

# **COLLECTIVE AGREEMENT**

**Between**

**King's University College**

**and**

**CUPE Local 5265**

**May 1<sup>st</sup>, 2021 to April 30<sup>th</sup>, 2024**

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## **ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this agreement is to establish an orderly collective bargaining relationship between King's University College ("the Employer") and its employees represented by the CUPE Local 5265 ("the Union"); to ensure the prompt and equitable handling of employment related disputes; and to jointly recognize the mutual value of continued dialogue in all matters relevant to working conditions, wage scales and other employment related matters in a fair, cooperative and respectful manner. This agreement shall supersede all previous agreements and arrangements between the Employer and the employees represented by the Union.
- 1.02 Both parties agree to act in a fair and reasonable manner when exercising their rights under this collective agreement.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union recognizes that it is the right of the Employer to exercise, the regular and customary function of the Employer and to direct the workforce, subject to the terms of this agreement.
- 2.02 Without limiting the generality of the above, these management functions include, but are not limited to:
- a) Decisions related to hiring, appointing, re-appointing, not appointing, classifying, directing, assigning, transferring, laying off or recalling, discharging, reprimanding, suspending or otherwise disciplining employees. A claim of discriminatory exercise of these management functions, including layoff or a claim of discipline without just cause, shall be dealt with through the grievance and arbitration procedures, as provided for in this agreement;
  - b) Generally manage King's University College and without restricting the generality of the foregoing: determine the number of employees required, determine the requirements of a job, the standards of the work to be performed, the methods, procedures, and equipment, schedules of work and all other matters concerning the operation of the Employer;
  - c) Maintain order, discipline and efficiency;
  - d) Expand, reduce, alter, combine, transfer or cease any course, job, program, Department/School, operation or service, provided that any expansion, alteration, combining, transfer or ceasing of any course, job program, department or school is not inconsistent with the terms of this Agreement;

- e) Develop, implement, modify and amend policies, rules, procedures and practices provided that such policies, rules, procedures and practices are not inconsistent with the terms of this Agreement; and
- f) The Employer agrees that these functions shall be exercised in a manner consistent with the provisions of this Agreement.

### **ARTICLE 3 - EMPLOYEES REPRESENTED**

3.01 All persons employed as Part-time faculty members by King's University College in London, Ontario, to teach in University degree credit courses, save and except for:

- a) persons holding full-time academic appointments at any rank, the Director of Campus Ministry (one), the Writing Program Coordinator (one), and faculty hired on a limited term appointment (LTA). LTA shall be defined as full-time faculty not holding tenure or tenure track positions; and
- b) persons invited by reason of professional status or unique qualifications to give occasional or guest lectures or seminars, making up part of a course offered in a degree-credit program.

#### **3.02 Work of the Bargaining Unit**

No later than May 1<sup>st</sup> of each year, the Vice President and Academic Dean (VPAD) in consultation with the Chairs/Directors will make available to the Union a listing of courses (not covered by those identified in 3.01a), to be offered to members of the Union in the Fall/Winter terms.

Except as noted above and in Article 3.01, persons whose positions (paid or unpaid) are not in the bargaining unit shall not work on any positions, which are included in the bargaining unit, except in cases mutually agreed upon in writing by the Parties.

#### **3.03 No Other Agreements**

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement. No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

### 3.04 **No Contracting-Out**

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the members shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part to any other person or non-bargaining unit member, except as described in this agreement.

### 3.05 **Representatives of the Canadian Union**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. However, the local union will advise the Employer if a CUPE representative will attend a meeting and provide rationale as to the reason for their attendance.

## **ARTICLE 4 - HARASSMENT AND DISCRIMINATION**

4.01 The Employer is committed to providing a workplace and learning environment free from harassment and discrimination where everyone is treated with respect and dignity.

4.02 The Parties agree that the Employer's *Harassment and Discrimination Policy, as revised by College Council from time to time*, shall apply to the Employer and all members of the Union.

4.03 The Employer and the Union agree to the definition of harassment as defined in the *Harassment and Discrimination Policy* and as defined under the *Occupational Health and Safety Act* and the *Ontario Human Rights Code*.

4.04 The Parties agree that any allegation of harassment under this Article shall be handled through the *Harassment and Discrimination Policy* in a confidential manner, and the Union shall be present during interviews with members. If a member is not satisfied with the outcome, then a grievance can be filed under this agreement.

