Contract Lecturer's Service Record File by the Chair/Director.
  - i) After four (4) semesters of employment in the Department/School and after the Department/School has had two (2) to six (6) opportunities to conduct assessments (as outlined in 18.2(b) above), the Contract Lecturer shall not be required to complete an in-class teaching assessment except in the following three (3) situations:
    - i) Where a Contract Lecturer Appointments Committee offers a course to a Contract Lecturer not otherwise considered to have met the posted qualifications for the course and is hired as an underfill as outlined in Article 14.7, the Committee may require a maximum of two (2) assessments of such a course as a condition of the offer; and the Contract Lecturer shall be so informed in the letter of appointment defined in Article 16.8 (Types, Duration and Forms of Appointments); or
    - ii) Where such teaching assessments are to be a component of an inquiry under the provisions of Article 19 (Conduct and Discipline); or
    - iii) Where the three members of the CLAC exercise their discretion and determine, based on documented evidence of a Letter of Discipline, to conduct a teaching assessment of a Contract Lecturer with a Continuing Appointment, pursuant to paragraph 7 of Letter of Understanding #8 CONTINUING APPOINTMENTS.
3. Assessments made pursuant to the preceding paragraph of this Article shall be deemed to fall within the area of the University's discretionary authority.
4. Contract Lecturers who have been fully assessed and whose teaching assessments are lost or no longer available in their service file shall not be re-assessed. Furthermore, during the application evaluation process, these Contract Lecturers shall be deemed as having been

satisfactorily assessed, and a letter to this effect shall be placed on the Contract Lecturer's Service Record File by the Chair/Director.

5. Contract Lecturers who have been fully assessed and whose teaching assessments are lost or no longer available in their service file shall not be re-assessed. Furthermore, during the application evaluation process, these Contract Lecturers shall be deemed as having been satisfactorily assessed, and a letter to this effect shall be placed on the Contract Lecturer's Service Record File by the Chair/Director.

## **ARTICLE 19. CONDUCT AND DISCIPLINE**

1. Conduct of a Contract Lecturer that persistently fails to meet the duties and obligations set forth in Article 17 (Duties and Obligations) and the guidelines set forth in Article 28 (Workplace Civility), may, following a disciplinary inquiry, be subject to disciplinary measures.

Disciplinary measures should be appropriate to their cause and to the principles of progressive discipline.

2. Disciplinary authority (that is, the authority to institute a disciplinary inquiry and, where warranted, to apply disciplinary measures) normally shall rest with the Chair/Director; but the Dean or the Vice-Provost, Faculty Affairs may, by derogation and substitution, assume the disciplinary authority where the gravity of the case warrants, or where the Chair/Director or the Dean refuses to institute a disciplinary inquiry in a matter which, in the opinion of the higher official, requires such action.
3. Where the Contract Lecturer's alleged misconduct affects another Contract Lecturer, a Faculty member, any other employee of or persons rendering services to the Board, or a student, any such person shall have the right to request in writing to any of the officials referred to in clause 2 above, that a disciplinary inquiry be instituted.
4. All disciplinary proceedings shall be confidential.
5. A Contract Lecturer shall, prior to the imposition of discipline be provided with the allegation against them in writing, with a copy to the Union, and, be notified at a meeting with the person exercising disciplinary authority of the reasons for considering such action, unless the Contract Lecturer is a danger to themselves or others. The Contract Lecturer shall be advised by the University of their right to Union representation prior to such meeting. The Union shall be advised, in advance, of the time and place of the meeting.
6. Should a letter of discipline result pursuant to this Article, said letter shall be placed on the Contract Lecturer's Service Record File and shall be removed from the Contract Lecturer's Service Record File after a period of two (2) years, provided there is no repetition of the same or similar conduct during this two (2) year period.
7. The University will provide the Union on a quarterly basis with a report on current investigations in which the Union has assumed a representational role, providing a progress report on each such investigation and, on a without prejudice basis, an anticipated date of completion.

## **ARTICLE 20. DISCHARGE AND TERMINATION**

1. A Contract Lecturer can be discharged before the expiry date of the appointment only for just cause, such as gross misconduct or grossly unsatisfactory performance. In such a case, no notice or pay in lieu of notice shall be required.
2. If, notwithstanding the provision of clause 1 above, a Contract Lecturer is terminated before the expiry date of the appointment because their services are no longer required owing to elimination of the course(s) or section(s) of a course they are teaching, the Contract Lecturer shall be given three (3) weeks' notice in writing. Alternatively, the Contract Lecturer may be paid salary in lieu of such notice period.
3. It is understood that, if only some component parts of the Contract Lecturer's total teaching function are no longer required, the foregoing provisions of this paragraph shall apply only to the specific course(s) or section(s) that are eliminated and not to the remainder of the Contract Lecturer's teaching function.
4. Decisions concerning discharge or termination shall be made by the Dean upon the recommendation of the Chair/Director. Discharge or termination shall be preceded by a notice in writing to the Contract Lecturer and the Union's Unit 1 VP of the reasons for the discharge and termination, and by a meeting of the Contract Lecturer and the Unit 1 VP (if the Contract Lecturer elects Union representation) with the Dean at which the reasons for the discharge or termination shall be stated, unless, in rare circumstances, the reasons for discharge are such to render the meeting impractical or inappropriate.

## **ARTICLE 21. SALARIES**

1. The base salary minima and base salary maxima shall be as follows:

	<b>August 16, 2024 to August 15, 2025</b>	<b>August 16, 2025 to August 15, 2026</b>	<b>August 16, 2026 to August 15, 2027</b>
	6.00%	2.50%	2.50%
Base Salary Minimum	\$75,806.37	\$77,701.53	\$79,644.07
Base Salary Maximum	\$96,947.83	\$99,371.53	\$101,855.82

Current Contract Lecturers with Priority of Consideration whose salary rates are greater than those listed in clause 1 immediately above, shall continue to receive their current salaries.

### **Basic Salary Rates**

2. Basic salary rates shall be paid to all Contract Lecturers who have full sessional appointments with a full workload; 1/2 the basic salary rates shall be paid to all Contract Lecturers who have half sessional appointments with a full workload.

3. Sessional and half sessional appointments with a reduced workload or part-time appointments shall be paid in terms of the following formula: number of semester hours in the appointment times the basic salary rate divided by 30.
4. The types of appointments specified in 2 and 3 above and the workloads associated with each type of appointment shall be defined in Articles 16 (Types, Duration and Form of Appointment) and 17 (Duties and Obligations).
5. Salaries paid in according to Article 21 (Salaries) include pro-rata payment for statutory holidays falling within the period of appointment and include pro-rata vacation pay for the periods designated in Article 16.2 and 16.3 (Types, Duration and Form of Appointment).

#### Across the Board Adjustments

6. On August 16, 2024 each Contract Lecturer who was and who continues to be an active Contract Lecturer will receive an Across-the-Board increase of 6.00%.

On August 16, 2025 each Contract Lecturer will receive an Across-the-Board increase of 2.50%.

On August 16, 2026 each Contract Lecturer will receive an Across-the-Board increase of 2.50%.

#### Service Adjustment

7. The experience level applicable to each Contract Lecturer shall be reassessed at the beginning of each semester; the Contract Lecturer shall advance the value of a Service Adjustment (SA) for each two (2) semesters (excluding the Spring/Summer semester) of sessional appointment and/or for each three (3) semesters (excluding the Spring/Summer semester) of part-time appointments or a combination thereof. For greater clarity, with such combinations, this means that the Contract Lecturer shall advance the value of a Service Adjustment (SA) the semester after they have accumulated one seniority credit.

The value of each Service Adjustment (SA) shall be \$2,550.00 for Contract Lecturers.

#### Starting Salary

8. It shall lie within the University's discretionary authority to appoint Contract Lecturers at salary levels higher than those resulting from the application of the above provisions. Normally the CLAC shall recommend to the Dean and the Dean may approve an applicant for hire in special circumstances pursuant to the provisions of the appointment procedures Articles up to the value of five (5) Service Adjustments above the minimum of the salary scale.

In unusual circumstances the Dean shall have the right to hire an applicant up to the maximum of the salary scale. The rationale for such salary deviation shall be provided to the Union.

9. Where a Contract Lecturer is successful in obtaining work in more than one (1) Department/School, for salary purposes only, the Contract Lecturer shall be paid at the

highest rate attained provided that both appointments draw on the same expertise/knowledge base.

Where a Contract Lecturer is successful in obtaining work in more than one (1) Department/School, for salary purposes only, the Contract Lecturer shall be paid at the appropriate rate within each individual Department/School provided that the appointments draw on a different or divergent expertise/knowledge base.

Where a Contract Lecturer is successful in obtaining work in more than one (1) Department/School, for benefit purposes only, the semester hours of the appointments shall be totalled and the Contract Lecturer shall be eligible for the applicable benefits as outlined in Article 22 (Benefits).

Notwithstanding the above, the experience credits (seniority) shall accrue in each Department/School as provided for in Article 15 (Seniority), and Appendix VI (Establishing and Maintaining Priority of Consideration Status and Experience Credits (Seniority) for Senior Contract Lecturers).

