



ST. JEROME'S UNIVERSITY

COLLECTIVE AGREEMENT

between

**THE ST. JEROME'S UNIVERSITY ACADEMIC STAFF ASSOCIATION
(Contract Academic Staff)**

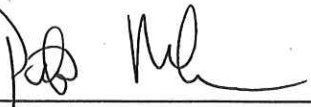
and the

BOARD OF GOVERNORS OF ST. JEROME'S UNIVERSITY

Effective: October 3, 2022

Expiry: April 30, 2025

**ON BEHALF OF THE ST. JEROME'S
UNIVERSITY BOARD OF GOVERNORS:**




Dr. Peter Meehan
President and Vice Chancellor


**ON BEHALF OF THE ST. JEROME'S
UNIVERSITY ACADEMIC STAFF
ASSOCIATION:**



Dr. Andrew Stumpf
President, SJU ASA



Dr. Carol Ann MacGregor
Vice President Academic and Dean
Chief Negotiator



Dr. Ryan Devitt
Chief Negotiator

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Definitions

- (1) "Academic Committee" shall mean a committee of the Academic Department Chairs, Librarian, Associate Dean, and Vice President Academic and Dean, as voting members, and Registrar, Director of Student Affairs, and two (2) representatives from the Students' Union as non-voting members, or as modified by the SJUSC.
- (2) "Academic Program" shall mean a set of courses or other units of study, which serve to fulfill requirements of certificates or degrees by St. Jerome's University or through St. Jerome's University by another University.
- (3) "Academic Term" shall mean the Fall (September to December), Winter (January to April), or Spring (May to August), which collectively constitute the Academic Year.
- (4) "Academic Year" shall mean September 1 through August 31.
- (5) "Act" shall mean the Consolidated Act of Incorporation of St. Jerome's University (2000).
- (6) "Associate Dean" shall mean the Associate Dean appointed by the Vice President Academic and Dean.
- (7) "Association" shall mean the St. Jerome's University Academic Staff Association (ASA).
- (8) "Bargaining Unit" shall mean all persons employed by St. Jerome's University as members of the academic staff and professional librarians holding contracts for less than 12 months, save and except administrators at the rank of Associate Dean or higher.
- (9) "Base Salary" shall mean the salary prior to the addition of any supplemental non-"sessional stipend" and/or additional payment.
- (10) "Board" shall mean the Board of Governors of St. Jerome's University as established by the Act.
- (11) "CAUT" shall mean the Canadian Association of University Teachers.
- (12) "Course" shall mean an academic offering valued at 0.5 credits by the University of Waterloo Senate for the purpose of conferring degrees.
- (13) "Department" shall mean an academic and administrative unit into which academic staff Members are appointed for the coordination and performance of their respective academic duties and for the execution of the educational activities of the University.
- (14) "Department Chair" shall mean the ASA Member appointed to direct a Department.
- (15) "Department Member" shall mean a Member in a department. Membership in a department shall be determined in the Member's initial letter of appointment unless subsequently reassigned by the Vice President Academic and Dean.
- (16) "Employer" shall mean the Board of Governors of St. Jerome's University as defined by the Act.
- (17) "Faculty" shall refer to an ASA Member who holds a rank of Lecturer, Instructor, Assistant Professor, Associate Professor, or Professor.
- (18) "Fiscal Year" shall mean the period from May 1 through April 30.

- (19) "Interdisciplinary Program" shall mean a grouping of related courses outside a Department for which there is a distinct academic credential normally offered during the Academic Year.
- (20) "Member" shall mean those employees falling within the Bargaining Unit.
- (21) "OCUFA" shall mean the Ontario Confederation of University Faculty Associations.
- (21) "CAS" shall mean Contract Academic Staff.
- (22) "President" shall mean the chief executive officer of the University who has supervision over and direction of the academic work and general administration of the University, the faculty, the staff and the students and has such other powers and duties as may be conferred upon him or her by the Board.
- (23) "President of the Association" shall mean the President or the acting President of the St. Jerome's University Academic Staff Association.
- (24) "Sessional Stipend" shall mean the stipend provided to a CAS Member for the teaching of a course in a given year as payable in the relevant faculty at UW.
- (25) "SJUSC" shall mean the St. Jerome's University Senate Council established by the Board as part of a bicameral system of governance.
- (26) "University" shall mean St. Jerome's University.
- (27) "UW" shall mean the University of Waterloo.
- (28) "Vice President Academic and Dean" ("VPAD") is the chief academic officer of the University.
- (29) "Working Days" shall mean weekdays unless the University is closed.

Preamble

St. Jerome's University is a public Catholic university federated with the University of Waterloo, historically associated with the educational vision of the Congregation of the Resurrection. We are committed to learning and academic excellence; the gospel values of love, truth and justice; and the formation of leaders for the service of the community and the Church. In all our activities and practices, St. Jerome's University functions within the context of the Catholic tradition and the principles of academic freedom.

Article 1 – Purpose of Agreement

1.0 It is the purpose of this Collective Agreement to set forth the terms and conditions of employment and other specific contractual provisions, to promote and maintain harmonious relationships between the Parties, and to provide a means for settling such disputes as may arise from time to time. The Parties recognize that the purposes of the University include providing a facility for higher education through teaching, research, and service. The Parties agree to work cooperatively toward developing the quality and effectiveness of the education provided by the University, and to encourage a climate of equity, justice, freedom, responsibility, and mutual respect in the pursuit of the University's goals.

1.1 The Employer shall advocate in support of Members' participative role in Departments and Interdisciplinary Programs at the University of Waterloo.

1.2 Full and Fair Consideration

Both Parties agree to abide by the principle of full, fair, and reasonable consideration in any and all proceedings under the terms of this Agreement, including the consideration of all relevant evidence.

Article 2 – Academic Freedom

2.1 The Parties agree to uphold, protect, and promote academic freedom as essential to the University's objective to serve the common good through searching for and disseminating knowledge, truth, and understanding, and through fostering independent thinking and expression in academic staff and students.

2.2 Members possess the individual right, regardless of prescribed doctrine, to academic freedom, which includes the right to engage in the following without institutional censorship or reprisal provided the Member complies with relevant legal considerations and any related policies required by law:

- (a) Examine, question, teach, and learn;
- (b) Disseminate opinions on any questions related to the Member's teaching, professional activities, and research both inside and outside the classroom;
- (c) Choose and pursue research, creative, or professional activities without interference or reprisal, and freely publish and make public the results thereof;
- (d) Choose and pursue teaching methods and content;
- (e) Create, exhibit, perform, or adjudicate works of art;
- (f) Select, acquire, disseminate, or critique documents or other materials;
- (g) Criticize the Association, Employer or any other organizations, whether corporate, political, public, private, institutional, as well as society at large;
- (h) Engage in service to the institution and the community;
- (i) Participate in professional and representative academic bodies; and
- (j) Recommend library materials relevant to the pursuit of learning.

2.3 Academic freedom does not require neutrality on the part of the Member. Academic freedom makes intellectual discourse, critique and commitment possible.

2.4 Academic freedom does not confer legal immunity and carries with it the duty to use that freedom in a responsible manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge. In exercising their legal rights, Members shall not be hindered or impeded by either Party in any manner contrary to this Agreement.

2.5 In any exercise of freedom of expression, Members shall not purport to convey an official position of the Employer unless so authorized by the Employer, President, or his/her designate.

Article 3 – Recognition

3.1 The Employer recognizes the St. Jerome’s University Academic Staff Association as the certified exclusive bargaining agent for all Members of the Bargaining Unit.

3.2 The Employer shall notify all hires of their membership in the CAS Bargaining Unit.

Article 4 – Association Dues

4.1 On behalf of the Association, the Employer shall deduct from the base salary of each Member of the Bargaining Unit the Association’s regular dues and/or other assessments. The Association shall notify the Employer, in writing, of the amount of its regular dues and/or other assessments, and advise the Employer thirty (30) calendar days prior to the date of effect of any change in regular dues or assessments.

4.2 The dues deducted under this Article shall be remitted by the fifteenth (15th) day of the month following the month of deduction and shall be accompanied by a list of the Members from whom dues have been deducted along with the amounts deducted of each Member.

4.3 The Association shall indemnify and save harmless the Employer from any claim made against it pursuant to the deduction or non-deduction of Association dues.

Article 5 – Representation and Communication

5.1 In matters covered by this Agreement, the Employer shall not bargain with, nor enter into, any agreement with a Member or group of Members other than those designated by the Association Executive. The Parties shall exchange a list of designated authorities, including negotiators and grievance officers, with whom each Party is required to transact business under this Agreement.

5.2 The Employer shall not meet with any Member or group of Members undertaking to represent the Association without written authorization of the Association Executive.

5.3 In representing a Member or group of Members, an elected or appointed representative of the Association shall be the spokesperson.

5.4 Except where otherwise specified in this Agreement, correspondence between the Association and the Employer arising out of this Agreement will pass between the VPAD and the President of the Association, or their delegates.

5.5 Where written notice is specified in this Agreement, the Parties shall use the University internal mail or electronic mail.

5.6 The Employer shall provide the Association with access to meeting rooms on the same terms as University committees.

5.7 Within the first ten (10) days of each term, the Employer shall provide the President of the Association the following information concerning each Member:

Name

A copy of the letter of appointment of any new Member(s)

Dues deducted in the previous fiscal year

Date of birth

Highest degree

Home address, telephone number, and email address

Date of initial appointment

Seniority data

Information on cancelled courses

5.8 The Employer shall provide to the President of the Association a copy of all correspondence between the Employer and any Member that communicates decisions regarding appointment, discipline, dismissal, and / or the disposition of a grievance.

5.9 The Employer shall provide to the President of the Association a copy of the last approved university budget and the operating budget package at the same time it is forwarded to the Board of Governors.

5.10 The Employer shall place a link to the Association website on the main employee directory and Human Resources pages of the St. Jerome's University website.

5.11 The Association shall provide the Employer with an up-to-date copy of the SJU ASA Constitution and Bylaws, and amendments, and the names of the Association Executive by the first day of June or within ten (10) days upon revision. This information may be provided in whole or in part on the Association's website.

5.12 Upon ratification by the Parties, the Employer will prepare two (2) official copies of the Agreement to be signed by the signing officers of the Employer and the Association. Each Party will receive one (1) official signed copy.

5.13 The Employer will, within thirty (30) days of such signing, provide to the Association a digital PDF version of the signed agreement for distribution to the Members.

Article 6 – Association Rights

6.1 CNO Compensation

(a) Intentionally left blank.

- (b) The Employer shall grant the Association's Chief Negotiating Officer compensation equal to one Sessional Stipend per year in years in which bargaining occurs.

6.2 Intentionally left blank.

6.3 Mail

The Association shall have access to the internal and external postal services of the Employer, on a cost recovery basis.

Article 7 – Employer Rights

7.1 The Employer retains all rights and functions, powers, privileges, and authority in managing the affairs of the University consistent with the terms of the Act of Incorporation for St. Jerome's University (2000), as amended, excepting only those that are relinquished or as may be restricted in this Agreement.

7.2 The Employer shall exercise such rights and functions, powers, privileges, and authority in a fair, just, and reasonable manner and neither attempt to circumvent the provisions of the Agreement, nor act in a manner inconsistent with the terms and conditions of employment, set out therein.

Article 8 – Joint Committee on the Administration of this Agreement

8.1 The Parties shall form a Joint Committee consisting of two (2) individuals appointed by the Employer and two (2) individuals appointed by the Association within ninety (90) calendar days of the mutual ratification of this Agreement. The Association and the Employer shall also each appoint one (1) alternate Committee member.