4.05 In the event of a grievance resulting from any alleged violation of this Article, the grievors may, where the person against whom the allegation is being made is their supervisor, Chair/Director, or Dean, refer the grievance to the next highest step of the grievance procedure.

4.06 Where a grievance has been filed under article 4, the employee shall have the right to Union representation throughout the grievance process.

## **ARTICLE 5 - UNION SECURITY AND CHECK-OFF**

### **5.01 Union Security**

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

### **5.02 Deductions-Direct Remittance**

Deductions shall be made from the monthly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a completed Union dues remittance form, supplied by the Union, and an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, current employment status, classification/job title, earnings, and dues deducted.

The Employer will also send a copy of the documents noted above to the Local Union Secretary-Treasurer, and the President of Local 5265.

The Union shall indemnify and save the Employer harmless from any and all claims, lawsuits, judgements, attachments, and from any form of liability arising from or as a result of the deduction of such dues.

### **5.03 New Employees**

- a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off; and
- b) The Employer agrees to provide the Union the contact information of newly hired employees who are potential members of the Union, within the first week of teaching. The Union can advise such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. The Employer will notify the Union of the date and time of the summer and winter orientation days and invite the Union representative to do a presentation that will not exceed one (1) hour in duration.

**5.04 T4 Slips**

The Employer will report the yearly amount of union dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

**5.05 Contact Information**

The Employer agrees to provide the Union, once per year, an electronic list of all the employees in the bargaining unit as of April 30th (which include all intersession employees) and submit to the Union by May 15th each year. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), and work e-mail. The Union shall also be notified when a new employee is hired within thirty (30) days of hire.

5.06 The Employer agrees to provide the Union annually, and before the commencement of the Fall/Winter session, with a breakdown, by academic session, Faculty and type of position held, of the volume and distribution of employment in the bargaining unit during the previous twelve months ending with the summer session.

5.07 The Employer agrees to prepare and provide copies of this Collective Agreement. The cost associated with printing the Collective Agreement will be shared equally by both Parties. The Employer shall provide the Union with ten (10) signed copies of the Collective Agreement. The Employer will also provide a signed copy in PDF and an unsigned electronic Word document. The Employer also agrees to post the Collective Agreement on the King's University College website. Should the Union require additional copies of the Collective Agreement, the Union may request that additional copies be printed at the Union's cost. The Union will not unreasonably request additional copies of the Collective Agreement and the University will not unreasonably deny such a request

5.08 The Union shall have the use, free of charge, of the internal University postal service. External mailing costs of the Union shall be borne by the Union. The Employer shall allow the Union the use of Employer catering services, computing services and audio-visual services at standard cost.

5.09 The Employer will assist the Union in retaining office space on campus, which will include internet and local phone service, in order to facilitate the orderly administration of this Agreement. The Employer will also designate web space for members and will post a link to the Local 5265 website.

- 5.10 The Employer shall permit CUPE, Local 5265 to book University rooms through the regular method for meetings of the Local on the same priority basis as other internal users. CUPE, Local 5265 will be responsible for any set up costs, catering or staff overtime costs associated with the room booking.

## **ARTICLE 6 - NO STRIKE OR LOCK-OUT**

- 6.01 The Union agrees that there shall be no Strike (partial or full withdrawal of services) during the term of this Agreement nor will the Union or any of its members (during their scheduled hours of work) take part in sympathy strikes, work slowdowns, or any other such related action arising from the activities of other units, Locals, Unions, employee groups or persons.
- 6.02 The Employer agrees that there shall be no Lock-out during the term of this Agreement.
- 6.03 Strike and Lock-out bear the meanings used in the *Ontario Labour Relations Act, 1995, S.O. 1995, c.1*, Schedule A.
- 6.04 Members have the right to decline to perform any duties of striking or locked-out employees of the Employer during a legal Strike by another Bargaining Unit of employees of the Employer or during any Lock-out of another Bargaining Unit by the Employer.

## **ARTICLE 7 - UNION/MANAGEMENT RELATIONS**

### **7.01 Representation**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of personnel with whom the Union may be required to transact business.

### **7.02 Union Officers and Committee Members**

- (a) Union officers and committee members shall be entitled to leave their work in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings/investigations with the Employer, participation in negotiations and arbitration, however, it is understood that in all matters related to scheduling every attempt shall be made to respect the teaching duties of members.
- (b) The Employer agrees to provide pay and release time for the President of the Union equivalent to one-half (0.5) course load per fiscal year. The Union shall



reimburse the Employer the amount paid to the President upon being invoiced. A one (1.0) course equivalent will be included in the President's seniority in the discipline where most courses were taught by the member in the last three years and published on the next scheduled seniority list. If the President serves for half a fiscal year, a full seniority point will be given.