#### Salary for Non-Teaching Academic Tasks

10. Where Contract Lecturers assume tasks as outlined in Article 17.2, except for course development activities as outlined below, the task will be defined in terms of the number of semester hour equivalents of time it requires. Should the Contract Lecturer accept, they shall be compensated through extra payment for those semester hours at the rates defined in this Article.
11. Notwithstanding number 10 above, in circumstances where the Contract Lecturer is offered and accepts course development activities which fall outside the scope of 17.2, the Contract Lecturer shall be compensated as follows:
  - a) Creation of a new course shall be compensated at \$6,000 as a one-time, lump sum payment.
  - b) Major revisions/changes to existing course(s) or course material shall be compensated at \$3,000 as a one-time lump sum payment. The term "major revision" will constitute a more than a 50% change to the course.
  - c) Minor revision/change to existing course(s) or course material shall be compensated at a flat rate between \$500 to \$2,000 one-time, lump sum payment. The specific compensation rate within this range shall be negotiated and agreed to between the Chair/Director and the Contract Lecturer prior to the work being done.
  - d) If required, the Chair/Director may seek the advice of the departmental curriculum committee to determine the degree or extent of the change required in relation to course development prior to offering this activity to the Contract Lecturer.

#### Contract Lecturer Replacement Compensation

12. As provided for in Article 17.6, where a Contract Lecturer is employed to replace a Contract Lecturer for less than the total appointment period as outlined in Article 16.1 and 16.2, the formula for calculating the replacement Contract Lecturer's compensation is as follows:

- a) Annual base salary divided by 30 times the number of semester hours which equals the compensation for the total appointment period as outlined in Article 16.1 and 16.2. Thereafter, the compensation of the total appointment period is divided by eighteen (18) which equal the value of one (1) week. Subsequently, the value of one (1) week is multiplied by the number of weeks remaining in the contract to a maximum of eighteen (18) weeks which equals the replacement Contract Lecturer's compensation for their employment period. For purposes of calculating the replacement Contract Lecturer's compensation, the total number of contract weeks for such appointment shall be eighteen (18) weeks.

#### Compensation for Duties Beyond the Terminal Date of Appointment

13. As provided for in Article 17.7, where a Contract Lecturer agrees to participate in and/or complete specific activities related to their duties as a Contract Lecturer, which have been scheduled beyond the terminal date of their appointment (e.g., attending departmental meetings, planning meetings, participation in student appeals, etc.), the Contract Lecturer shall be paid \$100.00 per hour for the agreed upon activities. The Contract Lecturer 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 22. BENEFITS**

- 1) The University shall provide to Contract Lecturers the statutorily required social security benefits on conditions prescribed in the relevant provisions.

#### General Provisions:

- 2) Full-time career employees from other constituent groups at the University who obtain a reduced workload or full sessional appointment are not eligible for the extended health and dental coverage outlined in Article 22.4 or 22.5 below.
- 3) 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.
- 4) The University shall provide health, dental, life, and disability insurance benefit coverage at the University's expense for Contract Lecturers with sessional appointments.
- 5) The University shall enrol all Contract Lecturers with sessional appointments in the various benefit plans as outlined as follows:
  - a) Extended Health Insurance
    - i) Deductible \$25 Single/\$50 Family
    - ii) Co-Insurance 100%; maximum unlimited
    - iii) Prescription Drugs
    - iv) Semi-Private Hospital Coverage
    - v) Vision \$800/24 months Glasses or Contact Lenses or Laser Eye Surgery

- vi) Hearing Aid \$1,250 Every Five Years
- vii) Paramedical \$800/12 Months
- viii) Psychological/Social Worker Counselling \$1,500/12 Months

b) Dental Insurance

- i) Current ODA fee guide
- ii) No Deductible
- iii) Basic 100%
- iv) Endo/Periodontal 80%
- v) Orthodontal 50%
- vi) Major Restorative 65% and Implant Coverage to 65% of the Cost of the Standard Alternate Appliance (i.e., the bridge of denture)
- vii) Maximum of \$3,500 Per Person Per Year On All Dental Excluding Orthodontia

c) Basic Life Insurance

24 times monthly earnings

d) Supplemental Life Insurance

Premiums for the Supplemental Life Insurance Policy shall be shared between the University and individual Contract Lecturer. The cost sharing premiums will be 70% by the University and 30% by the Contract Lecturer.

e) Disability Insurance

80% of remaining unpaid salary if disability commences during the appointment

The benefits plans outlined immediately above are an abbreviated summary. Details of benefit coverage shall be as specified in the applicable insurance contracts between the University and its carriers. Such contracts if different from the summary outlined immediately above, shall prevail.

Benefit coverage shall be of twelve (12) months' duration for two (2) semester appointments and of six (6) months' duration for one (1) semester appointments. Benefit coverage applies to the Contract Lecturer and the Contract Lecturer's spouse and/or dependents as applicable. Benefits coverage for the specified time periods does not in anyway imply or connote a continuing employment relationship for that Contract Lecturer beyond the terminal date of their employment.

6) Benefit Coverage for Part-Time Appointments

Contract Lecturers with part-time appointments who do not receive benefits from another constituent Union group at the University are entitled to participate in the Part-Time Benefits Plan.

- 7) Notwithstanding clause 5 above, a sessional Contract Lecturer may be exempt from enrolment in any of the intended forms of benefit, excepting life and disability insurances, upon a signed waiver attesting to coverage by reasonably similar forms of benefits.
- 8) A Contract Lecturer with a sessional appointment who is age sixty-five (65) or over on the date of appointment may not be eligible for all forms of intended benefits as a consequence of relevant legislative or insurance plan requirements. In addition, active members who are 65 years of age or older, will be required to submit any eligible expenses under the extended health plan first to the Ontario Drug Benefit (ODB) plan for reimbursement. They may then submit any residual eligible expenses, including deductibles and co-payment amounts administered by the ODB, to the University's insurance carrier for applicable reimbursement.
- 9) The University shall continue to make available to Contract Lecturers a Registered Retirement Savings Plan as first introduced for the 1987/88 academic year. Such plan provides that participation in the plan by Contract Lecturers is voluntary, that the plan be as portable as possible, and that where a Contract Lecturer elects to contribute to the plan the University will contribute an equal amount to a maximum of six and a half percent (6.50%) of the Contract Lecturer's actual salary as a Unit 1 Contract Lecturer subject to the provisions of Article 21.11.

10) No Lump Sums

Deductions will be made only in respect of normal/regular pay periods, except in cases of arbitration awards.

- 11) Contract Lecturers from other constituent groups at the University are eligible to enrol in the Registered Retirement Savings Plan as outlined in Article 22.9. However, the University shall not be required to contribute a matching or equal amount for those employees who are members of the Toronto Metropolitan University Retirement Pension Plan.

12) Professional Expense Reimbursement Fund

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

a) Sessional Contract Lecturers

- i) 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 sessional Contract Lecturers shall be reimbursed for eligible expenses according to the University policies and Canada Revenue Agency requirements.

The Fund will be provided by the University to the Union on the following annual basis:

(1) September 15, 2024: \$190,000

(2) September 15, 2025: \$210,000

(3) September 15, 2026: \$210,000

ii) Contract Lecturers shall receive the professional expense reimbursements outlined below subject to the annual Professional Expense Reimbursement Fund limit provided above.

(1) Each full workload sessional Contract Lecturer with a two (2) term appointment is entitled to a reimbursement as of August 16<sup>th</sup> of each year of the Collective Agreement as follows:

(a) 2024 – 2025      \$1,100

(b) 2025 – 2026      \$1,500

(c) 2026 – 2027      \$1,500

(2) Each full workload half sessional Contract Lecturer with a Fall semester appointment is entitled to a reimbursement of August 16<sup>th</sup>, for each year of the Collective Agreement as follows:

(a) 2024 – 2025      \$550

(b) 2025 – 2026      \$750

(c) 2026 – 2027      \$750

(3) Each full workload half sessional Contract Lecturer with a Winter semester appointment is entitled as of December 16<sup>th</sup>, for each year of the Collective Agreement as follows:

(a) 2024 – 2025      \$550

(b) 2025 – 2026      \$750

(c) 2026 – 2027      \$750

(4) Each reduced workload sessional Contract Lecturer with a two (2) term appointment is entitled to a reimbursement as of August 16<sup>th</sup>, for each year of the Collective Agreement as follows:

(a) 2024 – 2025      \$850

(b) 2025 – 2026      \$1,000

(c) 2026 – 2027      \$1,000

- (5) Each reduced workload half sessional Contract Lecturer with a Fall semester appointment is entitled to a reimbursement as of August 16<sup>th</sup>, for each year of the Collective Agreement as follows:

- (a) 2024 – 2025      \$425
- (b) 2025 – 2026      \$500
- (c) 2026 – 2027      \$500

- (6) Each reduced workload half sessional Contract Lecturer with a Winter semester appointment is entitled as of December 16<sup>th</sup>, for each year of the Collective Agreement as follows:

- (a) 2024 – 2025      \$425
- (b) 2025 – 2026      \$500
- (c) 2026 – 2027      \$500

- iii) A Contract Lecturer will not be eligible to carry over any funds to the following academic year nor be paid out any unused funds in the Professional Expense Reimbursement Fund or seek reimbursement following the end of their appointment.

b) Part-Time Contract Lecturers

- i) The University will transfer to the Union the following sums by September 15<sup>th</sup> of each academic year which represents the Professional Expense Reimbursement Fund dollars that the Union will administer on behalf of its Part-Time Contract Lecturers:

- (a) September 15, 2024:      \$70,000
- (b) September 15, 2025:      \$95,000
- (c) September 15, 2026:      \$110,000

- ii) This money is for the professional development of part-time 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.