8.2 Members of the Joint Committee are normally appointed for the term of the Agreement.

8.3 Only two (2) representatives of the Employer and two (2) representatives of the Association shall be present at any meeting of the Joint Committee, along with a mutually agreed upon administrative support person for the purpose of notetaking.

8.4 The Joint Committee shall review matters of concern arising from the administration and application of this Agreement, excluding any dispute that is, at that time, being addressed under the grievance and arbitration procedures set out in this Agreement. This Committee shall attempt to foster better communication and more effective working relationships between the Parties and shall attempt to maintain a spirit of cooperation and respect between the Parties.

8.5 Meetings of the Joint Committee shall be chaired alternately by a representative of the Employer and the Association.

8.6 The Joint Committee shall meet at least once per Academic Term. Meetings may be cancelled by mutual agreement of the Employer and the Association, and additional meetings may be held by mutual agreement of the Employer and the Association.

8.7 The Joint Committee shall have no power to modify the provisions of this Agreement, but may recommend to the Parties changes to the administration and / or application of this Agreement, or changes to the Agreement.

Article 9 – Non Discrimination

9.1 The Parties recognize a mutual obligation to foster an environment free from discrimination and harassment in keeping with relevant legislation. The Employer shall provide and maintain a safe and supportive study and work environment.

9.2 The Parties agree that there shall be no discrimination, interference, restriction, or coercion exercised with respect to any Member, on any of the grounds enumerated under this Article, in regard to any matter including compensation, rank, appointment, permanency, reappointment, dismissal, Member benefits, or any other terms and conditions of employment except as may meet the criteria of a *bona fide* occupational requirement or as otherwise permitted by law.

9.3 Subject to the defence of a *bona fide* occupational requirement, no discrimination, interference, restriction, or coercion shall be exercised by reason of physical or mental disability (whether perceived or actual, temporary or permanent), race, creed, colour, ancestry, citizenship, ethnic or national origin, political or religious affiliation, belief or practice, sex, sexual orientation, gender identity, marital status, family relationship or responsibility, lifestyle, age, or membership or activity / lack of activity in the Association, clerical or lay status, language or place of residence, or by reason of any association with any person who is a member of the foregoing designated groups. The foregoing shall not relieve a Member of the obligation to conform to the terms of this Agreement or to carry out the duties and responsibilities stipulated herein.

9.4 The Parties shall not discriminate against, interfere with, restrict, or coerce a Member who refuses to pursue or take part in a grievance.

9.5 The protection from discrimination includes the protection from retaliation on any of the above identified protected grounds against a Member for his or her having taken action either as a complainant or griever, or for assisting a complainant or griever in taking action, or for acting as a witness or advocate on behalf of a Member in a legal or other proceeding to obtain a remedy for a breach of this Article.

Article 10 – No Strikes or Lockouts

10.1 The Association agrees that, during the term of this Agreement, it will not authorize or condone any unlawful strike. The Employer agrees that, during the term of this Agreement, it will not illegally lockout Members. The terms “strike” and “lockout” shall bear the meaning given them in the Ontario *Labour Relations Act* (1995).

Article 11 – Grievance and Arbitration Process

11.1 There shall be no discrimination, harassment, or coercion of any kind practised against any person involved in these procedures or against any Member who elects not to pursue a grievance. The Association representatives acting for a grievor shall not be coerced, restrained, or interfered with in the performance of their duties as representatives.

11.2 The Parties agree to make every reasonable effort to settle all grievances in a prompt, just, and fair manner.

11.3 The Association shall have carriage of all Association and Member grievances. The Employer shall deal only with the Association with respect to such grievances.

11.4 On request of either the Association or the Employer, the other Party shall provide access to all documents relevant to the grievance to provide for an open, fair, and expeditious processing of the grievance.

11.5 Definitions

- (a) Grievance: a grievance is a claim, dispute, or complaint involving the interpretation, application, administration, or alleged violation of this Agreement.
- (b) Grievor: the grievor is the Association that initiates a grievance on behalf of a Member, or group of Members or itself.
- (c) Employer-Grievor: the employer-grievor is the Employer who initiates a grievance against a Member, group of Members, or the Association.

11.6 Types of grievance

- (a) An individual grievance is a grievance initiated by the Association on behalf of an individual Member.
- (b) A group grievance is a grievance initiated by the Association on behalf of a group of identified Members.
- (c) A policy grievance is a grievance by the Association that may involve a matter of general policy or of general application of the Agreement.
- (d) An Association grievance is a grievance that directly affects the Association.
- (e) An Employer grievance is a grievance initiated by the Employer against a Member, group of Members, or the Association, which the Employer shall submit and address with the Association with respect to the grievance.

11.7 Time limits

- (a) The Association or the Employer, as the case may be, shall file a grievance according to procedures outlined in Article 11.9 within thirty (30) calendar days after the occurrence of the incident giving rise to the grievance, or thirty (30) calendar days from the date it became aware of the events giving rise to the grievance, whichever is later.
- (b) Where no action is taken on a grievance within the time limits specified in this article, the grievance shall be deemed to have been withdrawn or settled as the case may be.
- (c) In the event a Party fails to reply in writing within the time limits prescribed in this article, the other Party may submit the matter to the next step of Article 11.9 as if a negative reply or denial had been received on the last day for the forwarding of such reply.
- (d) The time limits specified in this article may be extended by mutual agreement of the Parties in writing. The Parties shall be reasonable in considering extension requests.

11.8 Technical irregularities

No technical violation or irregularity occasioned by clerical, typographical, or technical error in the written specification of the grievance shall prevent the substance of a grievance from being heard and judged on its merits.

11.9 Grievance Procedure

- (a) A grievance shall be in writing, signed by the Association or Employer representative, and shall specify the matter(s) in dispute, the article(s) and legislative provisions, if any, alleged to have been violated, and the remedy sought. It shall be submitted to the VPAD or the President of the Association, as the case may be.
- (b) No later than ten (10) working days following the receipt of the grievance, the VPAD shall meet with the Association representative and any Member affected. The Parties shall make every reasonable attempt to resolve the grievance.
- (c) If the grievance is resolved at this stage, such settlement shall be reduced to writing, and countersigned by the Association representative and the Vice-President and Academic Dean within ten (10) working days of the meeting at which the settlement was reached.
- (d) In the event that the Association representative and the VPAD cannot resolve the grievance within ten (10) working days of the meeting(s) specified in 11.9(b), the VPAD or President of the Association, as the case may be, shall forward to the other the written reasons for denying the grievance.
- (e) All grievance-related discussions directed at settlement of the matter are privileged and cannot be relied upon at arbitration.

11.10 Arbitration Procedure

- (a) Within fifteen (15) working days of receipt of the response specified in 11.9(d), the Association or Employer, as the case may be, may give written notice of its intention to submit the matter in dispute to an arbitrator for final and binding arbitration.
- (b) The Parties shall choose an arbitrator from a list agreed to by the Parties. Should the Parties fail to agree on the appointment of an arbitrator within ten (10) working days of receipt of the notice specified in 11.10(a), the arbitrator shall, upon request of either Party, be appointed by the Ontario Minister of Labour as provided for under the *Labour Relations Act*.
- (c) The arbitrator shall have the duty and power to adjudicate all matters in dispute in accordance with the powers conferred by the *Labour Relations Act*, as amended from time to time.
- (d) The arbitrator shall have jurisdiction to award such remedy or remedies as conferred by the relevant provisions of the *Labour Relations Act*, as amended from time to time.
- (e) In disciplinary matters, the arbitrator may confirm, amend, or set aside the decision of the Employer and, if such is the case, substitute the decision the arbitrator deems fair and reasonable.
- (f) The arbitrator shall have the power to make an interim order requiring the Employer to provide relief in accordance with the powers conferred by the *Labour Relations Act*, as amended from time to time.
- (g) The arbitrator shall not have the power to alter, add to, modify, or amend the Collective Agreement in any respect whatsoever, nor render an award inconsistent therewith.
- (h) The Parties to the arbitration shall share equally the arbitrator's fees and expenses, except that, in the case of a grievance against dismissal for cause or an Employer's grievance, these costs shall be paid entirely by the Employer. Where the Employer grievance is upheld by the arbitrator, the Association shall reimburse the Employer for one half of the foregoing fees and expenses. The

costs of presenting a case shall be borne by the respective Parties to the arbitration. The Employer shall provide a hearing room on the University campus if such space is available.

11.11 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the Parties, shall result in the grievance being deemed withdrawn.

11.12 Mediation

- (a) Within seven (7) calendar days of the referral of a grievance to arbitration, the Parties may agree to a mediation process. In such circumstances, the Parties will determine a mutually acceptable, qualified, neutral mediator to arrange mediation as soon as possible on a mutually acceptable date. The Employer shall bear the cost of the fees and expenses of the mediator.
- (b) The Parties shall engage in this process on the following basis:
 - i. Each Party shall make every reasonable effort to resolve the matter.
 - ii. Any positions taken or information provided by either Party during the mediation shall not be admissible should the matter proceed to arbitration.
 - iii. Mediation shall not be used to delay arbitration of a matter.

Article 12 – Health and Safety

12.1 The Employer is responsible under the *Occupational Health and Safety Act* (OHSA) to implement and maintain an environment that protects the health, safety, and security of Members as they carry out their responsibilities.

12.2 Members are entitled to a workplace environment free from harassment and / or violence.

12.3 The Employer agrees to establish and maintain a Joint Health and Safety Committee (JHSC) in accordance with OHSA. The Association shall have the right to appoint one Member to the JHSC in accordance with OHSA. Formal training requirements for a Member will be waived if the Employer already has enough certified Members to meet Ministry of Labour requirements at the time of appointment. A Member appointed to the JHSC will participate in an orientation of approximately one (1) hour in length. A Member appointed to the JHSC will be compensated as set out in Article 32, Member Compensation.

Article 13 – Intellectual Property

13.1 Intellectual Property rights, as defined in University of Waterloo Policy 73 (Intellectual Property Rights), shall at St. Jerome's University be in accordance with such policy, as amended from time to time.

Article 14 – Disciplinary Measures

14.1 A Member may be disciplined only for just cause and only in accordance with the provisions of this Article. Disciplinary processes are not to be used to inhibit free inquiry, discussion, exercise of judgement, or honest criticism within or without the University. Disciplinary action shall be reasonable,

commensurate with the seriousness of the violations, and consistent with accumulated practice under this Article. The Parties recognize the value of promoting corrective action through guidance and progressive discipline, although this will not always be appropriate.

14.2 In all matters of discipline, a Member has the right to seek advice from the Association and to be accompanied by an Association representative for advice and support (including, if necessary, aid in presenting the Member's position) during any meetings attended to discuss such matters. All disciplinary measures are grievable under Article 11.

14.3 The Employer bears the onus of proving that a disciplinary action was taken for just cause.

14.4 The only disciplinary measures that may be taken by the Employer against a Member are the following:

- (a) A letter of warning or reprimand. Such letters must be specific and must be clearly identified as disciplinary measures.
- (b) Suspension with pay. Suspension is the act of relieving a Member, without her / his consent, of some or all Employer duties and / or privileges.
- (c) Suspension with partial pay, or without pay, where appropriate.
- (d) Dismissal for cause means termination of one or more contracts for disciplinary reasons without the Member's consent before the end of such contracts.

14.5 Just cause for the dismissal of a Member includes, but is not limited to, the persistent and serious neglect of the normal duties of a Member, particularly with respect to teaching, scholarship, or the failure to carry out such duties as are reasonably assigned by the appropriate academic authorities. In a case of persistent neglect, the action for dismissal must have been preceded by letters of warning from the VPAD. Warnings shall not only state the nature of the alleged deficiencies and make constructive suggestions for improvement, but also shall be followed by a reasonable period in which to make improvements.