### 7.03 **Bargaining Committee**

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union as elected by the members. Prior to bargaining, the parties will advise each other of their committee members.

Bargaining Committee members shall be entitled to time away from work in order to carry out their functions under this agreement, including, but not limited to: attendance at meetings with the Employer, participation in negotiations. It is understood that in all matters related to scheduling every attempt shall be made to respect the teaching duties of members.

### 7.04 **Labour/Management Committee**

#### **Purpose of the Labour/Management Committee:**

The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Joint Labour/Management Committee consisting of three (3) representatives from each party.

The Committee shall function in an advisory capacity only, and does not have the power to alter or amend the express provisions of the Collective Agreement.

- a) The purpose of the Committee shall be to provide a means by which to deal with day-to-day administration of this Agreement, as well as specific issues which may be referred to it by the express provisions of this Agreement. In addition, the Committee shall function to facilitate and promote cooperation, understanding, confidence and harmonious relations between the Employer and the Union.
- b) In addition to its advisory capacity in matters relating to this Agreement the Joint Labour/Management Committee shall function as a forum in which the Employer and the Union shall advise each other of anticipated trends or policy changes or legislative requirements which may have a major impact on the bargaining unit. In addition, matters which may or are likely to be of general concern to members of the bargaining unit may be raised by either party for discussion at this Joint Committee.

- c) A representative of each party shall be designated as a Joint Chairperson and the two (2) persons shall alternate in presiding over meetings.
- d) The non-presiding co-chair shall take the minutes and prepare a summary of issues and decisions reached by the Parties each time the Committee meets. This summary will then be forwarded to the other party's co-chair within a reasonable period of time after the meeting. The co-chairs shall then review the summary and, if the summary accurately reflects the decisions reached in the meeting, sign the document.

#### 7.05 **Jurisdiction of Committee**

The Committee shall not have jurisdiction over wages, but shall on any matter of collective bargaining, including the administration of this Collective Agreement.

The Joint Committee recommendations and decisions are not binding unless they are expressed in writing and signed by the authorized representatives of each party on behalf of the Union and the Employer.

#### 7.06 **Meetings of Committee**

The Committee shall meet at least twice per term and any other additional dates as agreed to by the parties, at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.

#### 7.07 **Health and Safety Committee**

- a) The parties agree to abide by the *Occupational Health and Safety Act, R.S.O. 1990, c. O.1* and its regulations as amended from time to time. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent injury and illness.
- b) The Employer and the Union agree that two members (one participant and one alternate) of the Union will participate in the existing Joint Health and Safety Committee
- c) The employees agree to full co-operation of all safety rules and practices.
- d) The Employer shall take every precaution reasonable in the circumstances for the protection of a worker.

At least one of the members of the committee will be selected by the Union and will be trained to be a certified worker as defined under the Act. Training shall be provided with full costs paid by the Employer.

## 7.08 Union Meetings

The Employer will permit the use of its premises for the purpose of Union meetings of Local 5265 without cost to the Union.

## 7.09 Committee Meetings

The parties agree that not all work on the below committees will be compensated, however the Employer recognizes the important function of the work performed by these committees and therefore agrees to make available disbursements to union members who engage in formal meetings with the employer for scheduled matters.

A flat annual stipend of \$800 per committee responsibility will be paid to each committee member upon provision of a list of committee members by the Union by April 30<sup>th</sup> each year. Total disbursement from the fund shall not exceed the maximum of ten (10) positions as noted below. These stipends shall be provided as income and the Union shall be provided an annual statement of the funds used. In cases where an individual Committee member is replaced during the fiscal year, the Union will provide the Employer the information to split the stipend on a pro rata basis.

Such formal meetings shall be conducted through the following committees:

- a) Bargaining Committee (3 members during bargaining year)
- b) Grievance Committee (2 members irrespective of formal meetings)
- c) Labour/Management Committee (3 members)
- d) Health and Safety Committee – including required training for the committee member (2 members)
- e) Or, as otherwise agreed to by the Parties.

## Work Site Access

7.10 Designated Union representatives will be given access to meet with employees covered by this Collective Agreement during non-teaching times of the day, for the individuals concerned.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.01 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Steward or designate from the Union Executive to assist the employees in preparing, processing and presenting a grievance in accordance with the grievance procedure.