- iii) The Union will be responsible for the tax reporting requirements of the PERF process, which includes:

- (1) Ensuring the necessary tax documents are issued and filed relative to items purchased by Contract Lecturers with PERF funds.
- (2) In all instances where a Contract Lecturer has indicated to the Union that they will be retaining custody of a particular item, the Union will issue a T4A Tax Slip to the Contract Lecturer that indicates the value of the taxable benefit to the Contract Lecturer for the goods retained.

- (3) The Union will also be responsible for obtaining all tax information required to prepare T4As, such as the Contract Lecturer(s)'s Social Insurance Number and mailing address.
- (4) 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.

c) Administration of the Professional Expense Reimbursement Fund

- i) All goods purchased through the Professional Expense Reimbursement Fund remain the property of the University.
- ii) Sessional Contract Lecturers who are receiving Salary Protection (Continuation) Plan (as outlined in Appendix IV) or on a leave of absence without pay are not entitled to accrue PERF. They may be reimbursed for PERF expenses incurred prior to the disability leave for the applicable year.
- iii) The University will transfer to the Union the sums set out in Article 22.12(a)(i) above in respect of Sessional Contract Lecturers and the sums set out in Article 22.12(b)(i) in respect of Part-Time Contract Lecturers by September 15<sup>th</sup> of each academic year. These amounts represent the Professional Expense Reimbursement Funds that the Union will administer on behalf of its sessional Contract Lecturers. By paying the Professional Expense Reimbursement Funds to the Union the University meets its obligations under this Article and no interpretation, application or administration of this Agreement will be made that increases that annual cost.
- iv) The University will provide \$40,000 per year for each year of the contract to assist in the Union's administration of both the sessional and part-time PERF funds. This sum will be transferred to the Union by September 15<sup>th</sup> of each academic year.
- v) The Union will be responsible for administering the PERF reimbursement process, which will require the Union to establish, maintain or address the following:
  - (1) The Contract Lecturer claim process;
  - (2) The claim approval/denial process;
  - (3) The reimbursement process;
  - (4) Appropriate record keeping processes;
  - (5) Accounting and reconciliation processes;
  - (6) Processes to ensure adherence to tax reporting requirements;
  - (7) Any and all claims, grievances, or demands, including interest and penalties made by Canada Revenue Agency or by any Contract Lecturer as it relates to the distribution of the Professional Expense Reimbursement Funds.

- vi) The Union agrees to provide the University with an Annual Report on the use of the Professional Expense Reimbursement Fund identifying how much and to whom it has been disbursed and identifying the nature of the professional development including service provider, location, duration and certificate provided, if any.
- vii) This report will be accompanied by a special purpose review report prepared and signed by the Union's external auditors and will be provided no later than the last business day of September of the next academic year.
- viii) 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.
- ix) Professional reimbursement expenses include but are not limited to:
  - (1) 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;
  - (2) Registration fees and other expenses for meetings of learned societies, other professional organizations, workshops, seminars and similar activities;
  - (3) Membership fees in learned societies and professional organizations;
  - (4) Books and subscriptions to scholarly journals;
  - (5) Expenses directly associated with teaching responsibilities or professional programs.
- x) Eligible members must submit their claim(s) to the Union's claims portal after expenses are incurred during the period in which the claims process is open. Claims shall not be less than \$100 in total, unless the total for the year is less than \$100. Claims must be submitted at least once a year no later than the announced claims deadline for the term/year in question.

### Tuition Waiver

#### 13) General Provisions:

- a) The expression "tuition fee" means only that portion of the total attendance fees which is designated as such and constitutes charges for attendance of a specific credit course.
- b) Eligible courses include all regular offerings published in the full time and continuing education calendar, where the University collects tuition fees.
- c) The University shall waive for the Contract Lecturer and/or their spouse/or dependents a maximum equivalent dollar value that reflects the current annual domestic undergraduate tuition fee in non-cost recovery programs, per year, per eligible Contract Lecturer, as determined by the University. Contract Lecturers are responsible for the difference for any course that exceeds that amount.

- d) In the event that the Contract Lecturer wishes to enrol in and attend more than two (2) courses per academic term, the member(s)'s Chair/Director must approve such a request.
- e) A Contract Lecturer must have an active appointment in order to be eligible for and access the tuition waiver program, for the Contract Lecturer, their spouse or dependent.
- f) If a Contract Lecturer or their spouse does not successfully complete a day credit course on two (2) successive occasions in which they are enrolled, the tuition waiver shall be suspended for the next eligible academic term. In the alternative, the Contract Lecturer or their spouse may elect to pay the tuition fees for the subsequent academic term.
- g) Contract Lecturers, spouses and dependents are required to adhere to the academic policies, guidelines, rules and processes as determined by the University.
- h) The University shall, for all Contract Lecturers with less than six (6) seniority points, waive the tuition fee for three (3) day program credit courses taken at the University during the day or during the evening by such a Contract Lecturer; or by a Contract Lecturer's spouse; or dependent.
- i) The University shall, for all Contract Lecturers with six (6) or more seniority points, waive the tuition fee for credit course(s) taken at the University during the day or during the evening by such a Contract Lecturer; or by the Contract Lecturer's spouse; or dependent.

## **ARTICLE 23. LEAVES**

A Contract Lecturer shall not be subject to any reprisal for taking any paid or unpaid leaves of absence as provided for in this Article. In addition to all leaves provided for under the Ontario *Employment Standards Act*, as amended, Contract Lecturers are entitled to the following leaves.

### **Compassionate Leave**

1. The University may grant leave of absence with pay for up to three (3) days on compassionate grounds.

### **Jury Duty**

2. Where a member of the bargaining unit is summoned for jury service under the Ontario *Juries Act* or subpoenaed as a witness in a case involving business of the University or public interest, special jury or witness duty leave with pay shall be granted for the duration of such duty, subject to the obligation of the Contract Lecturer to turn over to the University any compensation received by them as a juror or witness; as regards jury duty, the University reserves the right to request the court to excuse the bargaining unit member on grounds of the University's service requirements.

### **Sick Leave**

3. When unable to attend for reasons of personal illness, the Contract Lecturer shall be entitled to time off with pay up to a maximum of fifteen (15) working days (i.e., Monday to Friday) if

the Contract Lecturer holds a two (2) term sessional appointment and up to a maximum of seven (7) working days (i.e., Monday to Friday) if the Contract Lecturer holds a half sessional or part-time appointment. These refer to consecutive work days per illness. These sick leave days must be taken consecutively, but may be used for separate illnesses up to the total number of sick days.

Where sick leave impacts work other than scheduled contact hours with students, every effort shall be made to allow the employee reasonable and sufficient time to complete the work. This may include extensions for grading completion. In some cases where an extension is not feasible, the work may need to be reassigned.

The member shall inform their Supervisor as soon as possible of their illness or injury so adequate alternative arrangements can be made to fulfill the member's duties. It is understood that the Employer is responsible for ensuring that alternate arrangements are made.

4. In cases of any such disability lasting more than five (5) working days for Contract Lecturers with Part-Time Appointments and in cases of any such disability lasting more than ten (10) days for Contract Lecturers with Reduced or Full Sessional Appointments, the University may require, as a condition of payment of any salary and of continuation of the employment relationships within the term of the appointment, proof of the Contract Lecturer's disability. This will be facilitated by way of the Contract Lecturer cooperating with the sick leave verification process overseen by the University's Workplace Wellbeing Services unit in Human Resources. This will involve forms being completed by the Contract Lecturer and their physician relating to the Contract Lecturer's medical limitations and restrictions, which will be reviewed by a disability management provider who will assess and provide advice to the Workplace Wellbeing Services unit as to whether the Contract Lecturer is totally disabled to perform their duties.
5. In circumstances where the Contract Lecturer applies for salary continuation under the Salary Protection (Continuation) Plan as outlined in Appendix IV, the University will require that the Contract Lecturer will continue to cooperate and participate in the disclosure of medical information regarding their medical limitations and restrictions as provided for in paragraph 4 above, as required.
6. The University reserves the right to request an independent medical examination arranged by a third party provider or a mutually agreed upon physician in circumstances of illness, injury or accident, in order to determine if the employee is medically fit to continue and/or report to work.

#### Family Leave

7. The University recognizes that employees have responsibilities and commitments involving the family and its well being. In recognition of this fact, in the case of a personal or family circumstance which prevents the employee from reporting for duty, special family leave with pay of up to three (3) working days per semester, may be granted at the discretion of the University. Request for such leave will not be unreasonably withheld. Thereafter with respect to any further requests, such days will be provided in a manner consistent with the Emergency Leave provisions of the *Employment Standards Act*, if any, and will be treated as unpaid leave days for the purposes of the *Act*.