14.6 Just cause for dismissal also includes but is not limited to: a serious breach of criminal law; violent behaviour or threats of violence against a member of the University community; a serious breach of ethical behaviour; and violations of ethics in respect to scholarship, teaching, or collegiality. Any of the above must be of such a serious nature as to render the Member clearly unfit to continue to hold an appointment with the Employer.

14.7 Intentionally left blank.

14.8 The VPAD shall promptly investigate any concerns or allegations about a Member if the VPAD reasonably believes that a situation warranting disciplinary measures may exist. The VPAD shall inform the Member as soon as may reasonably be possible both of the nature of the allegation and if an investigation is being undertaken. The investigation itself is not a disciplinary measure, and an investigation that has not yet been completed is not a matter for grievance.

14.9 The VPAD shall take reasonable steps to maintain the Member's privacy and the confidentiality of the investigation and its findings until the imposition of discipline, if any. However, some disclosure of concerns and allegations may be necessary, either in order to conduct the investigation or if the VPAD has reasonable grounds to believe that such confidentiality may place a person or persons at risk of significant harm. In the event that it is determined that there shall be no disciplinary action, the VPAD must inform each individual to whom concerns and allegations were disclosed that there is no basis for disciplinary action.

14.10 When the investigation has been completed, and if disciplinary action is being considered, the VPAD shall notify the Member in writing of the results of the investigation and of the proposed disciplinary action. The notice shall provide the specific details of the alleged cause for the discipline, including all names, places, and dates of the alleged incidents, and shall either be hand-delivered to the Member, or delivered by registered mail to the Member's last known address. The date of notice is defined to be either the date on which a registered letter has been signed for or the date on which the notice is hand-delivered to the Member.

14.11 The VPAD shall convene a meeting within twenty-five (25) working days of the date of notice to afford the Member an opportunity to make oral and / or written submissions before any disciplinary measures are imposed. The Member shall be given at least seven (7) working days' notice of the time and place of the meeting. The VPAD may invite the person or persons who have carried out the investigation to attend. At this meeting an attempt shall be made to resolve the matter in a manner satisfactory to all concerned. For the purposes of this clause, Saturdays and Sundays, other holidays, days during which the Employer is officially closed, and days during which the Member is absent on pre-scheduled official Employer business shall not be treated as working days.

14.12 If no satisfactory solution is reached at the meeting referred to in 14.11, within ten (10) working days the VPAD shall notify the Member in writing of the disciplinary decision with reasons.

14.13 The VPAD shall make every reasonable effort to notify the Member of the meeting referred to in 14.11. If the VPAD is unable to contact the Member, or if the Member is notified and chooses not to attend, the meeting shall be dispensed with, and the VPAD may give notice of discipline as in 14.12 above.

14.14 Where the disciplinary decision in 14.12 is dismissal for cause and where the Member chooses to contest the decision, a formal grievance shall be submitted to the President in accordance with Article 11. The President shall act as a committee of one to decide the matter on behalf of the Board of Governors. The decision of the President may be taken to external arbitration under 11.10.

14.15 Intentionally left blank.

14.16 Intentionally left blank.

14.17 Where the Member successfully grieves such disciplinary suspension or termination, the Employer will remit the balance of one Sessional Stipend.

14.18 Failure of a Member to grieve a letter of reprimand or warning at the time of receipt of the letter shall not be deemed an admission of the validity of the reprimand or the warning.

Article 15 – Non Disciplinary Termination of Appointments

15.1 Intentionally left blank.

15.2 Intentionally left blank.

15.3 Intentionally left blank.

15.4 The Employer may terminate one or more of a Member's contracts and/or employment for reasons of financial exigency in accordance with Article 37 of this Agreement.

Article 16 – Privacy

16.1 The Parties agree that Members have a right to privacy consistent with the traditions of academic freedom and Article 2 of this Agreement.

16.2 Members' files and personal communications, including those stored or transferred electronically on University computer systems, are private, subject to the *Freedom of Information and Protection of Privacy Act*. The Employer shall take reasonable precautions to safeguard the privacy of such communications as are stored and / or transferred through the Employer's computer network.

16.3 The Employer reserves the right to monitor and access user accounts solely to safeguard the integrity of the computer system, or as required by law. Only authorized and appropriately trained personnel in the performance of their employment duties may access and monitor the use of information technology and computing facilities.

16.4 The Employer shall notify all Members in writing of any monitoring conducted for the purpose of security. Data in the form of audio-video surveillance and electronic access gathered for security purposes shall be stored on a University computer and shall be monitored and / or accessed only by authorized personnel having a business need. The Employer shall destroy such data within one hundred and twenty (120) days unless further retention is otherwise required by law.

16.5 Information obtained through surveillance shall not be used in any evaluation of an employee's teaching or research performance.

Article 17 – Environment of Equal Opportunity and Diversity

17.1 The Parties agree to promote equity and diversity in employment. The Parties recognize that all applicants for employment are entitled to equal rights and opportunities without discrimination, which contravenes the Ontario *Human Rights Code*.

17.2 Every Indigenous person, person with a disability, member of a racial minority, and every woman is entitled to be considered for employment, hired, retained, treated, and promoted free of barriers, including systemic and deliberate practices and policies that discriminate against them based on such immutable characteristics.

17.3 The Parties also agree that the Membership should strive to reflect a fair representation of such persons.

17.4 The Employer shall strive to ensure that employment policies and practices, including its policies and practices with respect to recruitment, hiring, retention, treatment, and promotion, are free of barriers, both systemic and deliberate, that discriminate against such persons.

17.5 The Association agrees that it, and its Members, shall also strive to administer their duties and responsibilities in a manner which assists the Employer in discharging its commitment to foster an environment of equal opportunity and diversity.

17.6 In striving for employment equity, the Parties agree that:

- (a) No candidate shall be recommended for appointment who does not meet the criteria for the applicable appointment; and
- (b) The recommended candidate shall be a member of the group identified in 17.2 above, unless another candidate is demonstrably superior.

17.7 The Employer shall name individuals to meet with the Association's Equity Committee to develop a policy and plan of action to address the mutual concern for equality of opportunity and diversity. The committee will explore appropriate thresholds and unit configuration for the application of such thresholds in triggering the requirement for preferential selection of candidates who are substantially equal.

Article 18 – Posting, Appointments, and Search Process

18.1 Teaching Appointments

18.1.1 The initiation of a contract appointment is at the discretion of the VPAD in consultation with the relevant Department Chair or Program Director.

18.1.2 Where contract appointments remain vacant after consideration of Members with applicable Seniority Status, all such vacancies within the Bargaining Unit shall be posted on the Employer's website and shall stipulate the following:

- (a) the date of the posting;
- (b) the course name and course number;
- (c) the department;
- (d) the academic term(s), including the starting date and termination date;
- (e) the total number of classroom hours for the course;
- (f) the stipend payable;
- (g) the anticipated class size;
- (h) the academic degree or education in the academic specialty, and/or the appropriate professional training and experience required for the appointment;
- (i) any other information pertinent to the appointment; and
- (j) the application deadline;

18.1.3

(a) Unless an applicant has previously supplied the following documents within the current academic year, all applications for course appointments shall be in writing and must include:

- i. the course(s) name, course(s) number, and term(s) of offering;
- ii. a current curriculum vitae;
- iii. current contact information;
- iv. evidence of positive teaching performance, which may include but is not limited to teaching evaluations, letters of recommendation, statement of teaching philosophy;
- v. previous syllabi where applicable; and

- vi. for ARTS 130 and ARTS 140 courses, provide a title of the proposed course and a brief description (150-300 words).

(b) Applicants shall apply electronically on or before the application deadline on the posting.

18.1.4 External applicants may be asked by the Employer to supply letters of recommendation, or give permission for the Employer to contact referees by telephone or email on the understanding that such information shall be retained in confidence by the Employer and not disclosed to the subject applicant.

18.1.5 The VPAD, in consultation with the relevant Department Chair or Program Director, shall fill contract appointments using the following criteria:

- i. Academic credentials;
- ii. Evidence of positive teaching performance;
- iii. Seniority points in the applicable course;
- iv. Support for the Mission of the University;
- v. Principles of gender and employment equity; and
- vi. Suitability for appointment at the University.

18.1.6 The appointment shall be made by the VPAD in consultation with the applicable Department Chair or Program Director. Confirmation of appointments shall normally be communicated to the successful applicant in accordance with the following schedule:

On or before March 7 for the Spring Term

On or before July 7 for the Fall Term

On or before November 7 for the Winter Term

Beginning with the 2024-2025 academic year, confirmation of appointment shall normally be communicated to the successful applicant in accordance with the following schedule:

On or before February 7 for the Spring Term

On or before June 7 for the Fall Term

On or before October 7 for the Winter Term

18.1.7 The Member, or prospective Member, receiving confirmation of appointment shall confirm acceptance via email to the VPAD within ten (10) calendar days of such confirmation being delivered. The failure to confirm acceptance within such period shall be deemed a refusal by the Member in accordance with the Collective Agreement, or, in the case of prospective Members, a rejection of the offer of employment.

18.1.8 Where the foregoing process has not resulted in course fulfilment, or unforeseen circumstances arise requiring a course appointment within three (3) weeks of the applicable Academic Term, the VPAD shall address the appointment at his/her sole discretion. Current Members will be given priority consideration in the filling of vacancies pursuant to this clause. The resolution of such vacancies pursuant to this clause shall not be subject to the grievance and arbitration process.

18.2 Online Course Authorship

18.2.1 The VPAD may authorize a CAS Member to design a new online course. When possible, the VPAD shall first consult the relevant Department Chair(s) and / or Program Director(s).

18.2.2 A Member who designs a new online course shall, per UW Centre for Extended Learning protocol, enter into an authorship agreement with the University of Waterloo and St. Jerome's University.

18.2.3 A Member who designs a new online course shall receive compensation in accordance with Article 32.

18.2.4 A Member who designs a new online course shall have the right to teach that course when it is first offered and shall receive as compensation the usual Sessional Stipend, in accordance with Article 32.

18.3 On-Campus Course Authorship

18.3.1 The VPAD may in their sole discretion authorize in writing a Member to design a new course (i.e. a new course developed through the curriculum review process and not previously offered by the University) to be delivered on campus. When possible, the VPAD shall first consult the relevant Department Chair(s) and/or Program Director(s).

18.3.2 Where the VPAD has authorized in writing a Member to design a new on-campus course, the VPAD will notify the Association and will meet with the Member to discuss compensation for designing the course. If the VPAD and the Member do not agree on the compensation for designing the course, the Member shall not design the course and the VPAD in their sole discretion may authorize someone else to design the course.

18.3.3 A Member who designs a new on-campus course shall be offered the opportunity to teach that course for the first time it is offered and shall receive as compensation a Sessional Stipend in accordance with Article 32.

18.3.4 The VPAD may in their sole discretion authorize in writing a Member to undertake major revisions/changes to an existing course or course material or a minor revision/change to an existing course or course material.

18.3.5 Where the VPAD has authorized in writing a Member to undertake major revisions/changes to an existing course or course material or minor revisions/changes to an existing course or course material, the VPAD will notify the Association and will meet with the Member to discuss compensation for undertaking the revisions/changes. If the VPAD and the Member do not agree on the compensation for the revisions/changes, the Member shall not undertake the revisions/changes and the VPAD in their sole discretion may authorize someone else to undertake the revisions/changes.