### **8.02 Permission to Leave Work**

The Employer agrees that Stewards and/or their designate from the Union Executive shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting grievances as provided in this Article.

### **8.03 Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of this Collective Agreement.

The Parties acknowledge that only the Union or the Employer has carriage of grievances.

### **8.04 Informal Discussion**

The Employer and the Union mutually agree that it is the desire of the Parties hereto that disputes shall be resolved as quickly as reasonably possible.

An earnest effort shall be made to settle differences informally between a member and their Chair or Director at a meeting arranged for this purpose. Failing a successful settlement of such dispute, grievances will be settled fairly and promptly in the following manner:

Grievance Procedure:

#### **Step 1:**

If the Steward and/or their designate consider the grievance to be justified, within ten (10) working days, the Chief Steward or designate will submit the written grievance to the Academic Dean (or designate) who shall within ten (10) working days, hold a meeting of the parties involved and shall render their decision within ten (10) working days after such meeting.

Step 2:

Failing satisfactory settlement being reached in Step 1, within ten (10) working days, the Chief Steward or designate will submit the written grievance to the President (or designate) who shall within ten (10) working days, hold a meeting of the parties involved and shall render their decision, in writing, within ten (10) working days after the meeting.

Step 3:

Failing a satisfactory settlement being reached in Step 2, the Union may refer the dispute to arbitration.

It is understood that where a complaint relates directly to an action, alleged inaction, or alleged inappropriate conduct by the Chair, the complainant may choose to bypass the informal complaint stage and file a formal grievance directly.

**8.05 Mediation**

By mutual consent, the parties may agree to use the services of a mediator prior to proceeding to Arbitration. The parties agree to share the costs of the mediation.

**8.06 Policy/Group Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be bypassed.

**8.07 Either Party May Initiate Grievance**

The Union, its Representatives and/or the Employer shall have the right to initiate a grievance under Article 8.06 and seek adjustment in the manner provided in the Grievance Procedure. If either party initiates such a grievance, it shall commence at Step 2.

**8.08 Deviation from Grievance Procedure**

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union. Violation of this section shall result in the grievance being allowed.

All grievances shall be in writing at all stages and shall include:

- a) The date of the grievance;

- b) The nature of the grievance and any supporting documentation which the Union believes is relevant in support of the grievance;
- c) Where applicable, the names of the complainant(s);
- d) The remedy sought;
- e) The Article(s) of this agreement allegedly violated or the alleged occurrence said to have caused the initiation of the grievance; and
- f) The signature of the employee(s), where applicable and the Union Designate(s).

Replies to all grievances shall be in writing at all stages.

#### **8.09 Meeting Rooms for Grievances**

The Employer shall supply the necessary facilities for the grievance meetings.

#### **8.10 Time Limits**

The time limits in both the grievance stage(s) and the arbitration stage may be extended only by mutual written consent of both parties to this Agreement. Any redress sought by the grievance may be impacted by a procedural delay. Similarly, no step in the grievance procedure may be waived without mutual, written consent of both parties to this Agreement, unless stipulated elsewhere in this Agreement.

Where no answer is given within the time limit specified, the grieving party shall be entitled to submit the grievance to the next stage of the Grievance procedure.

No grievance may be submitted to arbitration which has exceeded the time limit stipulated in Article 8.11, unless mutually agreed upon by the parties.

#### **8.11 Referral to Arbitration**

If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) working days after the dates of the reply at Step 2.

#### **8.12 Definition of Working Days**

"Working day" as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday, or a recognized holiday.

## **ARTICLE 9 - ARBITRATION**

### **9.01 Referral to Arbitration**

It is agreed by the parties hereto that if the Employer or the Union request that a matter be submitted to arbitration, it shall make such request in writing addressed to the other party and at the same time state its three (3) suggested Arbitrators.

Within fifteen (15) days thereafter, the responding party will either agree to one of the suggested arbitrators or provide a new list of three (3) suggested arbitrators. If the Parties are unable to come to an agreement within a period of ten (10) days, either may then request the Minister of Labour for the Province of Ontario to appoint an impartial arbitrator.

The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this agreement. The jurisdiction of the Arbitrator shall be confined to the issue in dispute and shall be final and binding upon the parties.

### **9.02 Payment for Arbitration**

Each of the parties shall equally bear the expense of the Arbitrator and any cost of the place of hearing of such arbitration.