### Pregnancy Leave and Supplemental Employment Insurance Benefit

8. The University agrees that nothing in these provisions and/or Collective Agreement shall preclude a Contract Lecturer(s) who are pregnant from applying for posted work for which they are qualified. Further, the University agrees that:

a) Contract Lecturers who are the birth parent shall be entitled to pregnancy leave as from time to time provided for in the Ontario *Employment Standards Act*. These entitlements shall be deemed to be entitlements under this Agreement. Furthermore, during pregnancy leave the University shall pay ninety-seven percent (97%) of the Contract Lecturer's salary minus any payments to which the Contract Lecturer is entitled under the *Employment Insurance Act* as outlined below:

b) Supplemental Unemployment Benefit Program (SUB)

It is understood that, SUB payments and other earnings will not exceed ninety-seven percent (97%) of the Contract Lecturer's normal weekly earnings.

For the first week of the leave, the Contract Lecturer shall receive ninety-seven percent (97%) of their salary from the University.

For the next sixteen (16) weeks the Contract Lecturer shall receive payment(s) equal to the difference between the sum of the weekly Employment Insurance benefits and other earnings received by the Contract Lecturer and the ninety-seven percent (97%) of the actual salary which they were receiving on the last day worked prior to the commencement of the pregnancy leave. The SUB payment will be calculated using the weekly EI benefit that would be payable to the Contract Lecturer (i.e., 55%, or the regular maximum weekly EI benefit, if less) without regard to any election by the Contract Lecturer to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.

c) Application

The Contract Lecturer must apply for and be in receipt of Employment Insurance benefits before the SUB payments become payable.

d) Non-Receipt of Employment Insurance Benefits

A Contract Lecturer who is not in receipt of Employment Insurance benefits will not be eligible to SUB payments except if the Contract Lecturer:

- i) Has insufficient insured weeks to qualify for Employment Insurance benefits
- ii) Has exhausted their Employment Insurance benefits
- iii) Is serving the Employment Insurance waiting period.

e) Vested Interest

A Contract Lecturer does not have a right to SUB payments except for supplementation of the Employment Insurance benefits during the employment period, which shall not exceed seventeen (17) weeks.

f) Approval of SUB Plan

The implementation of the pregnancy leave provisions as mutually agreed upon by the parties and reflected in the SUB Plan as outlined above, is subject to required approval by the applicable federal agencies.

g) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the Plan.

9. A Contract Lecturer shall advise the University as soon as is reasonably possible of their intent to begin pregnancy leave.
10. A Contract Lecturer who, at the commencement of their pregnancy leave, held a sessional or half sessional appointment shall be entitled to continuation of their benefits during the residual term of such appointment.
11. A Contract Lecturer may use, immediately prior to commencement of pregnancy leave, any balance of their sick leave.
12. A Contract Lecturer intending to resume their teaching functions after a pregnancy leave shall:
  - a) Wherever reasonably possible return at the beginning of a semester; and
  - b) Give at least four (4) weeks' notice to the University of their intent.
13. A Contract Lecturer who returns from pregnancy leave within the term of their appointment shall continue to receive their applicable contract salary and shall normally resume their previously assigned teaching functions, or their equivalent.
14. A Contract Lecturer who has been on pregnancy leave shall be credited, for salary level and Department/School experience credit (seniority) purposes, with the semesters and semester hours, that would have accrued from their appointment but for pregnancy leave.

#### Partner Leave

15. An employee partner who is not eligible for pregnancy leave shall be allowed a leave of absence with pay for up to five (5) working days following the birth or adoption of their child.

#### Parental Leave

16. On becoming a parent of a new-born or adopted child, the Contract Lecturer shall be granted an unpaid leave of absence in accordance with the provisions of the Ontario *Employment Standards Act*.

- a) Parent includes a Contract Lecturer with whom a child is placed for adoption and a Contract Lecturer who is in a relationship of some permanence (in accordance with the *Family Law Act*) with a parent of a child and who intends to treat the child as their own.
- b) Where a pregnancy leave is taken, parental leave must begin immediately when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.
- c) The Contract Lecturer's parental leave can last up to thirty-seven (37) weeks. However, if the Contract Lecturer also took a pregnancy leave, their parental leave cannot exceed thirty-five weeks (35).
- d) Parental leave must be taken in a consecutive time period.
- e) A Contract Lecturer who has been on parental leave shall be credited Department/School experience credit (seniority) purposes, with the semesters and semester hours, that would have accrued from their appointment but for parental leave.

#### 17. Supplemental Unemployment Benefit Program (SUB)

- a) The University will provide such Contract Lecturers with up to four (4) weeks of SUB payments if they have not taken a pregnancy leave, and up to five (5) weeks of SUB payments if they have not, at ninety-seven percent (97%) of salary less any EI payments to which the Contract Lecturer is entitled. The SUB payment will be calculated using the weekly EI benefit that would be payable to the Contract Lecturer (i.e., 55%, or the regular maximum weekly EI benefit, if less) without regard to any election by the Contract Lecturer to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*. It is understood that SUB payments and other earnings will not exceed ninety-seven percent (97%) of the Contract Lecturer's normal weekly earnings.
- b) Normally, such SUB payments will be in respect of the first four (4) or five (5) weeks (whichever is applicable) of absence and is contingent upon the Contract Lecturer applying for EI. A Contract Lecturer does not have a right to SUB payments except for supplementation of the Employment Insurance benefits during the employment period, which shall not exceed four (4) weeks if they have taken a pregnancy leave or five (5) weeks if they have not.
- c) Where the Contract Lecturer is only taking a parental leave and the one (1) week EI waiting period has not already been served by a partner, the University will provide the employee with ninety-seven percent (97%) of their salary during this waiting period, which shall count as one of the five (5) weeks of SUB payments.
- d) The above paid and partially paid period of leave shall not increase the total eligible time away from work which shall be as provided for by the *Employment Standards Act*.

#### Union Leave

- 18. Members of the bargaining unit may request a leave of absence without pay of up to five (5) days per semester to attend CUPE functions such as the CUPE Ontario University Workers Coordinating Committee (OUWCC) Convention, CUPE National Convention, CUPE Ontario

Convention, and CUPE educational workshops. Approval may be granted for this leave, subject to operational requirements. Such approval shall not be unreasonably withheld.

#### Bereavement Leave

19. In case of death in the immediate family (spouse (including both married and unmarried couples of the same or opposite genders), child, parent, step-parent, foster parent, step-child, foster child, brother or sister, step-brother or step-sister, foster brother or foster sister, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse, aunt or uncle, niece or nephew, spouse of the employee's child, relative of the employee who is dependent on the employee for care or assistance, brother-in-law, or sister-in-law), three (3) working days with pay shall be granted. At the discretion of the University such leave may also be granted on the occasion of the death of other persons where there is a significant relationship. After considering the particular circumstances involved (e.g., travel), at the discretion of the University, the period of bereavement leave with pay may be extended by up to two (2) additional working days.

#### Political Leave

20. The University recognizes its obligation as an institution to see to it that no impediments are placed in the way of a Contract Lecturer with a desire to enter public life. A Contract Lecturer who is considering becoming a candidate for public office shall consult with the Chair/Director of their Department/School about the effect of their political candidacy on the academic welfare of the Department/School and the Contract Lecturer's teaching assignment(s), bearing in mind i) their short-term absence during the campaign period and ii) their possible long term absences.

#### Domestic or Sexual Violence Leave

21. Contract Lecturers will be granted leave in accordance with the *Employment Standards Act* for Domestic or Sexual Violence Leave.

#### Gender Affirming Surgery Leave

22. A Contract Lecturer who provides a certificate from a medical practitioner to the University confirming that the Contract Lecturer requires a leave of absence in order to undergo the medical procedure(s) related to a physical change from one gender to another shall be granted for Gender Affirming Surgery Leave subject to the Sick Leave Provision above in Article 23.3 to 23.6.

### **ARTICLE 24. JOINT CONSULTATIVE COMMITTEE**

1. A Joint Consultative Committee, consisting of representatives of the University and Union, shall be established for the purpose 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.
2. 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. No official records of meetings shall be kept.