Article 19 – Seniority and Seniority Status

19.1

- (a) A Member shall begin accruing Seniority Points from the date of hire in each applicable course taught. Seniority Points shall be computed from May 1, 2014, at a rate of one (1) point per course taught upon successful completion of the contract. Seniority Points shall be computed from May 1, 2022, at a rate of one (1) point per section of a course taught upon successful completion of the contract. Seniority Points and Seniority Status in a course are forfeit after seventy-two (72) consecutive months from the end of a course if the Member has not taught such course within that

interval of time, except in cases where a Member holding Seniority Points is appointed to the full-time Bargaining Unit or to the administration. In such cases, the Member's Seniority Points shall be deemed to have been frozen until such time as they return to the CAS Bargaining Unit. Any Member with Seniority Points shall retain their rights under the Collective Agreement. The Employer shall maintain a seniority list, which includes a Member's overall Seniority Points and/or Seniority Status in each course and the Member's overall accumulated Seniority Points.

- (b) Where two Members co-teach an applicable course they shall receive one (1) Seniority Point each per course co-taught upon successful completion of the contract.
- (c) A term is normally sixteen (16) weeks, and if a Member teaches a course for more than four (4) weeks, the Member shall earn one (1) Seniority Point for teaching that course. No Member shall receive Seniority Points for teaching less than four (4) weeks. Any Member who teaches a course for more than four (4) weeks will be provided with a prorated Professional Expense Reimbursement Fund described in Article 28 and will be eligible to apply for grants from the Academic Support Fund following the process set out in Article 29.

19.2

- (a) Members shall be granted Seniority Status for a course, or a substantially similar course within the same delivery mode, when they have acquired three (3) Seniority Points within a period of seventy-two (72) consecutive months since May 1, 2014 in said course or a substantially similar course provided that the Member has a demonstrated record of satisfactory performance evaluations in said course and at least twenty-four (24) months have passed since the Member first began teaching the course. The Seniority Status will then take effect for the next available round of contract offerings.
- (b) The determination of whether a course is substantially similar to another course for the purpose of acquiring Seniority Points or asserting Seniority Status shall be at the sole discretion of the VPAD.

19.3 In the process of scheduling courses, the Employer shall make a reasonable effort to meet Member requests for the accommodation of external scheduling conflicts. Such requests have no guaranteed outcome and scheduling requirements may result in the Member's request not being met. If the external scheduling needs of the Member cannot be met, the inability to teach the course shall be considered a refusal on the part of the Member.

19.4 A refusal arising from the Member's inability to teach a course during a recognized leave of absence, as provided in Article 27 shall not count as a refusal.

19.5

- (a) A Member shall lose Seniority Status in a course where such Member accrues two (2) consecutive refusals for such course and must re-apply in accordance with 19.2, except in cases where the refusal is the result of the Member's appointment to the full-time Bargaining Unit or to the administration. In such cases, the Member's Seniority Status shall be deemed to have been frozen until such time as they return to the CAS Bargaining Unit. In circumstances where a Member refuses multiple sections of a course within the same Academic Term, this refusal shall only count as one (1) refusal on the part of the Member.
- (b) Where a Member with Seniority Status takes on some sections of a multi-section course, but not all sections of the multi-section course, sections declined do not count as refusals.

19.6

(a) Courses not assigned to full-time academic staff under the terms and conditions of their Collective Agreement shall be offered first to Members holding Seniority Status under this Collective Agreement. Once a Member has achieved Seniority Status in a course, the Employer shall give the Member the right of first refusal as such courses are offered. In situations where two (2) or more Members have Seniority Status in the same course, the decision will be made by the VPAD in accordance with 19.7 below. Where no Member has Seniority Status in the course and where Members have an equal number of Seniority Points, the decision will be made by the VPAD in accordance with 19.7 below.

(b) Courses with Multiple Sections

- i. Where one (1) Member has Seniority Status in a course and multiple sections of said course are offered in an Academic Term, the Member shall have the right of first refusal as such sections are offered.
- ii. Where two (2) or more Members have Seniority Status in the same course and multiple sections of said course are offered in an Academic Term, the number of sections offered to each Member shall be prorated according to the Member's respective Seniority Points in the course, using the following formula and rounding up or down to the nearest whole number:

$$\frac{\text{(Number of Seniority Points in the course held by Member with Status)}}{\text{(Total number of Seniority Points in the course held by all Members with Status)}} \times \text{(Total number of course sections offered)}$$

- iii. Where two (2) or more Members have an equal number of Seniority Points in a course and an uneven number of sections of the course are offered in an Academic Term, the higher number of sections will be offered to the Member with the highest aggregate Seniority Points across all courses. If Members have an equal number of aggregate Seniority Points, the higher number of sections will be offered to the Member who earned Seniority Status in the course first.
- iv. For the purposes of assigning sections to Members holding Seniority Status in multi-section courses, if such Member is appointed to a Definite Term Appointment in the full-time Bargaining Unit, the Member shall be treated as if they had accrued Seniority Points for any courses taught during their Definite Term Appointment.

19.7 When a course is offered in which no Member has Seniority Status or the right of first refusal has been exercised, the Employer shall offer said course to the most qualified Member based upon the VPAD's assessment of the criteria set out in Article 18, Posting, Appointments, and Search Process.

19.8 In the event a Financial Exigency is established within the meaning of Article 37, future course offerings will be allocated to Members on the basis of Seniority Status. Where multiple Members have Seniority Status in the same course, preference will be given to the Member who has the highest number of overall Seniority Points.

19.9 Members with Seniority Status in a course must provide an updated curriculum vitae annually with their right of first refusal offer.

Article 20 – Librarian Member

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Article 21 – Bargaining Status of Administrators

21.1 Administrators are eligible for appointment to academic positions provided they meet the standards for academic appointments established pursuant to this Agreement.

21.2

- (a) A Member appointed to a position excluded by this Agreement shall, upon cessation of the contract, regardless of reason, retain their academic position and enter the Bargaining Unit. Any termination of the Member's academic appointment shall be in accordance with the terms of this Agreement.
- (b) The salary and benefits of an administrator entering or re-entering the Bargaining Unit shall be governed solely in accordance with the terms of this Agreement.
- (c) The Member's length of service for the purpose of this Agreement shall continue to accrue for the duration of such appointment for all relevant purposes.

Article 22 – Legal Liability and Travel Insurance

22.1 The Employer shall maintain liability insurance applicable to civil claims against Members acting within the scope of their employment. Coverage is subject to the terms and conditions set out in the policy in effect at the time the claim is made. The policy and carrier are subject to change provided at least the following coverage is maintained:

- (a) A minimum of \$10,000,000 dollars in respect of eligible damages claims against the Member including those relating to negligence, property loss, personal injury, defamation, and slander; and
- (b) All reasonable and necessary legal costs personally incurred by the Member to a maximum of \$100,000 per individual claim, subject to an annual aggregate Employer total of \$500,000 *per annum*.

22.2 The Employer shall provide the Association with a copy of the insurance policy, and any amendments to such policy, including notification of any change in carrier.

22.3 The Employer shall maintain a travel and accident insurance coverage policy comparable to that detailed in Appendix A of Policy 31 at the University of Waterloo.

Article 23 – Workload of Members

23.1 Members teach and adhere to teaching policies governing:

- i. the preparation of, and adherence to, academic course syllabi;
- ii. the grading of student assignments;
- iii. the posting of reasonable office hours and the availability to meet with students; and

- iv. the submission of grades as required by departmental / program practice.

Article 24 – Course Cancellation Compensation

24.1 In the event a Member's course appointment is cancelled by the Employer, the Member shall be entitled to compensation as follows:

- (a) if an appointment is cancelled after a signed contract has been received by the VPAD's Office, and up to fifteen (15) days prior to the commencement of the Academic Term, and the Member does not receive an offer of an equivalent alternate appointment with the Employer for such term, the Employer shall pay the Member \$550;
- (b) if an appointment is cancelled within the fifteen (15) day period prior to the commencement of the Academic Term, and the Member does not receive an offer of an equivalent alternate appointment with the Employer for such term, the Employer shall pay the Member \$1100;
- (c) if an appointment is cancelled after the commencement of the Academic Term, the Member shall receive:
 - i. the compensation under (a) above; and
 - ii. payment for work performed at the rate of one sixteenth (1/16) per week, or part thereof, from the commencement of classes up to and including the day on which the appointment is cancelled, calculated utilizing the Sessional Stipend rate.
- (d) The Employer shall make all payments for course cancellation compensation by no later than October 15, February 15, or June 15, depending upon the relevant Academic Term.

Article 25 – Class Coverage Allowance and Grading Assistance

25.1 Where student enrolment at the end of the UW "drop, no penalty period" exceeds the course cap set out in the applicable offer letter, the Member teaching such course shall be paid an allowance of \$23 per student over such course cap. Payment of the allowance shall be remitted on the final payment date for the course.

25.2 Members teaching courses with significant grading requirements may submit a request for grading assistance to the relevant Department Chair or Program Director. The Department Chair or Program Director shall consult with the VPAD, who will determine what, if any, grading assistance may be provided.

Article 26 – Working Conditions

26.1

- (a) The Employer shall provide a communal office space containing the following:
 - i. desks and chairs;
 - ii. office supplies;

- iii. a printer;
 - iv. a telephone; and
 - v. computers with licensed software ("Equipment") as reasonably necessary from time to time for Members to perform their duties and responsibilities; the Employer shall also replace and/or update such Equipment as reasonably necessary, and not less than once every five (5) years.
- (b) The Employer shall provide a reasonable number of private office spaces, each containing the following:
- i. a desk and chairs;
 - ii. office supplies;
 - iii. a telephone;
 - iv. a filing cabinet; and
 - v. a computer with the same Equipment as above.
- (c) The Employer shall provide storage spaces for Members.
- (d) The VPAD will consult from time to time with the Association regarding office space and other issues related to Member working conditions.

26.2

- (a) The Employer shall also provide access to information systems services for Members as reasonably necessary to support them in performing their duties and responsibilities.
- (b) The Employer shall provide and activate an SJU email account for each Member as expeditiously as practicable following receipt of the Member's signed appointment letter. The account will be suspended whenever a Member is inactive for two (2) or more consecutive Academic Terms.
- (c) The Employer shall provide library privileges as expeditiously as practicable following receipt of the Member's signed appointment letter. Library privileges will be suspended whenever a Member is inactive for two (2) or more consecutive Academic Terms.
- (d) The usage of information technology and services is subject to UW policy and procedures.

26.3 Members teaching at least one (1) course in the Academic Term shall be eligible for a per day parking rate fixed at twenty (20%) percent of the monthly rate in effect for regular academic staff at the University for such Academic Term. Members shall declare their parking eligibility days at least one (1) week before their commencement date.

26.4 The Employer shall provide Members teaching at least one (1) course in the Academic Term with the preferred meal rate program and complimentary beverages in such Academic Term in accordance with the terms and conditions applicable to the Employer and its food and beverage supplier.

26.5 The Employer shall provide Members teaching at least one (1) course in the Academic Term with access to:

- (a) photocopier;

- (b) library services; and
- (c) secure mail services.

Article 27 – Leaves of Absence

27.1 Entitlement to Leaves of Absence shall be determined in accordance with UW policy applicable to Members as may be in effect at the relevant time. Eligibility for such leaves shall be determined by the Employer, in accordance with such policy and applicable legislation. In addition to prorated Sick Leave under UW Policy 23, Members are eligible to be granted additional leave with pay for a period of up to two (2) weeks in the event of illness subject to the continuation of the practice of other Members in the CAS Bargaining Unit or a Member in the full-time Bargaining Unit voluntarily covering the teaching of the Member's courses during their period of illness.