### **9.03 Decision of the Arbitrator**

The Arbitrator shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision.

## **ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### **10.01 Progressive Discipline**

The employer shall not discipline, suspend or discharge an employee without just and proper cause. Discipline action shall be reasonable and shall be demonstrably proportionate to the seriousness of the specific violation. Discipline will be commensurate with the severity and frequency of the violation, and any aggravating and/or mitigating circumstances.

The parties recognize the principle of progressive discipline and shall utilize, when appropriate such approach when addressing issues requiring disciplinary response. Should progressive discipline be required, it should promote corrective action as early as possible through the identification of issues of concern.

Disciplinary processes are not to be used to inhibit free inquiry or limit academic freedom, discussion, exercise of judgement or honest critique within or without the university.

Therefore the following process shall normally be followed when discipline is required:

1. Verbal Warning
2. Written Warning
3. Suspension- with pay during investigation
4. Suspension- without pay
5. Termination

At the time of discipline or discharge, the Employer shall provide in writing to the employee a letter outlining the grounds for such discipline or discharge. A copy of the letter will be provided to the Union.

#### **10.02 Clearing the File**

It is agreed that disciplinary/warning letters within an employee's Human Resources File shall be removed after eighteen (18) calendar or two (2.0) courses taught from the date of issue, whichever is shorter, provided that no further discipline has been recorded within that period.

#### **10.03 Discipline/Discharge Procedure**

When an employee is discharged or suspended, the employee and the Union shall be advised promptly, in confidence and in writing by the Employer as to the reason for such discharge, suspension or warning.

#### **10.04 May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8, Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.

#### **10.05 Access to Personnel File**

An employee has the right to review their file no more than once per academic semester, during normal business hours of the administration office, and additionally once during a grievance process. In order to do so, employees are to submit their request in writing to Human Resources. An appointment to review the file will be arranged within five (5) working days of receipt of the request.



An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. An employee's request for a copy of a specific item in their personnel file will be considered and will not be unreasonably denied.

#### **10.06 Right to Union Representation at Disciplinary Meetings**

An employee shall have the right to have their Steward or designate (as determined by the Union) present at any discussion with any supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview. The Employer shall also notify the employee of their right to have a Union Steward or designate present at the interview. A Steward or designate shall have the right to consult with a CUPE Staff Representative. Interviews or notifications as listed above, shall not occur on Fridays.

### **ARTICLE 11 - SENIORITY**

#### **11.01 Seniority Defined**

Employees shall accrue seniority in the Bargaining Unit from their first semester of employment in the Bargaining Unit.

All employees shall accumulate seniority based on the following:

- a) For each full course taught two (2) seniority points shall be earned.
- b) For each half course taught one (1) seniority point shall be earned.
- c) For less than a half course taught zero (0) seniority points shall be earned.

If it is necessary to establish a tie breaker for employees with equal seniority points, the earliest date of the current service period (as per article 11.02(e)) will be used to break the tie.

The total of the above points shall be the employee's seniority for all purposes referenced in this agreement unless otherwise noted and seniority shall operate on a discipline specific basis.

Individuals who were hired prior to September 1<sup>st</sup>, 2014 and who participated in the certification vote are attributed additional retroactive seniority points based on the following grid:

- |  |          |
|--|----------|
| a) Less than 5 years of continuous service               | 1 point  |
| b) 5 years but less than 10 years of continuous service  | 3 points |
| c) 10 years but less than 15 years of continuous service | 6 points |

- d) 15+ years of continuous service 10 points

Continuous service is defined as length of service unless there has been a break in service of 36 consecutive months.

#### 11.02 **Loss of Seniority**

Seniority shall not be lost for any reason except:

- a) Dismissal;
- b) Resignation;
- c) Abandonment of a contract;
- d) Failing to report for a work assignment without sufficient cause after accepting such an appointment; and
- e) A break in service of thirty-six (36) consecutive months.

An employee shall not lose seniority rights if they are absent from work because of sickness or accident.

#### 11.03 **Transfers and Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without their written consent. An Employee who consents in writing to be transferred and/or promoted to a position outside of the bargaining unit shall not accumulate seniority within the bargaining unit during such transfer and/or promotion. In the event that the employee is returned by the Employer to a position in the bargaining unit within thirty-six (36) calendar months of the transfer and/or promotion, the employee's seniority date shall be adjusted to reflect for the time spent outside the bargaining unit. An employee not returned to the bargaining unit within thirty-six (36) calendar months from the transfer and/or promotion shall forfeit all bargaining unit seniority.