3. Meetings of the Committee shall be in camera and the business of the Committee shall be confidential to the parties.

## **ARTICLE 25. SEVERANCE**

1. A Contract Lecturer who has six (6) or more experience credits (seniority) (excluding experience credits (seniority) earned for the Spring/Summer semester) shall be eligible to elect a one-time only severance entitlement based on the following:
  - a) The Contract Lecturer is unsuccessful in a job competition; and
  - b) Other CUPE 3904 Unit 1 work is not available; or
  - c) The Contract Lecturer is not qualified for other CUPE 3904 Unit 1 work available; or
  - d) The Contract Lecturer's normal teaching load has decreased by more than fifty percent (50%)
2. Notwithstanding the above, restricted work is excluded from the above criteria.
3. Pursuant to clause 1 Immediately above, the Contract Lecturer shall then be eligible to receive one (1) weeks' pay for each semester taught up to a maximum of thirty (30) weeks.
4. To determine the value of one (1) week's pay the University shall average the per semester salary of the Contract Lecturer over the best four (4) academic semesters the Contract Lecturer has taught and divide the average per semester salary by the number of weeks contained in a contract. Where applicable, the value of one week's pay will include any extra student payment, overload payment, compensation for activities which fall outside the appointment period, and lump sum payments. Notwithstanding that overload payment is included in the value of one week, the determination and assignment of overload is within the University's sole discretion.
5. The Contract Lecturer upon accepting the severance entitlement outlined in clause 4. Immediately above shall not be eligible to apply for any future CUPE 3904 Unit 1 work for two (2) full academic years. After two (2) full academic years the Contract Lecturer shall then be eligible to apply for one (1) part-time course of three (3) hours per semester.
6. The Contract Lecturer shall carry forward no experience credits (seniority) or Priority of Consideration status when applying for one (1) part-time course of three (3) hours per semester.
7. If the criteria in Article 25.1 above is not met, the Contract Lecturer is not eligible for the severance entitlement. A decision by a Contract Lecturer with six or more experience credits (seniority) not to accept available work and to permanently stop teaching does not meet the criteria for severance eligibility.

## **ARTICLE 26. RESIGNATION**

1. A Contract Lecturer may resign from their current teaching appointment by providing notice in writing as soon as possible, but not less than four (4) weeks' notice. The notice shall be addressed to their Chair/Director, with a copy to the Senior Human Resources Partner. It is expected that the Contract Lecturer's resignation date will coincide with the terminal date of their teaching appointment.

## **ARTICLE 27. SERVICE RECORD FILE**

1. The Department/School shall maintain a Service Record File for each Contract Lecturer. Materials bearing on the Contract Lecturer's professional performance of the assigned duties and obligations as defined in Article 17 (Duties and Obligations), shall be placed in the Contract Lecturer's Service Record File. No anonymous observations or communications shall be so placed.
2. The Chair/Director shall inform the Contract Lecturer of any material being placed in the Service Record File, and the file shall be available to the Contract Lecturer at the Contract Lecturer's request to the Chair/Director to inspect it during normal working hours following reasonable prior request to the Chair/Director. The Contract Lecturer may make observations upon the material in their Service Record File, and such observations, upon written request to the Chair/Director, shall be placed in the file.
3. At the Contract Lecturer's request, the Chair/Director shall provide the Contract Lecturer with a brief summary, addressed "To whom it may concern," of the Contract Lecturer's Department/School appointments and associated teaching assessments and performance as documented in the Service Record File.
4. The Chair/Director shall ensure that the Contract Lecturer's Seniority Sheet as provided for in Article 15.11 shall be placed in the Contract Lecturer's Service Record File.

## **ARTICLE 28. WORKPLACE CIVILITY**

1. 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 Respectful Workplace Policy and Procedures (which may be modified both in name and content through periodic policy review processes), although not forming part of the Collective Agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

An employee alleging a course of conduct amounting to bullying and personal harassment shall exhaust any applicable internal steps as outlined in the University's Respectful Workplace Policy and Procedures (which may be modified both in name and content through periodic policy review processes), prior to filing a grievance. Such grievance will be filed at Step 3, Article 10, of the grievance procedure.

The employee 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 Article.

## **ARTICLE 29. HEALTH AND SAFETY**

1. The University shall maintain a joint health and safety committee as prescribed by the *Occupational Health and Safety Act*.
2. 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.
3. Any compensation to a Contract Lecturer for duties under this Article shall be consistent with the *Occupational Health and Safety Act* and paid by the University at the employee's hourly rate. The hourly rate will depend on whether the Contract Lecturer is undertaking duties while under contract at the time the duties are performed or whether they are not under contract when the duties are performed. If under contract, they will receive their contract hourly rate for duties performed. If they are not under contract when the duties are performed, they will receive the hourly rate provided for in Article 21.13 Compensation for Duties Beyond the Terminal Date of Appointment.

#### **APPENDIX I. RETIRED AND LIMITED TERM FACULTY MEMBERS**

1. Retired members of the Faculty Association applying for part-time or sessional teaching shall be hired pursuant to the hiring provisions of this Collective Agreement and shall bring no experience credits (seniority) to this hiring and shall be subject to all terms and conditions of this Collective Agreement.
2. Members of the Faculty Association who hold Limited Term Appointments shall not accrue experience credits (seniority) because of their Limited Term Appointment.

## **APPENDIX II. COURSE OPERATIONS SURVEY (COS)**

The parties have agreed that student surveys will not be used to measure teaching effectiveness for assessing Teaching Skills under Article 14.4(d).

The survey is to be used to obtain student opinion about the student educational experience. COS results are not to be used to obtain student opinion about teaching effectiveness. It will consist of only five (5) University Standard questions.

The process shall be as follows:

- A. All Contract Lecturers teaching any courses shall participate in the online Course Operations Survey process described in paragraph F.
- B. The parties agree that they will both endorse and encourage student participation in the online Course Operations Survey process set out above.
- C. A summary of the results for each course section surveyed shall be prepared. The summary should show a frequency distribution for the responses to each of the questions. These summaries will be available to the Contract Lecturer via a link on the COS online application. The results are to be provided to the individual Contract Lecturer and their Chair/Director.
- D. The distribution, posting, collection and processing of the data from the COS is the responsibility of the Vice-Provost, Faculty Affairs.
- E. Any issues of interpretation and/or application surrounding the Course Operations Survey shall be dealt with by the Vice-Provost, Faculty Affairs.
- F. Online COS process:
  - a. There are five University Standard questions listed below.
  - b. The online surveys will be available to students effective 1800h on the two (2) Fridays before the eleventh (11<sup>th</sup>) and twelfth (12<sup>th</sup>) weeks of the term (or twelfth (12<sup>th</sup>) and thirteenth (13<sup>th</sup>) for courses with thirteen (13) weeks). The week of the evaluation is to be noted on the course outline distributed and also announced at the beginning of the semester. Faculty members may alter the announced date provided that they provide the students and the Chair/Director with no less than two (2) weeks notice of the new date on which the evaluation will be carried out, subject to the evaluation being carried out in the last two weeks of the semester before the start of the exam period. (Note that for courses taught in an alternate mode (e.g., intensive mode), these timelines will be modified.)

Students will be provided with access to the COS online survey which contains the following questions, and no others. They will be asked to reach each statement carefully and record their response that most accurately matches their opinion.

	a	b	c	d	e	f
1.I received timely feedback on my assignments.	Agree	Somewhat agree	Neither agree nor disagree	Somewhat disagree	Disagree	Does not apply/no opinion
2.The course handouts/postings contain all of the information I need about the organization of this course.	Agree	Somewhat agree	Neither agree nor disagree	Somewhat disagree	Disagree	Does not apply/no opinion
3.Students are treated with fairness.	Agree	Somewhat agree	Neither agree nor disagree	Somewhat disagree	Disagree	Does not apply/no opinion
4.The class meets as scheduled and on time.	Agree	Somewhat agree	Neither agree nor disagree	Somewhat disagree	Disagree	Does not apply/no opinion
5.The instructor is available for consultation as specified on the course handouts/postings.	Agree	Somewhat agree	Neither agree nor disagree	Somewhat disagree	Disagree	Does not apply/no opinion

### **APPENDIX III. PURCHASE MEDICAL AND DENTAL COVERAGE**

The University has set up a process by which Contract Lecturers may purchase medical and dental coverage from specific carriers/insurers for themselves, for their spouses and dependents. In order for a Contract Lecturer to purchase such medical and dental coverage they must meet the following conditions:

- Be at least fifty-five (55) years of age or more; and
- Have six (6) or more experience credits (seniority) (excluding experience credits (seniority) earned for the Spring/Summer semester); and
- To advise the University in writing that they are no longer available for employment either at the University or external to the University; and
- Have been in receipt of medical and dental coverage prior to separation from the University.

The parties agree that the University is not providing this benefit coverage and cannot guarantee eligibility requirements, costs, level of benefits and any other matters related to the purchase of such benefit coverage. These aspects shall be the responsibility of the Contract Lecturer and the Carrier (Insurer) selected. Costs vary from year to year dependent on claims experience. Premium rates are available in the Human Resources Department.

Benefit premiums shall be borne, in their entirety, by the Contract Lecturer who chooses to participate in and purchases benefit coverage.

The University shall ensure that each Contract Lecturer who meets the conditions outlined above is apprised of this program prior to the Contract Lecturer's separation from the University.

#### **APPENDIX IV. SALARY PROTECTION (CONTINUATION) PLAN**

A Contract Lecturer who meets all of the following conditions will be eligible to receive eighty percent (80%) of the remaining unpaid salary if disability commences during their appointment:

- a) The Contract Lecturer applied for an appointment;
- b) The Contract Lecturer was deemed the successful candidate for the appointment; and
- c) The Contract Lecturer must cooperate and is required to sign a release to allow the University's Workplace Wellbeing Services unit to substantiate that the employee is totally disabled, and not able to carry out any and all of the duties and obligations of the appointment.