27.2 Members are eligible for time off for bereavement as follows:

- (a) Immediate Family of the Member (spouse, partner, parent, child, sibling) – four (4) days
- (b) Extended Family of the Member (grandparent, aunt, uncle, cousin, in-laws) – two (2) days

Where the Member attends a funeral or other similar service for a death as above, outside of the Province of Ontario, but within North America, a further two (2) days may be allowed. Where such funeral or other service is outside North America, a further three (3) days may be allowed.

27.3 Members may request an unpaid leave of absence of a fixed duration not exceeding (12) twelve months, upon consultation with their Department Chair or Program Director and with the approval of the VPAD (such consent shall not be unreasonably withheld). Course offerings made during such leave period shall not count as a refusal against the Member's right of first refusal as set out in Article 19.4.

27.4 Jury and Witness Duty

If a Member is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law, the Member shall not suffer loss of pay because of such attendance provided that the Member provides to the Employer:

- (a) Notification immediately upon receiving notification that he/she will be required to attend at a court;
- (b) Proof of service requiring the Member's attendance;
- (c) The full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

Article 28 – Professional Expense Reimbursement Fund

28.1 The Employer shall provide each Member with a Professional Expense Reimbursement Fund ("PERF") in the amount of \$200 for each course taught. PERF allotments will be remitted to the Member on their first pay of the term in which it applies. It is the Member's responsibility to ensure that the funds are used for non-taxable professional expenses in accordance with Tri-Council guidelines, and to retain all receipts for at least six years in accordance with CRA requirements.

Article 29 – Academic Support Fund

29.1 The Employer shall establish an Academic Support Fund (“ASF”) in the amount of \$15,000 per Fiscal Year, divided into allotments of one-third per Academic Term. Beginning with the 2023-2024 academic year, there shall be an increase of \$9,000 to the ASF related to the Fellowship Program described in Article 13 of the Memorandum of Settlement. This brings the total amount of contributions to the fund to \$24,000 per year. Any unused portion of the ASF in an Academic Term shall be carried forward within the Fiscal Year. Any unused portion of the ASF remaining at the end of the Fiscal Year shall be carried forward to the next Fiscal Year and applied in addition to the base amount in that Fiscal Year, to a global yearly maximum of \$35,000.

29.2 Members are eligible to apply for grants from the ASF to a maximum of \$1500 per Member in the Fiscal Year. The eligible expenditures for ASF grants shall consist of conference fees and related expenses, professional development, and course development.

29.3 Members apply during a term in which they teach. Expenses are not tied to the term in which the Member teaches, but rather apply to that full Fiscal Year.

29.4 Applications shall be submitted by Members on or before June 15 for the Spring Academic Term, October 15 for the Fall Academic Term, and February 15 for the Winter Academic Term.

29.5 The VPAD will receive and consider the applications and determine what funds, if any, will be provided to the Member from the ASF.

29.6 The VPAD’s decisions on applications are not subject to the grievance and arbitration procedure.

Article 30 – Travel Allowance

30.1 The Employer shall provide commuting Members with a travel allowance consistent with and on the same terms as that offered by the Faculty of Arts at UW where the Member’s principal residence is eighty (80) kilometers or more from the Employer’s teaching premises.

30.2 The maintenance and administration of this allowance is subject to change from time to time in accordance with the prevailing guidelines, interpretation bulletins and other policies promulgated by the Canada Revenue Agency.

Article 31 – Travel

31.1 The Employer shall reimburse Members for approved travel expenses incurred while on University-related business per the University policy on Expenses.

Article 32 – Member Compensation

32.1 Members shall be paid a Sessional Stipend for each course fully taught. Members contracted to complete a course in progress shall be paid a prorated Sessional Stipend per week, or part thereof.

32.2 At point of first hire, a newly hired Member will receive a one-time payment of \$200 for time spent in conducting on-boarding activities, such as attending mandatory orientation and completing required

training. Thereafter, any additional training required by the Employer for a Member will be compensated at a rate of \$49 per hour.

32.3 Members are not required to perform service for the University. However:

- (a) A Member may voluntarily participate on the SJUSC per the St. Jerome's University Senate Council Terms of Reference. In recognition of this participation on SJUSC and the Member's contribution to the University, the Member shall receive \$98 (\$49 per hour per two [2] hour meeting) per meeting attended, to be paid at the final pay cycle of each respective Academic Term.
- (b) Members appointed to the JHSC shall be compensated for attending meetings and carrying out inspections at an hourly rate of \$49. Timesheets must be completed by the Member and submitted to the Office of Finance and Administration.
- (c) In the case of a Member being appointed to serve as President of the Association, the Employer shall grant the Association one (1) Sessional Stipend in lieu of the course release provided for under Article 6.1(a) of the full-time Collective Agreement.

32.4 A Member who designs a new online course shall receive the equivalent of two Sessional Stipends paid in two equal installments: the first will be upon the start of the work, the second will be upon full completion.

Article 33 – Pay in Lieu of Extended Health Benefits

33.1 Beginning on or after September 1, 2024 and on a go-forward basis only, Members who teach at least one (1) course per term for at least three (3) consecutive terms will, beginning in the third consecutive term, receive an amount equivalent to 3% of their Sessional Stipend in lieu of extended health benefits.

Article 34 – Confidential Human Resources and Dean's Files

34.1 Confidential Human Resources File

- (a) The Employer shall maintain individual Confidential Human Resources Files to track Member employment status. The files will be maintained in a secure location within the Human Resources Department and include the following information relating to employment:
 - i. Letter(s) of appointment;
 - ii. Curriculum Vita;
 - iii. Formal counselling and / or disciplinary notations arising under this Collective Agreement;
 - iv. Information relating to accommodation and absence management;
 - v. Information relating to claims under the Workplace Safety & Insurance Act;
 - vi. Legally required documentation;
 - vii. Documents prescribed in other parts of this Collective Agreement; and

viii. Any other employment-related documents provided the subject Member is notified in writing and copied on the addition at least twenty-four (24) hours in advance of filing.

(b) Removal of Disciplinary Notations from Confidential Human Resources File

i. Any material relating to formal counselling and / or disciplinary action taken against such Member shall be removed from the Confidential Human Resources File after thirty-six (36) months without further disciplinary incident.

34.2 Confidential Dean's File

Documents and materials used by the VPAD to track Members' performance, teaching load, and decanal correspondence shall be maintained in a Confidential Dean's File securely maintained in the VPAD's Office.

34.3 Access to Confidential Dean's File and Human Resources File

(a) Members shall have a right to review the foregoing files during regular business hours. The Employer shall, within three (3) business days of such request, make the file available for the Member's review. The Member may obtain copies of the information contained in such file, append written comments thereto and, space permitting, additional relevant documentation or reference to such material.

(b) The Employer shall limit access to the foregoing files to the President, VPAD, VPAD's Office, and to the Human Resources staff, except on the Member's written consent, by law, or pursuant to proceedings commenced under the Collective Agreement.

34.4 The foregoing files shall be managed and safeguarded in accordance with the *Freedom of Information and Protection of Privacy Act* as well as the *Personal Health Information Protection Act*.

Article 35 – Harassment and Discrimination

35.1

(a) The Parties recognize a mutual obligation to foster an environment that is free from harassment or discrimination and to refrain from any conduct, which is contrary to the Human Rights Code, Occupational Health and Safety Act, or Article 9 (Non-discrimination) of this Agreement.

(b) Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment also includes unwelcome sexual solicitations or advances, as well as reprisals because such solicitations or advances have been refused.

35.2

(a) Members have the right to seek assistance from the Ontario Human Rights Commission at any stage. Members shall be permitted to file a grievance alleging harassment under Article 11 only in the following circumstances:

i. Once the procedures under this Article 34 have been exhausted; or

ii. If the Member alleges that there has been non-compliance with the procedures set out in this Article.

- (b) All procedures under this Article shall be guided by the paramount need to ensure that complainants, respondents, and witnesses are treated fairly. Every reasonable effort will be made to safeguard the rights of both complainants and respondents. Both complainants and respondents have the right to be accompanied by a representative of his / her choice.
- (c) Wherever possible, complainants and respondents shall attempt to resolve the conflict between the complainant and the respondent informally or by mediation. Unless otherwise required by law, disciplinary measures under this Article will be imposed only after an informal resolution or mediation of the alleged incidences has been attempted and has failed, or has been declined, as the case may be.
- (d) A Member who is a participant in these procedures may consult with the Association.
- (e) All statements and disclosures made, information furnished, and documents and exhibits provided, or presented by the complainant, the respondent, or other persons to the Harassment Advisor (see 34.8) or the Investigator (see 34.7), shall be treated as confidential except as required by law, and shall not be publicly disclosed by the Harassment Advisor or the Investigator without the consent of the complainant, respondent, or other Parties providing such information.

Where the Harassment Advisor or Investigator has a concern that the circumstances may engage protections under the Occupational Health and Safety Act or otherwise present an ongoing risk of liability to the Employer under the Ontario Human Rights Code or at law, the Harassment Advisor or the Investigator may disclose relevant information to the President necessary for the Employer to address such matters.

The information received by the President under this provision shall not be placed in the Member's Confidential Human Resources File.

- (f) Reprisals, retaliation, or threats of reprisals against anyone for pursuing his / her rights under this Article, for having participated in the procedures, or for acting in any role under these procedures are prohibited.
- (g) Where a complaint under this Article is made against the President, the Chair of the Board will be substituted as the responsible Employer official where necessary.

35.3

- (a) Members considering the activation of the Harassment Resolution Procedure in this Article are encouraged to seek advice and support from the Harassment Advisor, the Conflict Management and Human Rights Office at the University of Waterloo, the University of Waterloo Police, or a representative of the Association in order to clarify or discuss possible situations which may or may not constitute harassment.
- (b) At any stage, the complainant may decide whether to continue with the resolution procedures, move to mediation, request a formal investigation, or withdraw the complaint.
- (c) Should the complainant commence proceedings before the Human Rights Tribunal or in the courts, or should any criminal prosecution be commenced concerning the circumstances of a complaint of harassment under this Article, the Employer may elect to suspend the Harassment Resolution Procedure under this Article, until those other proceedings are concluded.

35.4 Harassment Resolution Procedure

- (a) The contact person for Members seeking to activate the Harassment Resolution Procedure is the Harassment Advisor. In the absence of exceptional circumstances, a complainant must contact the Harassment Advisor within four (4) months of the latest alleged incident to activate the Harassment

Resolution Procedure. Upon first contact, the Harassment Advisor shall consult with the complainant with regard to the circumstances of the incidences under consideration. Following the consultation with the Harassment Advisor, the complainant shall indicate whether he/she elects to:

- i. Take no further action; or
 - ii. Proceed with the following three options:
 1. Informal Resolution facilitated by the Harassment Advisor;
 2. Mediation;
 3. Formal Investigation.
- (b) If the complainant elects to proceed with informal resolution or mediation, the complainant shall make a written statement, signed and dated, of the circumstances of the alleged incidences, and shall provide written authorization for the Harassment Advisor to proceed with informal resolution or mediation.