For the following semester a Contract Lecturer who meets all of the following conditions will be eligible to receive eighty percent (80%) of the remaining unpaid salary if their disability continues for the duration of this semester:

- a) The Contract Lecturer applied for the appointment;
- b) The Contract Lecturer was deemed the successful candidate for the appointment;
- c) The Contract Lecturer must cooperate and is required to sign a release to allow the University's Workplace Wellbeing Services unit to substantiate that the employee is totally disabled, and not able to carry out any and all of the duties and obligations of the appointment; and
- d) The Contract Lecturer must have nine (9) or more experience credits (seniority).

It is understood that the Contract Lecturer will receive the appropriate experience (seniority) points as outlined in Article 15 Experience Credits (Seniority) or Appendix VI (Establishing and Maintaining Priority of Consideration Status and Experience Credits (Seniority) for Contract Lecturers with Priority of Consideration) of the Collective Agreement for the applicable semesters.

**CUPE LOCAL 3904, UNIT 1 CONTRACT LECTURER ASSESSMENT FORM**

The Assessor is required to assess the Contract Lecturer by completing this form. The primary purpose of this assessment shall be to assist with the professional development of the Contract Lecturer. Please use the following guide to rate the Contract Lecturer's performance in each of the areas.

N/A	=	Not Applicable
1	=	Unacceptable
2	=	Needs Improvement
3	=	Satisfactory
4	=	Good/accomplishes tasks diligently and well
5	=	Excellent/accomplishes all tasks at a high level

(demonstrated through lecture or classroom/online discussion or resource materials developed for course. Note that if material is online, the assessor is expected to view it prior to the class assessment)

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5. Refers students to additional resource material, where appropriate.							
<b>B) COURSE DELIVERY</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>SPECIFIC COMMENTS</b>
1. Is well prepared and organized.							
2. Is effective in facilitating/maintaining a positive class learning environment.							
3. If using, audio-visual tools (e.g., ppt, visio, etc.) are clear, effective and enhance learning.							
<b>C) LEARNING</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>SPECIFIC COMMENTS</b>
1. Stimulates critical thinking and analysis through lecture, discussion, online or in class activities.							
2. Assists students to connect course content with prior learned knowledge.							
3. Actively engages students in the learning process through discussion, questions and/or in class activities.							
4. Provides opportunities for students to learn from one another through discussion or in class activities.							
5. Adjusts pedagogy to individual and/or group needs, as appropriate.							
<b>D) COMMUNICATION &amp; INTERACTION</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>SPECIFIC COMMENTS</b>
1. Expresses ideas clearly and audibly.							
2. Exhibits enthusiasm and a positive attitude toward students.							

3. Encourages student inquiry/class discussion/student engagement.							
4. Is open to alternate viewpoints from students.							
5. Responds to student questions and incorporates feedback.							
6. Treats students fairly and with respect.							

**E. USE THIS SPACE FOR ADDITIONAL/GENERAL COMMENTS.**

If you have concerns about the physical space impeding effective teaching, please forward these separately to your Chair/Director – they are not part of the evaluation process.

**F. STRENGTHS AND RECOMMENDATIONS**

**G. CONTRACT LECTURER'S RESPONSE & SIGNATURE (IF NOT RETURNED WITHIN TWO (2) WEEKS OF RECEIPT THE ASSESSMENT WILL BE SHARED WITH THE CHAIR/DIRECTOR)**

CONTRACT LECTURER'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**H. ASSESSOR'S SIGNATURE:**

ASSESSOR'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Note: Pursuant to Article 18 of the CUPE Local 3904 Unit 1 Collective Agreement any ongoing discussions regarding this evaluation shall be with the Contract Lecturer and the Chair/Director.

Copies: Contract Lecturer  
Chair/Director  
Service Record File

## **APPENDIX VI. ESTABLISHING AND MAINTAINING PRIORITY OF CONSIDERATION STATUS AND EXPERIENCE CREDITS (SENIORITY) FOR CONTRACT LECTURERS WITH PRIORITY OF CONSIDERATION**

This appendix outlines how a Contract Lecturer with Priority of Consideration establishes and maintains "Priority of Consideration" and how they accrue experience credits (seniority).

### **1. Priority of Consideration means:**

- a) The applicant was hired prior to August 16, 1993 and has taught in the Department/School as a Contract Lecturer:
  - i) In the past four (4) years at least one (1) credit course during at least five (5) semesters with such teaching to include the experience credit (seniority) equivalents of clause 4(c) below; OR,
  - ii) In the past five (5) years during five (5) semesters, a one (1) semester course that never is offered in the other semesters of the academic year including the experience credit (seniority) equivalents of clause 4(c)(ii) below.
- b) The applicant hired prior to August 16, 1990, having acquired Priority of Consideration as defined in clause 1(a) above, has maintained it by having taught in the Department/School as a Contract Lecturer:
  - i) At least one (1) credit course in five (5) of the previous nine (9) semesters with such teaching to include the experience credit (seniority) equivalents of clause 4(c) below; OR,
  - ii) A one (1) semester course that is never offered in other semesters, in three (3) of the previous five (5) years, including the experience credit (seniority) equivalents of clause 4(c)(ii) below.

### **2. Educational Upgrade**

The applicant hired prior to August 16, 1990, having acquired Priority of Consideration as defined in clause 1(a) above and electing to upgrade their educational qualifications, subject to the following restrictions:

- Educational upgrading must be relevant to the academic needs of the University;
- The Contract Lecturer must show proof of registration and successful completion of upgrading or proof of progress at the end of each semester;

and at the discretion of the Chair/Director, maintains Priority of Consideration

- a) Where at least one (1) credit course has been taught during at least five (5) semesters in the preceding thirteen (13) semesters, while continuing to teach at the University at the same time as they are upgrading their educational qualifications; or

- b) Where at least one (1) credit course has been taught during at least five (5) semesters in the preceding eleven (11) semesters, while not teaching at the same time as they are upgrading their educational qualifications.
- 3. Contract Lecturers who do not acquire and/or maintain Priority of Consideration as envisaged in clauses 1 and 2 above shall permanently lose their Priority of Consideration and experience credits (seniority) as per 4 below and shall be deemed to be Contract Lecturers in the Contract Lecturer Track as per Article 15 during their teaching appointment.
- 4. Experience Credits (Seniority)

- a) For Department/School teaching appointments commencing on or after August 16, 1992;
  - i) 1/3 unit of experience credit (seniority) per semester of part-time hourly appointment;
  - ii) 1/2 unit of experience credit (seniority) per semester of full or reduced workload sessional appointment;

Provided that the total experience credits (seniority) shall not exceed one and one-half (1 ½) experience credits (seniority) for any single academic year; plus

- b) Where total experience credits (seniority) as defined by 4(a) above differ for two (2) or more candidates by less than 0.12 experience credits (seniority), those candidates shall be considered as having equal experience.
- c) Experience credits (seniority) calculated according to 4(a) and 4(b) above shall incorporate the semester hour equivalent of:
  - i) Work undertaken in accordance with the provisions of Article 17.2 (Duties and Obligations); and
  - ii) Experience credits (seniority) arising from a pregnancy leave according to the provisions of Article 23.8 (Leaves); and
  - iii) Experience credits (seniority) arising from disability leave according to the provisions of the disability benefit envisioned in Article 22 (Benefits); and
  - iv) Experience credits (seniority) arising from a parental leave according to the provisions of Article 23.16 (Leaves).

Note: Language regarding the granting of experience credits (seniority) for teaching appointments commencing on or after August 16, 1986 (subject to Appendix I (Retired and Limited Term Faculty Members) up to August 15, 1992 can be found in the Historical Letter of Understanding #5 Re: Experience Credits (Seniority).

## **APPENDIX VII. RIGHTS AND OBLIGATIONS OF TORONTO METROPOLITAN UNIVERSITY COMMITTEE MEMBERS**



### **Rights and Obligations of Toronto Metropolitan University Committee Members**

**For use by all members of all Contract Lecturer Appointment Committees**

#### **Objectivity**

All Committee members have an obligation to assess and/or hire in an objective, fair, and equitable manner based on the merits, the facts to be considered, and agreed-upon context, in accordance with existing laws and applicable collective agreements. When and where a Committee member feels that they are unable to provide this level of objectivity, they must discuss with the Committee the advisability of recusing themselves from the Committee.

The Chair of the Committee and all Committee members must ensure that the candidate is aware of the factors/criteria they are being assessed against. Also, candidates who are interviewed should be allowed to respond to any concerns the Committee expresses about their potential candidacy. Committee members should be respectful/collegial in their interactions with each other so that each member is able to fully participate in the assessment and/or hiring process.

All Committee members also have an obligation to be familiar with and adhere to Toronto Metropolitan University's policies and procedures pertaining to employment equity, conflict of interest, and hiring of foreign nationals, which are all available from the Toronto Metropolitan University Human Resources website. Furthermore, in the case of Committee members who are Toronto Metropolitan University employees, these Committee members are also bound by the terms of their respective collective agreements or letters of appointment.