35.5 Informal Resolution

- (a) The Harassment Advisor assists the complainant in clarifying the allegations and in considering possible means of resolution.
- (b) Upon receipt of the written statement of complaint, the Harassment Advisor will provide the respondent with a written summary of the same, and will invite the respondent to reply in writing. The Harassment Advisor will discuss the complaint with both Parties and attempt to resolve the complaint fairly and acceptably to both Parties, including by way of an informal third party effort at conciliation.
- (c) If a fair and acceptable resolution is reached with the Harassment Advisor, both Parties will sign a statement to that effect, which will be filed with the Harassment Advisor. No further action on the complaint, so resolved, will be taken unless the Parties fail to comply with the terms on which the complaint is resolved.
- (d) If a fair and acceptable resolution is not reached by the Harassment Advisor within twenty (20) working days of receipt of the written statement of complaint, the Harassment Advisor will so inform the Parties in writing and the complainant may then elect to:
 - i. Withdraw the complaint;
 - ii. Request that a mediation be conducted under 34.6; or
 - iii. Request that the complaint be referred to the President for a Formal Investigation.
- (e) If the complainant fails to make an election under 34.5 (d) within ten (10) working days of the expiry of the twenty (20) working day period allowed for informal resolution under that clause, the complaint shall be deemed to be withdrawn by the complainant and no further action will be taken by the Harassment Advisor.

35.6 Mediation

- (a) In the event that no informal resolution under 34.5 is reached, and where the complainant and the respondent have agreed to seek a resolution through mediation, an independent mediator shall be selected by the Harassment Advisor from a list of mediators agreed to by the Employer and the Association. The mediator shall agree to complete the mediation within twenty (20) working days of accepting the invitation to mediate the complaint.

- (b) If the mediator succeeds in assisting the complainant and the respondent in reaching a settlement of the complaint, the terms of the settlement shall be stated in writing, signed by the complainant, the respondent, and the mediator, and copied to the Employer and the Association. If a settlement entails action on the part of the Employer, such settlement is conditional upon Employer approval.
- (c) No record of the complaint or the mediated settlement shall be placed by the Employer in any of the Member's Confidential Files established under Article 33.
- (d) In the event that mediation fails, the mediator shall make a report to that effect to the Harassment Advisor within twenty (20) working days of accepting the invitation to mediate. The mediator's report shall be copied to the complainant and the respondent.
- (e) Within ten (10) working days of receipt of this report, the complainant may request, or the Harassment Advisor may recommend that the President undertake a Formal Investigation. If such a request or recommendation is made, the respondent shall be notified in writing by the Harassment Advisor. The request for a Formal Investigation shall include a written statement of the complaint, the respondent's written response, if any, the mediator's report, and other documents considered by the Harassment Advisor and mediator in their efforts to resolve the complaint.
- (f) If no request or recommendation for a Formal Investigation is made within ten (10) working days of the receipt of the mediator's report, the complaint shall be considered to have been withdrawn and no further action shall be taken, except where required by law. No record of the complaint shall be placed by the Employer in any Confidential Files established under Article 33.

35.7 Formal Investigation

- (a) Within ten (10) working days following the receipt of the request or recommendation for a Formal Investigation, or otherwise as may be required by law, the President shall appoint an investigator from a standing list of investigators prepared by the Employer, in consultation with the Association, to investigate and report on the complaint. The investigator shall not be the Harassment Advisor or the VPAD. The Employer shall notify the Association of the name of the investigator and the name of the Member who has made the complaint and / or the name of the Member against whom the complaint has been made.
- (b) Within twenty (20) working days of appointment, the investigator shall submit a written report to the President. The report shall include a copy of the signed complaint, the written response, if any, of the respondent, and a finding as to whether the complaint has been upheld or not with a statement of reasons for that finding.
- (c) Within ten (10) working days following the receipt of this report, the President shall notify the respondent in writing, with a copy to the Association, of the outcome of the investigation, including any actions or sanctions he / she proposes to impose on the respondent. The President shall also inform the complainant in writing of the outcome of the investigation.
- (d) A statement from the President that a Member was guilty of harassment with or without any formal sanctions constitutes discipline under Article 14, and may be grieved. Any disciplinary action imposed on a Member for harassment shall be subject to the grievance and arbitration procedures of Article 11 (Grievance and Arbitration).
- (e) If the Employer decides after Formal Investigation not to take disciplinary action against the respondent or if an arbitration decides in favour of the respondent, the Employer shall remove all documentation concerning the allegation from the Members' Confidential Files established under Article 33.

35.8 Harassment Advisor

- (a) The Employer shall hire a Harassment Advisor mutually agreeable to the Association.
- (b) In the event that the Harassment Advisor has a conflict of interest, or knows of any other circumstance which would inhibit fulfilling his / her role in a fair and impartial manner, the Harassment Advisor shall report the existence of such circumstances to the President who shall select an alternate candidate in accordance with 34.8(a).
- (c) By 1 June each year, the Harassment Advisor shall submit an annual report to the President with a copy to the Association. This report shall provide an anonymous statistical record of the number of complaints, informal resolutions, mediations, and formal investigations, and shall include any observations and recommendations the Harassment Advisor may have with respect to the operation of this Article.

Article 36 – Term and Duration of the Agreement

- (a) The Agreement shall be binding on both Parties and shall have a duration of 3 October 2022 through to 30 April 2025. This Agreement shall automatically renew itself on 30 April 2025 for a period of one (1) year, and for successive one (1) year periods thereafter, unless either Party notifies the other in writing within the period of ninety (90) days prior to 30 April 2025, and any subsequent expiry date thereafter, that it desires to bargain with a view to the renewal, with or without modifications, of this Agreement, or that it desires to bargain with a view to the making of a new Agreement.
- (b) In the event of notice being given requesting negotiations to amend this Agreement in accordance with (a), the negotiations shall commence within fifteen (15) days following receipt of notification and thereafter both Parties shall negotiate in good faith.
- (c) This Agreement shall remain in full force until either a new Collective Agreement has been ratified by both Parties or, following conciliation, a strike or lockout is declared in accordance with the Ontario *Labour Relations Act* (1995).

Article 37 – Academic Misconduct

37.1 Definition

Academic misconduct is defined as:

- (a) Fabrication, falsification, or plagiarism in the dissemination of research, but does not include those factors intrinsic to the process of academic research, such as honest error, conflicting data or differences in interpretation or assessment of data or of experimental design;
- (b) Material failure to comply with relevant federal or provincial statutes or regulations for the protection of researchers, human subjects, or the health and safety of the public, or for the welfare of laboratory animals;
- (c) Failure to reveal any material conflict of interest to the sponsors when asked to undertake reviews of research grant applications or manuscripts for publication, or to test products for sale or distribution to the public; or

- (d) Failure to reveal to the Employer any material financial interest in a company that contracts with St. Jerome's University or the University of Waterloo to undertake research, particularly research involving the company's products, materials, or services. Material financial interest includes ownership, substantial stock holding, a directorship, significant honoraria or consulting fees, but does not include routine stock holding in a large publicly traded company.

37.2 Report and Management of Allegations

37.2.1

- (a) All allegations of academic misconduct shall be in writing, with documented evidence, signed, dated, and forwarded to the President. The President may refer the allegations to a designate.
- (b) The President or designate shall deal with the allegations in order to determine whether or not there is a need for formal investigation. The President or designate shall meet with the Member promptly, fairly, and judiciously to discuss the nature of the allegations and allow the Member an opportunity to respond to the allegations. The Member shall be advised of her / his right to be represented by the Association and have a Member of the Association present at the informal meeting. Any statements made by the Member during these discussions shall be without prejudice.
- (c) If in her / his judgement the allegations have sufficient substance to warrant formal investigation, the President or designate shall inform the Member named in the allegations, and the Association, in writing and with a summary of the allegations of sufficient detail to permit the Member a fair opportunity to respond if he / she wishes.
- (d) No person consulted by the Employer concerning the case shall be appointed an arbitrator in any subsequent arbitration dealing with these allegations.

37.2.2 The formal investigation process commences when the Member named in the allegations has received the written notice. The President or designate shall have thirty (30) working days from issuing the written notice to conduct the formal investigation. The Member shall be informed of her / his right to be represented by the Association at all meetings during the formal investigation. Any finding of academic misconduct shall require clear, cogent, and convincing proof of such misconduct.

37.2.3 After being informed of the results of an investigation, a Member shall have the right to meet with the President to provide explanations and to make submissions, before any disciplinary action is undertaken.

37.2.4

- (a) Any discipline imposed on a Member for academic misconduct is subject to normal grievance procedures except that the Parties agree that cases involving accusations of academic misconduct will proceed directly to arbitration.
- (b) A statement from the Employer that a person was guilty of academic misconduct constitutes discipline.

37.2.5 The Employer shall take such steps as it determines necessary and reasonable to:

- (a) Protect the reputation and credibility of Members wrongfully accused of academic misconduct, including written notification of the decision to all agencies, publishers, or individuals who were informed by the Employer of the investigation;
- (b) Protect from reprisal Members who in good faith make allegations of academic misconduct, or whom it calls as witnesses in an investigation. Such protection may include the provision of legal

counsel should the Member be sued for their participation in any investigation or in arbitration proceedings.

The Employer shall take disciplinary action against Members or students who make unfounded allegations of academic misconduct, which are reckless, malicious, or not in good faith.

37.2.6 If the Employer's investigation or the arbitration board sustains an accusation of academic misconduct related to a Member's research, and if that research is funded by an outside agency or has been published or submitted for publication, the President shall inform the agency or publisher concerned of the decision, as well as the Association and the complainant. In any event, if the outside agency or publisher has been informed of the proceedings before a judgement has been rendered, the President shall send a copy of the decision to the concerned agency or publisher.

Article 38 – Financial Exigency

38.1 Preamble. The Parties agree that the primary aims of St. Jerome's University are teaching, scholarship and research, and that the first duty of the University is to ensure that its academic priorities remain paramount, particularly with regard to the quality of instruction and research, and the preservation of academic freedom.

38.2 The term financial exigency denotes the extraordinary and rare condition in which substantial and recurring financial deficits in the total University budget have occurred or, on the basis of generally accepted accounting principles, are projected to be ongoing, thereby placing the solvency of the University as a whole in serious jeopardy. This article is invoked only in the event of a declaration of financial exigency in which lay-off of Members is proposed as a part of the resolution process.

38.3 In the event the President considers that a financial exigency exists within the meaning given above, he / she shall formulate a report, together with a preliminary plan to deal with the emergency. The President's report shall include both a specification of the precise nature of the problem faced by the University and accompanying information, including economies taken to date, to support his / her conclusion, and it shall document the reasons supporting the lay-off of Members, including the number of Member lay-offs that are deemed by the President to be necessary. Further, the President shall:

- (a) provide the information identified above to the Board of Governors, to the SJUSC and to the Association;
- (b) impose a University-wide hiring freeze until the exigency has been resolved;
- (c) within fifteen (15) working days of declaring a financial exigency establish a five-member Financial Exigency Commission (FEC), with membership specified in 37.5(a) below to adjudicate his / her declaration of financial exigency.

38.4 The Association shall have the right to receive from the University additional relevant information as requested by the Association President and agreed to by the President, such agreement not to be unreasonably withheld.

38.5 Structure of the Financial Exigency Commission (FEC)

- (a) The FEC shall be composed of three individuals who are at arm's-length from St. Jerome's University and the Association, plus two senior members of the SJU professoriate. Of the three individuals at arm's-length, one shall be appointed by the President, one by the Association, and the third appointed jointly by the President and the Association. One of the two senior members of the SJU professoriate shall be appointed by the President, the other by the Association.

- (b) The jointly-appointed arm's-length member of the FEC shall serve as Chair and normally shall be a person familiar with university finances. Should no agreement be achievable on the appointment of the third member of the FEC, the Chief Justice of Ontario shall be asked to make the appointment.

38.6 The FEC shall determine its own terms of reference and decision-making procedures consistent with generally recognized principles of natural justice. All reasonable expenses of the FEC established under this Article shall be borne by the University.

38.7 The onus shall be on the President to establish to the satisfaction of the FEC that a state of financial exigency exists within the meaning of 37.2. To this end, the President shall disclose all information that is related to the claimed financial exigency and / or deemed relevant by the FEC. The FEC may consult with any person or group of persons, internal or external to St. Jerome's University. In particular, it will receive any preliminary input that SJUSC may choose to provide regarding proposed program redundancies.

38.8 The FEC shall, within forty (40) days of being constituted, prepare a report that analyzes both the extent and the nature of the financial problems identified by the President, as well as the potential impact of the plan on the academic programs of St. Jerome's University. The FEC report shall be submitted to the Chair of the Board of Governors, with copies to the Presidents of the University and the Association, and to the SJUSC. If there are recommendations for program redundancies in the plan, the SJUSC will then have a further fourteen (14) days to determine what, if any, program redundancies for bona fide academic reasons in the context of a confirmed declaration of financial exigency it approves and recommends to the Board. A copy of the SJUSC report shall be sent to the FEC, which shall have an additional ten (10) days to prepare a supplementary report as a result. The FEC supplementary report shall be submitted to the Chair of the Board of Governors, with a copy to the Presidents of the University and the Association.

If the FEC supports the President's contention that faculty lay-offs are necessary, it will address in its report the proposed number of lay-offs in both the academic and support staff components of St. Jerome's University with a view to ensuring that a balance between these two sectors is maintained.

Given the academic nature of the University, the Employer in its actions shall ensure that the academic well-being of St. Jerome's University is preserved to the maximum extent possible.

38.9 When preparing its report, the FEC shall consider all submissions on St. Jerome's University's financial condition. Specifically, it shall consider and respond (with reasons) to each of the following questions:

- (a) Is there indeed a substantial and ongoing financial crisis with respect to the total operating budget, which threatens the financial viability of St. Jerome's University?
- (b) In view of the primacy of academic goals at the University, is a reduction in the number of Members through layoff an operationally justifiable type of cost saving?
- (c) Have all reasonable means of achieving cost saving in all areas of the University budget (short of the lay-off of Members) been explored and implemented? In particular, have all reasonable means been taken to reduce costs through Members' voluntary early retirement, voluntary resignation, voluntary transfer to reduced load status and redeployment?
- (d) Have all reasonable means for improving St. Jerome's University's revenue position, including efforts to secure further assistance from the Provincial Government, been explored and taken into account?
- (e) Is the number of proposed faculty lay-offs consistent with enrolment projections?

38.10 In its report, the FEC shall confirm or reject the declaration of financial exigency.

- (a) If the FEC finds that a state of financial exigency does not exist, no lay-off of Members or reduction in the faculty complement shall take place for budgetary reasons. The report shall specify the reasons for its finding, and shall recommend additional and/or alternative ways in which it believes that St. Jerome's University may resolve its financial problems.
- (b) In the event that the FEC finds that a state of financial exigency does exist, its Report shall recommend the amount of reduction required, if any, in the budgetary allocation to Member salaries and benefits. The FEC shall also specify the number of Member lay-offs that may be required in order to effect the proposed reduction. If the number of lay-offs specified by the FEC differs from the number proposed by the President, reasons for the difference must be provided. Any reduction in the budgetary allocation for Members shall be made conditional upon ongoing exploration of alternative cost-saving measures by the Employer.

38.11 The Employer has the responsibility for implementing actions arising out of the FEC Report, and shall provide reasons why specific recommendations of the FEC were not carried out. The FEC shall also be afforded the opportunity to make an oral presentation to the Board.

38.12 Any time limits under this Article may be extended by agreement, in writing, between the two Parties. Such agreement may not be unreasonably denied.

38.13 Lay-off is an exceptional action which shall be taken only after St. Jerome's University has exhausted all reasonable means to alleviate the financial exigency by applying rigorous economies in all areas of its present and projected expenditures, by using all reasonable means of improving its income, and by using all other means of making the necessary reductions in the employee groups in a manner which best maintains the academic viability of St. Jerome's University. Any lay-offs under this Article shall occur only to the extent necessary to alleviate the financial exigency.

38.14 LAY-OFFS

Preamble. Under normal circumstances, no Member shall be dismissed, suspended, suffer employment contract termination, or otherwise be penalized with respect to terms and conditions of employment and/or rights and privileges relating to employment for budgetary reasons. Lay-off of Members who hold ongoing appointments (whether tenured, tenure-track, or continuing) or definite-term appointments (in advance of their normal expiry date) is an exceptional action, which may occur only in accordance with this Article.

In no case shall the number of months during which salary is paid under this Article exceed the time remaining until a Member's officially declared retirement date, nor shall such Member have any recall rights.

Lay-off pursuant to this Article is not dismissal for cause, and shall not be recorded or reported as such.

All payments under this Article shall be based on a Member's compensation under Article 32.

38.15 Association Membership While on Lay-Off

Members who are laid off in accordance with this Article remain Members of the Association while not employed by the University for a period not to exceed three (3) years or until they accept full-time employment elsewhere. The Association shall waive payment of membership dues or amounts equal to its membership dues for such Members during this period.

38.16 Criteria and Process for Lay-Off Under Financial Exigency

When a declaration of financial exigency has been confirmed, and no satisfactory provision can be made by the University for the continued employment of all Members and, as a financial exigency may affect the ability of St. Jerome's University to carry on its mission, a plan for reduction in the number of Members employed by St. Jerome's University shall be prepared by the President and the VPAD in consultation with the SJUSC and the President of the Association. This plan shall be structured so that the University may continue to operate as far as possible in accordance with its mission, and may propose vertical cuts (involving full or partial program redundancies), across-the-board cuts, or some combination of vertical and across-the-board cuts. Program redundancies will require the approval of the SJUSC.

The plan shall also provide that faculty who are to be laid off other than through program redundancies shall be laid off in this order: all non-regular faculty members (which for the purpose of Article 37 means Members as defined under this Collective Agreement) before regular faculty members, and, among regular faculty members, continuing lecturers and definite-term before tenure-track, and tenure-track before tenured appointments.

38.17 Notice of Lay-Off Under Confirmed Financial Exigency

The President shall provide written notice to Members who are to be laid off in accordance with Article 37 under a confirmed financial exigency, with copies of the individual notices to the Association, as much in advance of the date of lay-off as possible, but not less than:

- (a) the greater of eight (8) weeks in advance of the lay-off date or that required under *Employment Standards Act, 2000*, for Members under this Collective Agreement.

By informing a Member and the Association in writing twenty (20) days in advance, the University may lay off a Member with pay in lieu of notice or with a combination of notice and pay in lieu of notice totalling the appropriate notice period above.

38.18 Severance Arrangements for Lay-Off Under Confirmed Financial Exigency

A Member who is laid off under the terms of Article 37 under confirmed financial exigency shall be entitled to the following severance arrangements, in addition to the notice set out in 37.17:

- (a) severance pay as calculated in accordance with the *Employment Standards Act, 2000* for Members under this Collective Agreement.

38.19 Rights of First Refusal, or Recall

In the event that, within three (3) years from the date at which lay-off begins, a position becomes available through retirement, resignation, death, or the cessation of the state of financial exigency, Members who have been laid off for reasons of financial exigency or program redundancy shall be informed of the vacancy in writing. A Member who chooses to apply shall have the right of first refusal for any position in her / his original Department for which that Member is qualified.

- (a) In the event there is no Member on the recall list who is qualified or if no Member accepts a recall, and if the Association agrees that the recall provision has been exercised properly, the University may proceed to fill a vacancy through normal recruiting and appointment procedures.
- (b) Laid-off Members shall be recalled in reverse order to the specific order of lay-offs determined by the University under 37.16.

- (c) Members who are recalled to service in the University shall retain all rights and entitlements that would be in place had the Member not been laid off. The compensation of the recalled Member shall be that held at the time of lay-off, altered by any applicable changes.
- (d) A Member who is recalled to an area or position at St. Jerome's University other than in her / his original discipline retains the right of first refusal for any opening in the original discipline.
- (e) A Member being offered recall shall be notified in writing by registered mail sent to the Member's last known address, with a copy to the Association. The Member shall have twenty-five (25) working days in which to respond to the recall offer and shall have up to six (6) months from receipt of notice of recall to terminate other obligations and recommence employment at the University.
- (f) If a Member is offered a temporary recall (e.g. as a leave replacement) it may be refused by the Member without prejudicing recall rights. If a Member fails to respond to a recall, or refuses a recall that is not specified as temporary, the Member's name will be removed from the recall list.
- (g) Members who have secured alternative ongoing full-time employment outside St. Jerome's University that is substantially equivalent to their duties at St. Jerome's shall be removed from the recall list.

38.20 Rights and Benefits During Recall Period

- (a) For the lay-off period during which a Member is eligible for recall, he / she shall continue to have full access to Library facilities on the same basis as on-site Members. In addition, Departments shall endeavour to maintain a full range of collegial contacts with laid-off Members, and to provide them with access to office space, laboratory, and computer facilities so that they may maintain their professional skills, provided laid-off Members continue to make use of these facilities in order to keep up with ongoing work in their fields.
- (b) A Member on lay-off who is recalled shall repay any portion of the severance allowance specified in 37.17 that exceeds the entitlement that would have been obtained had he / she continued to occupy his / her position held prior to lay-off.
- (c) A Member who has already received the severance allowance referred to in 37.17 and who is recalled and laid off a second time shall receive that allowance again, minus any net amount received as a consequence of the first lay-off.

38.21 Only disputes arising out of the failure to follow the foregoing procedures, or claims of arbitrary, discriminatory, or capricious considerations in such procedures, may be the subject of the Grievance and Arbitration process set out in the Collective Agreement and are referable directly to arbitration.

MEMORANDUM OF SETTLEMENT

BETWEEN

**BARGAINING TEAM FOR THE
ST. JEROME'S UNIVERSITY BOARD OF GOVERNORS**

(the "Employer Team")

- and -

**BARGAINING TEAM FOR THE
ST. JEROME'S UNIVERSITY CONTRACT ACADEMIC STAFF ASSOCIATION**

(the "Association Team")

WHEREAS the Parties met and engaged in bargaining for a renewal of the Collective Agreement which expired on April 24, 2022;

AND WHEREAS the Parties are desirous of entering into a renewal Collective Agreement regarding the terms and conditions of employment for Contract Academic Staff;

AND WHEREAS the Parties have resolved a settlement amending the Collective Agreement expiring April 24, 2022 and the term of the renewal Collective Agreement will be from the date of ratification by both Parties to April 30, 2025,

THE PARTIES HERETO AGREE AS FOLLOWS:

1. The term of the renewal Collective Agreement will have no retroactive effect whatsoever prior to the date of ratification other than as expressly set out in writing in this Memorandum of Settlement.
2. Members who were assigned and taught courses on and after May 1, 2022 will be eligible for and receive a total of \$200 for each course taught from the Professional Expense Reimbursement Fund.
3. One Time Only De-coupling of University of Waterloo (UW) Stipends, Including Any Stipend Increases, From September 1:
 - (a) Sessional Stipend is defined in the Collective Agreement to mean "the stipend provided to a CAS Member for the teaching of a course in a given year as payable in the relevant faculty at UW" and UW normally makes any adjustments to its stipends each September 1.
 - (b) In circumstances where the three-year Bill 124 moderation period for UW sessional instructors began on April 1, 2021 and ends on April 30, 2024, and the three-year moderation period for SJU CAS Members is different starting on April 25, 2022 and ending April 30, 2025, the Parties agree on an exceptional and one time only basis related to Bill 124 to temporarily de-couple stipends for SJU CAS Members from stipends for UW sessional instructors as follows:
 - Increase the current September 1, 2021 stipend of \$8,822 for SJU CAS Members by 1% effective May 1, 2022.
 - Increase the stipends for SJU CAS Members by 1% on April 30, 2023.
 - Increase the stipends for SJU CAS Members by 1% on April 30, 2024.