**Equity:** Toronto Metropolitan University's employment equity principles specify that the University shall hire and make employment and promotion decisions on the basis of qualifications and merit and that, within this context, the University shall make proactive efforts to increase the participation from the following equity-deserving groups: women, racialized people, First Nations, Métis and Inuit (FNMI) Peoples, persons with disabilities and 2SLGBTQ+ people.

**Conflict of Interest:** Members must disclose if there is a real or perceived conflict of interest with respect to any candidate being considered by the Committee. A conflict of interest occurs when personal interests interfere with the independent judgement required by the member in order to perform their duties and responsibilities in the interest of the University. Beyond the obvious personal or financial conflicts, examples may include situations where the member has acted as an academic supervisor of the applicant or where the member has collaborated with the applicant on a research project or business venture; however, these supervisory and collaborative relationships do not automatically constitute a conflict of interest.

## **Confidentiality**

Members of a Toronto Metropolitan University Committee with responsibility for academic personnel matters will have access to a variety of confidential material and must therefore be bound by the requirements of confidentiality necessary for the proper functioning of such a Committee and the protection of the interests of the candidates; in particular:

- 1) In the course of Committee work, Committee members may become aware of plans, opinions and employment experiences provided in confidence by individual applicants or candidates. Confidential reference comments about applicants or candidates will also be received. This information should only be shared or discussed with other members of the Committee.
- 2) In the course of Committee deliberations and discussions, Committee members will become aware of the perceptions, assessments and views of the other Committee members concerning candidates being assessed. These exchanges for the purpose of assessment are provided in confidence and should only be shared or discussed with other members of the Committee: all Committee members have an obligation to make every effort to respect the dignity and integrity of their colleagues and to sustain a climate in which colleagues are able to function as responsible members of the academic community.

Other discussions aimed at defining the Committee's mandate, such as the academic direction of a Department/School, job requirements, local SRC expectations, etc. are not deemed to be confidential and are subject to external oversight.

Further details concerning responsibilities relating to confidentiality can be found in several University policies, such as the Policy and Procedures Relating to Search Committees and Appointments in the Academic Administration, and also in applicable collective agreements.

## **Consultation**

At times members of Committees may wish to consult with the university administration, their union/association or the Human Resources Partner supporting the Department/School or Faculty for advice on issues such as processes related to their Committee, collective agreement interpretation or policy interpretation. The individuals so consulted are governed by similar confidentiality expectations; therefore such seeking of advice from these individuals should be done in a confidential manner, but will not in itself constitute a breach of confidentiality.

If a Committee member observes inappropriate behaviour or activity that contravenes a collective agreement or policy relevant to the Committee's mandate, this member should avail themselves of the consultation process described in the paragraph above.

## **Acknowledgement**

I acknowledge that I have read this document and understand that these are the obligations of Committee members.

I understand that I am expected to retain all Committee material in my possession, including personal notes taken during the course of this Committee's work, for one year after the

completion of my term on this Committee. I also understand that I am expected to dispose of this material securely after that period unless notified otherwise by the University.

Name of Committee: \_\_\_\_\_

Name of Committee Member: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **LETTER OF UNDERSTANDING #1 OVERLOAD PAYMENTS**

Should a Contract Lecturer receive an appointment in excess of thirty (30) semester hours (over two (2) semesters) or over fifteen (15) semester hours within one semester, such excess shall be paid on an overload basis of not less than \$7,000.00 per one semester three (3) hour course.

**LETTER OF UNDERSTANDING #2 PROCEDURE FOR DISCRIMINATION AND HARASSMENT PREVENTION INVESTIGATIONS INVOLVING STUDENT APPEALS**

When a student has filed an appeal under Senate Policy 168: Grade and Standing Appeals, or any subsequent policy based on an allegation of prejudice under the Discrimination and Harassment Prevention Policy, the matter shall be reviewed and, where appropriate, investigated by Human Rights Services. The investigation and the conclusion reached by the relevant decision maker shall be communicated to the appropriate Department/School official, the Contract Lecturer and the Union as soon as practicable from the date that the appeal was received by Human Rights Services, recognizing the complexity of the allegations, the availability of participants and witnesses in the academic workplace and/or other requirements of procedural fairness may require additional time for the investigation to be completed and the decision rendered.

**LETTER OF UNDERSTANDING #3 COMMUNICATION OF ACADEMIC AND COLLECTIVE AGREEMENT OBLIGATIONS AND DEADLINE DATES**

At the commencement of each academic year, the University shall write to all Chairs/Directors of Departments/Schools, with a copy to the Deans, confirming academic and Collective Agreement obligations and appropriate deadline dates. The communication will also request that the Chairs/Directors take appropriate action in order to ensure that all obligations are adhered to on a timely basis.

**LETTER OF UNDERSTANDING #4 BENEFIT IMPROVEMENTS & EMPLOYMENT  
INSURANCE**

In consideration of past and future improvements to the benefits package for CUPE Local 3904 Unit 1 that this will satisfy the E.I. requirement of rebating a portion of the refund due to the discounted premiums.

It is also agreed that all future E.I. rebates which may be forthcoming will be used to assist in defraying the increased costs of maintaining the existing insured benefits plans.

**LETTER OF UNDERSTANDING #5 (HISTORICAL) RE: EXPERIENCE CREDITS (SENIORITY)**

Individuals recommended by a CLAC for appointment under the terms of this Agreement who have taught in the University prior to the Fall term of 1984 but not since August 1984 shall have, for salary classification purposes only, this prior experience assessed as per paragraph 7 of Article XIV of the 1984-1986 Collective Agreement.

The amount of experience of each candidate for the purpose of priority consideration shall be established by the Contract Lecturer Appointments Committee as follows:

- 1) For Department/School teaching appointments commencing on or after August 16, 1986 (subject to Appendix I (Retired and Limited Term Faculty Members) for appointments commencing after December 1988):
  - a) 1/4 unit of experience credit (seniority) per semester of part-time hourly appointment;
  - b) 1/2 unit of experience credit (seniority) per semester of full or reduced workload sessional appointment; provided that the total credits shall not exceed one (1) for any single academic year.
- 2) For Department/School teaching appointments in the period prior to August 15, 1986, experience credits (seniority) established by the formula (semesters taught/4 + semester hours taught/66); and
- 3) For Contract Lecturers whose first appointment in the Department/School occurred prior to August 16, 1984, additional experience credits (seniority) will be added for University teaching experience outside the Department/School prior to August 16, 1984, according to the formula in (b) above.
- 4) Contract Lecturers hired between August 16, 1993 to August 15, 1996 will be granted experience credits (seniority) as defined in clause 12(1)(b) of the 2001—2004 Collective Agreement for the September 1, 1997 hiring appointment process providing they have worked (completed) at least three (3) semesters of teaching.
- 5) Contract Lecturers hired between August 16, 1993 to August 15, 1996 and who have not completed three semesters of teaching will be granted experience credits (seniority) as defined in clause 12(1)(b) of the 2001-2004 Collective Agreement when they have completed three (3) semesters of teaching.

#### **LETTER OF UNDERSTANDING #6 SALARY RATE MAXIMUM – LUMP SUM PAYMENT**

For the life of this Collective Agreement (2024 – 2027) current Contract Lecturers whose salary rates are at the maximum of the salary rates outlined in Article 21.1 and, as such, are not eligible for a base salary Service Adjustment shall receive a one-time only non-base salary lump sum payment of \$2,550.00, less appropriate deductions, for each salary year of the Collective Agreement. In order to qualify for this non-base salary lump sum payment, Contract Lecturers must satisfy the criteria outlined in Article 21.

#### **LETTER OF UNDERSTANDING #7 EMPLOYMENT INSURANCE HOURS**

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

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 #8 CONTINUING APPOINTMENTS**

The University is prepared to provide Continuing Appointments (for the Fall and Winter terms only) to the seventy (70) most senior Contract Lecturers. The names of such individuals on this list will not be included in the Collective Agreement.

These Appointments will be made under the following conditions:

1. The courses to which the Contract Lecturer will be assigned will not be posted as work available for discharge.
2. The Appointments will be for the Fall and Winter terms over a three (3) year period (Fall 2025 to the end of Winter 2028). The details of the Appointment shall be confirmed in individual letters of appointment by the Dean.
3. The workload will be either a full sessional, reduced sessional or part-time appointment as determined by reviewing the workload assignments of the individual Contract Lecturers over the previous three academic years.
4. Contract Lecturers with Continuing Appointments shall be appointed utilizing the process in Article 14.10 once all Contract Lecturers with Priority of Consideration have completed the process but prior to consideration of any applicants under Article 14.11.
5. As outlined in Appendix IV, Salary Protection (Continuation Plan) Contract Lecturers are eligible to receive eighty percent (80%) of their remaining salary for two consecutive terms, subject to the terms of this Appendix. Contract Lecturers who receive appointments as outlined in this Letter of Understanding, will be eligible to receive eighty percent (80%) of their remaining salary for an additional consecutive term of their disability, subject to meeting and complying with the applicable terms of Appendix IV.
6. The Contract Lecturer shall have access to the severance provisions of the Collective Agreement provided they meet the criteria in Article 25.
7. A Contract Lecturer with a Continuing Appointment may be only assessed for teaching pursuant to Article 18.2(i)(iii).