(c) It is understood and agreed that following the expiry of the three-year renewal Collective Agreement on April 30, 2025, stipends for SJU CAS Members would again be coupled with UW stipends, including on September 1, 2025.

4. Within sixty (60) days of ratification, the Parties shall strike a committee to explore issues concerning office and workspace, parking, mailboxes, secure storage space, private student meeting space, equipment and technology and other matters as necessary for Members to perform their duties and responsibilities under the Collective Agreement.

5. The Parties hereby understand and agree that in the event that the *Protecting a Sustainable Public Sector for Future Generations Act, 2019* ("Bill 124") is repealed, or successfully challenged through the courts such that it is of no force and effect and is not the subject of any ongoing appeal, during the term of the renewal Collective Agreement (i.e. at any point prior to April 30, 2025), the Parties agree to re-negotiate the portions of those salary and compensation provisions of the renewal Collective Agreement that were limited by Bill 124, but only to the extent permitted by law and having regard to the Employer's financial position.

6. Within sixty (60) days of the ratification of the renewal Collective Agreement, the Parties will strike a joint working group with two members of the Employer and two members of the ASA to discuss issues related to intellectual property rights and UW Policy 73 (Intellectual Property Rights).

7. Following ratification of the renewal Collective Agreement, the University will on a mutually agreed gratuitous and without prejudice or precedent basis provide an amount equivalent to a one-half Sessional Stipend to the two members of the Association's bargaining team identified by the Association to the Employer.

8. Employment Insurance Hours: Upon ratification of the renewal Collective Agreement, the Parties agree that for Employment Insurance purposes only, a contract academic staff Member who teaches a full one (1) term four (4) month course will be deemed to have worked 235 hours. Further, the Parties agree that this agreement is strictly for Employment Insurance purposes only and is without prejudice to the positions of the Parties, and shall in no way affect the interpretation, application, or administration of the Collective Agreement provisions or 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.

9. Employee and Family Assistance Plan: The Employer will continue the existing Employee and Family Assistance Plan for Members in the CAS Bargaining Unit.

10. Eight (8) Month Contracts: The Employer shall explore the feasibility of providing contracts of appointment with a duration of eight (8) months when Members are being assigned multiple courses in the same Academic Year.

11. Multiple Contracts:

(a) The definition of "Bargaining Unit" in the Definitions Article of the Collective Agreement is "all persons employed by St. Jerome's University as members of the academic staff and professional librarians holding contracts for less than 12 months, save and except administrators at the rank of Associate Dean or higher" and Article 3, Recognition provides that "the Employer recognizes the St. Jerome's University Academic Staff Association as the certified exclusive bargaining agent for all Members of the Bargaining Unit."

(b) It is not the intention of either Party in connection with potential multiple contracts for Members to amend or expand the scope and recognition of the Bargaining Unit beyond that described and defined in paragraph 1 above, nor shall anything in this Memorandum of Understanding be construed as or referred to or relied on by either Party in any proceedings or forum as supporting or

reflecting any mutually agreed amendment to or expansion of the scope and recognition of the Bargaining Unit as currently defined.

- (c) Where a Member has both Seniority Status and Right of First Refusal in a course, and the Department Chair or Program Director of the Department in which the course is offered is of the view that the Member will receive more than one right of first refusal offer in the upcoming twenty-four (24) month period, the Chair or Director will recommend to the VPAD and the VPAD will normally offer to the Member multiple four (4) month and/or eight (8) month contracts covering a period of up to twenty-four (24) months.
- (d) Any decision of the VPAD to offer or to not offer multiple contracts in whole or in part shall not constitute a difference between the Parties in connection with the Collective Agreement and shall not be subject to the grievance and arbitration provisions of the Collective Agreement and an arbitrator shall have no jurisdiction to hear or grant any remedy in respect of such a decision by the VPAD other than a grievance alleging that the VPAD's decision was discriminatory contrary to Article 9.3 of the Collective Agreement.
- (e) Where the VPAD decides to offer multiple contracts, the Member will receive details with respect to course offerings prior to the first term of the multiple contracts and in accordance with the schedule in Article 18.1.6.
- (f) Members who are offered multiple contracts pursuant to the above may choose to accept the offer or may instead make a written request to the VPAD to continue their eligibility to receive right of first refusal offers on a term-by-term basis and such requests will not be considered a refusal under Article 19.5 nor shall they constitute any guarantee that the course will be offered during or for all of the upcoming twenty-four (24) month period.
- (g) The Parties agree that multiple contract commitments when offered and accepted are not and are not intended to serve as any form of continuous employment beyond the term of any contract for less than twelve (12) months and that, rather, their purpose is to provide Members in appropriate circumstances with predictable income and advance knowledge of time commitments for more than a single contract of less than twelve (12) months.
- (h) Members approved for a multiple contract commitment greater than one year shall be eligible to participate in the University of Waterloo Pension Plan in accordance with its terms and conditions, as may be amended from time to time and as administered by the University of Waterloo.

12. Hiring for Voice and Text Course, Stratford Agreement:

- (a) As part of the multi-university teaching agreement with the Stratford Festival (2019-2023), SJU English may offer the course Voice and Text. It is understood as part of the agreement that this course is normally taught by a member of the Stratford Festival staff. Therefore, when it is SJU English's turn to host a course, it will not be appropriate to post an open advertisement.
- (b) The Employer and the SJUASA agree, without prejudice, in the case of the Voice and Text course alone, the stipulation of CAS Collective Agreement Article 18.1.2 that "all such vacancies within the Bargaining Unit shall be posted on the Employer's website" shall be waived, and the hiring process will not include an open advertisement. The course will be advertised only to members of the Stratford Festival staff. However, all other aspects of the hiring process as described in the CAS Collective Agreement will still apply, including required application materials (Article 18.1.3). Should the hiring circumstances for Voice and Text change at any point in the duration of the Stratford Festival teaching agreement, the applicability of open advertisement shall be reconsidered.

- (c) Instructors hired from the Stratford Festival to teach Voice and Text will become members of the CAS Bargaining Unit. All other protections and benefits provided by the CAS Collective Agreement shall apply to these instructors.

13. Fellowship Program:

- (a) Beginning with the 2023-2024 academic year, the Fellowship Program will facilitate up to two (2) Members per academic year taking a four (4) month term to benefit from the Fellowship funds in an amount equivalent to one (1) Sessional Stipend instead of teaching and it would not be considered a refusal for Seniority Point purposes.
- (b) The Fellowship Program shall be open to any Member who has achieved Seniority Status in at least one (1) course.
- (c) There shall be no more than one (1) Fellowship in any five (5) year period for any Member.
- (d) The existing Academic Support Fund in Article 29 will be increased by \$9,000 to total \$24,000 per year to accommodate one (1) Sessional Stipend per academic year cost of the Fellowship.
- (e) Eligible Members may submit a Fellowship Program application in writing to the VPAD by 31 January for the academic year beginning the following 1 September, indicating the term in the upcoming academic year for which they are applying for a Fellowship. The application will be evaluated by the VPAD who will, in their sole and exclusive discretion, determine among eligible Members who applied whether any Fellowships will be awarded for the relevant academic year and to whom.
- (f) Following the completion of a Fellowship, the Member must submit a written Fellowship Completion Report to the VPAD.

14. Graduate Students and Postdoctoral Fellows:

- (a) St. Jerome's University and the University of Waterloo support excellence in graduate education through leadership, collaboration, and shared expertise. The Parties recognize that many Members play an important role in the formation of graduate students and postdoctoral fellows (PDF).
- (b) Graduate students enrolled in programs at the University of Waterloo may, from time to time, require access to classroom teaching experience as part of UW program requirements. In such cases, the VPAD shall, in consultation with the student's supervisor, the UW Graduate Studies Office, and/or any relevant UW Chair or Director, assign specific teaching duties without the need to follow any advertising/posting or appointment requirements in the Collective Agreement in order to ensure that the graduate student(s) can be assigned to the course(s). Graduate students assigned to teach a course(s) under this Article shall be in the CAS Bargaining Unit in connection with the assigned teaching.
- (c) When a graduate student is assigned teaching duties by the VPAD as part of a mentored teaching experience, and such graduate student is supervised in the classroom by a Member, that course supervision shall count as one course towards the Member's normal assigned teaching load.
- (d) PDFs hosted by St. Jerome's University and/or the University of Waterloo may also require the ability to acquire classroom teaching experience. In such cases, the VPAD shall, in consultation with the PDF's supervisor, and, when appropriate, the UW Office of Postdoctoral Affairs, assign specific teaching duties without the need to follow any advertising/posting or appointment requirements in the Collective Agreement in order to ensure that the PDF(s) can be assigned to the course(s). PDFs assigned to teach a course(s) under this Article shall be in the CAS Bargaining Unit in connection with the assigned teaching.

- (e) The VPAD, when assigning teaching duties, shall make every reasonable effort to schedule courses that do not infringe upon Members' Seniority Status and rights of first refusal.
- (f) The Parties agree that graduate student training and PDFs are excluded from the coverage and operation of the Collective Agreement between the Parties and shall therefore not be subject to any terms of the Collective Agreement. The Association also agrees that the assignment of teaching duties to graduate students and PDFs supersedes the rights of its Members and that such assignments and related consequences shall not be challenged pursuant to the grievance and arbitration process.

15. Service Honorarium:

- (a) It is understood and agreed that the duties and responsibilities of Members do not include service and any service-related activities which Members engage in or are involved in are entirely voluntary and not assigned by St. Jerome's University and without compensation of any kind unless expressly set out in the Collective Agreement (e.g., Member voluntarily participating on the SJUSC).
- (b) Notwithstanding the above, from time to time Members may nevertheless voluntarily provide significant and exceptional service to St. Jerome's University and in such cases the Member may make an application in writing to the VPAD for a service honorarium in the amount of \$750. The VPAD shall, in their sole discretion decide whether or not to provide the requested service honorarium to the Member. The VPAD's decision regarding whether or not to grant a service honorarium shall not constitute a difference between the Parties regarding the interpretation or application of the Collective Agreement and shall not be subject to the grievance and arbitration provisions of the Collective Agreement and an arbitrator shall have no jurisdiction to award a service honorarium to any Member.

16. Consideration for Definite Term Appointments in the Full-Time Bargaining Unit:

- (a) Without in any way limiting or restricting the management rights of the Employer in connection with the full-time Collective Agreement regarding the Employer's management rights under that Collective Agreement to determine whether or not any position or appointment in the full-time Bargaining Unit, including any Definite Term Appointment, shall be created and whether or not any position or appointment shall be the subject of an open search, where Members have earned a minimum of eighteen (18) Seniority Points in any consecutive three (3) year period since August 31, 2021, the VPAD will give consideration for a Definite Term Appointment in the full-time Bargaining Unit pursuant to and in accordance with relevant provisions of the full-time Collective Agreement including Article 18.1(b) and Article 18.2(b) and shall consult with the Department Chair or Program Director of the relevant Department in which the Member teaches as to whether the VPAD, in the exercise of their sole and unfettered discretion, should consider offering the Member a Definite Term Appointment rather than conducting an open search under Article 18.2(b).
- (b) Any decision of the VPAD to offer or to not offer a Definite Term Appointment shall not constitute a difference between the Parties in connection with the Collective Agreement and shall not be subject to the grievance and arbitration provisions of the Collective Agreement and an arbitrator shall have no jurisdiction to hear or grant any remedy in respect of such a decision by the VPAD other than a grievance alleging that the VPAD's decision was discriminatory contrary to Article 9.3 of the Collective Agreement.