**LETTER OF UNDERSTANDING #9 JOINT UNION/MANAGEMENT COMMITTEE ON  
EMPLOYMENT EQUITY**

The Parties have agreed to a joint Union/Management Committee. The Committee will consist of five (5) representatives appointed by the University and five (5) members of the local bargaining unit.

The Joint Committee shall review the current Collective Agreement and the implementation of policies and procedures currently in the Agreement for recruitment and selection of Contract Lecturers and to identify any systemic barriers which currently exist within the Collective Agreement and/or in University policies, procedures and practices as these relate to equity-seeking groups.

Where appropriate, the committee will make non-binding recommendations to the Provost and Vice-President, Academic and the Vice-President, Equity and Community Inclusion.

**LETTER OF UNDERSTANDING #10 ACCOMMODATION FOR RELIGIOUS  
OBSERVANCES AND PERSONS WITH DISABILITIES**

The University is committed to fostering a collegial study and work environment that is free of discrimination and harassment on the prohibited grounds outlined in the Ontario *Human Rights Code*. It is understood and agreed that the Contract Lecturers may request reasonable accommodation in the workplace for temporary or permanent disability and/or accommodation for religious observances in accordance with appropriate University policies.

In order to ensure compliance with all applicable legislation, Collective Agreement provisions and University policies, the University will continue to educate and communicate to all stakeholders about their role and obligations in accordance with the University's accommodation policies and processes.

### **LETTER OF UNDERSTANDING #11 ORIENTATION SESSIONS**

Where Faculty specific orientation sessions are offered, the Dean will provide the Union with a copy of the agenda for their respective Faculty's orientation session. During such sessions, the Union may make a presentation that will be no longer than twenty (20) minutes in duration and may hand out its orientation package. The Dean of each Faculty, or their designate, will provide the Union with at least two (2) weeks' notice of the date, time and location of their respective Faculty's orientation session. The Union will be advised of their time slot on the agenda no later than three days prior to the session.

## **LETTER OF UNDERSTANDING #12 INCLUSIVE HIRING PRACTICES**

The parties agree on the importance of collecting diversity self identification (ID) data from applicants. The parties agree to meet during the term of this Collective Agreement to discuss the implementation of a diversity self-ID survey and associated protocols as part of the application process.

The parties also agree to meet during the term of the Collective Agreement to discuss the University's intention to designate one member of the Contract Lecturer Appointment Committee (CLAC) as an equity representative who will receive specialized training from the Office of Equity, Community and Inclusion. The University agrees to meet with the Union to discuss the role of the equity representative on the CLAC and the content of the training.

### **LETTER OF UNDERSTANDING #13 ACCESS TO FACILITIES**

To the extent that Department/School and Faculty resources and practices permit, Departments/Schools shall provide Contract Lecturers with the reasonable use of facilities and equipment as are required for the performance of their duties and obligations as outlined in Article 17.

Contract Lecturers shall have access to use general Department/School photocopy, printing and other regular office equipment in their Department/School as required for the performance of their assigned duties and obligations. Where a Department/School or Faculty is unable to provide shared computer access for Contract Lecturers while on campus, the University will make alternate arrangements upon request.

Consistent with applicable University protocols and practices, Contract Lecturers shall retain access to their University email, workshops offered by the University's Centre for Excellence in Learning and Teaching, and the Library (subject to licensing agreements) while employed beyond the terminal date of their appointment, up to and including the last day of the academic year (i.e., August 31).

#### **LETTER OF UNDERSTANDING #14 PART-TIME CONTRACT LECTURER BENEFITS**

The Parties agree that the University will provide assistance with health and dental expenses for Part-Time Contract Lecturers based on the funds allocated below.

The University will commit to provide the following amounts for the above purpose:

- 2024 – 2025 – \$380,772
- 2025 – 2026 – \$380,772
- 2026 – 2027 – \$380,772

## **LETTER OF UNDERSTANDING #15 STANDBY SECTION POSTING PROCESS**

In the Winter 2024 semester, in agreement with the Union, TRSM implemented a trial modification to the posting provisions contained in Article 13.3, which provided for “Standby sections” to be posted either individually or in a package with “Standard sections.” The trial resulted in half of the Standby sections running, thereby advantaging the successful candidates by being able to assume the Standby section(s) without there being a conflict with their teaching schedule.

If a School/Department is interested in using Standby sections, the parties agree to adopt the following variations to the Winter 2024 TRSM Standby section trial to ensure that the process below is utilized as intended, and not used to the detriment of Contract Lecturers in a given School/Department (for example, that the number of Standard sections not be intentionally reduced in a package and replaced with Standby sections):

Standard section(s) are those that are expected to run based on historical enrolment numbers and student intention data and which are paid based on the terms of the Collective Agreement. Standby sections are those with less likelihood to run than Standard sections based on uncertainty around student demand for the course.

In order to facilitate scheduling, no more than one (1) Standby section can be included in any package with other Standard sections. Standby sections cannot be offered on a stand alone basis or in a package consisting of only Standby sections. If a Standard section is cancelled due to low enrolment, the required notice or payment in lieu of notice of cancellation in Article 20.2 will be provided. Standby section(s) are sections that are scheduled and will only be opened if student demand warrants it. The decisions to open Standby sections will be made no later than one (1) week before the start of classes. Should a decision be made not to open a Standby section, no payment in lieu of notice in Article 20.2 will be offered. Should a decision be made to open a Standby section, the payment for work will be in accordance with the terms of the Collective Agreement.

A School/Department may not be able to offer Standby sections in a semester where open enrolment dates or other factors (such as the start of the teaching term) do not allow for the notice period of one (1) week before the start of classes to notify Contract Lecturers.

If a School/Department other than TRSM wishes to implement the above process, they will notify the Union, the Dean’s Office and the Office of the Vice-Provost, Faculty Affairs at least ten (10) days prior to the posting deadlines set out in Article 13.4.

If the CLAC in a given School/Department needs clarification on how to utilize the above process, they will contact the relevant Director in the Office of the Vice-Provost, Faculty Affairs for direction.

On the completion of the hiring process for the Fall and Winter semesters, Dean’s Offices will provide a summary to the Union and the Office of the Vice-Provost, Faculty Affairs of the volume of postings in each School/Department in their Faculty that contained Standby sections and how many Standby sections ran in that semester.

**LETTER OF UNDERSTANDING #16 JOINT COMMITTEE ON PhD GRADUATE STUDENT AND POSTDOCTORAL FELLOW ACCESS TO TEACHING**

The parties agree to form a joint committee to discuss the concept of PhD graduate students and Postdoctoral Fellows accessing teaching opportunities in order to develop their teaching skills in advancement of potential careers for teaching at the university level.

The committee will be made up of three (3) representatives of the University and three (3) representatives of the Union paid by the University at their contract hourly rate for the first three (3) one-hour meetings, thereafter the Union may decide to compensate the Union representatives from funding in Article 7 – Union Representation – Time Off for Union Activities.

The committee will mutually determine the issues to be discussed, which may include, but are not limited to, the process by which PhD graduate students and Postdoctoral Fellows may obtain teaching opportunities, the criteria that might be established to assign teaching to PhD graduate students and Postdoctoral Fellows, as well as the potential limit per individual and across all Faculties of the amount of teaching which might be allocated to PhD graduate students and Postdoctoral Fellows.

If the committee is able to reach agreement before the expiry of the Collective Agreement on terms that would result in a new provision to be added to the Collective Agreement to allow for PhD graduate students and Postdoctoral Fellows having access to teaching assignments beyond the selection process in Article 14, the parties may consider ratifying such new provision for early implementation or they may agree to implement such provision in the next Collective Agreement.

Failing to reach agreement, the discussions of the joint committee will inform each party on this issue in advance of collective bargaining for a renewal Collective Agreement.

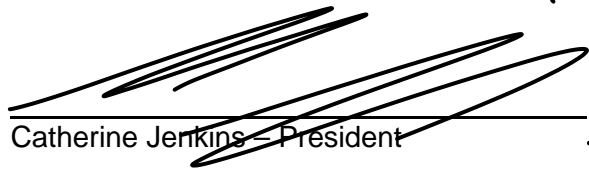
This Agreement dated at Toronto this 29 day of April, 2025.

For the Board of Governors of Ryerson  
University carrying on Business as Toronto  
Metropolitan University

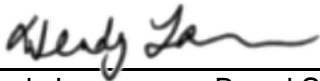


Mohamed Lachemi - President

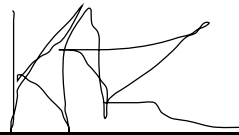
For the Canadian Union of Public Employees,  
Local 3904, Unit 1



Catherine Jenkins - President



Wendy Lawrence – Board Secretary



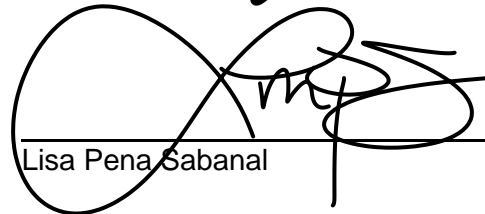
Kelly Train – Unit 1 VP



Valentina Capurri



Ross Fair



Lisa Pena Sabanal