#### 11.04 **Seniority List**

The Employer shall maintain the seniority list for all bargaining unit employees showing the date upon which each employee's service commenced (this date does not include prior years of employment where seniority was lost as per article 11.02). As of May 15<sup>th</sup> each year the updated seniority list shall show seniority points earned as of April 30<sup>th</sup>. The list shall be sent to the Union and posted on the CUPE website as well as on the appropriate bulletin board. This list shall be effective May 15<sup>th</sup> of each year and will be the Seniority list used until April 30<sup>th</sup> of the following year, unless corrections are required as per below. An employee's name shall not be placed on the seniority list until they have completed their probationary period as outlined in Article 11.05.

Within thirty (30) days of any known corrections, the seniority list shall be updated, and this list will then be used for all of the purposes set out in the Collective Agreement.

#### 11.05 Probationary Employees

Newly hired employees shall be considered on a probationary basis until they have accumulated two (2.0) course equivalents. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed their probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be effective from the first semester of employment in the Bargaining Unit as defined in Article 11.01 above.

### **ARTICLE 12 - APPOINTMENTS**

12.01 To the extent known, and at a minimum, all departments shall announce in the Winter term, positions to be filled in the summer and Fall terms, and in the Fall term, positions to be filled in the Winter term. Where a department determines there is, or is likely to be, a course or courses available for delivery, notices of vacancies shall be posted on the Union bulletin board, King's Human Resources website under Employment Opportunities and such other locations as are deemed appropriate.

Vacancies in the Bargaining Unit, which the Employer intends to fill, shall be posted by academic unit in accordance with this Article.

All postings shall include the following:

- a) A statement indicating that the contract is posted in accordance with the CUPE 5265 Collective Agreement;
- b) The course name, number and the approximate class size;
- c) The start and termination dates for the appointment;
- d) The format of the course (online, in-class, blended) and the days and times the course will be scheduled;
- e) The section number;
- f) Required and preferred qualifications (academic and/or professional), and academic teaching experience;
- g) Wages;
- h) Application deadline;
- i) King's University College's equity statement and Canada immigration caveat which may be amended from time to time; and
- j) Statement requiring English language proficiency.

Normally all courses will be posted and filled under this article. However, the parties recognize that under special circumstances a 0.5 course could be offered and/or shared by members, and/or King's full-time faculty. The Employer will make every reasonable effort to notify the Union when one of the above special circumstances arises by providing a copy of the signed contract(s).

Available positions shall be posted electronically for a minimum of ten (10) working days except for summer and intersession positions and in the months of August and December, when positions shall be posted for a minimum of five (5) days

All applicants must apply via the online application process, providing an updated application and curriculum vitae for each position sought, as well as information necessary for determining their seniority as defined in Article 11 of this Collective Agreement.

It is the responsibility of the employee to demonstrate evidence of qualifications at the time of application.

It is understood that some announcements of vacancies are tentative, pending final course determinations and enrolment.

If a CUPE position becomes available within ten (10) days before a course starts or after the course starts, the Employer will return to the original pool of applicants to find the next qualified and available CUPE Member. Hiring will be based on availability: members with conflicts in scheduling will be considered unavailable. Members will have 24 hours to accept or to refuse an offer. If there is no pool of qualified applicants, the Employer will appoint another instructor. In all cases, the Union shall be notified of the vacancy and of the instructor appointed.

King's University College is committed to Employment Equity and Diversity and welcomes applications from qualified individuals, including persons of all genders and sexual orientations, persons with disabilities, Indigenous persons, and racialized people.

## 12.02 **Hiring Criteria**

In all competitions, the Employer shall consider qualifications, teaching competence, capability, skill and ability and prior relevant experience. In cases where applicants are relatively equal in the opinion of the Employer, preference in hiring will be given to the bargaining unit applicant with the greatest seniority in that discipline.

Employees who, have passed their probationary period, are applying for a position and have taught that course within the last twenty-four (24) months shall be deemed relatively equal to all candidates and to have the ability and qualifications to perform the work of the position, unless there is a written unsatisfactory performance evaluation in accordance with Article 15, within the last twenty-four (24) months in their personnel file, which has not been removed through the grievance procedure.

### 12.03 **Offers of Appointment**

All successful applicants shall be advised via email, of the offer of the work assignment. This email notification will have attached the formal "Part-time Work Assignment" and the appointee shall return, via email or in person, a signed copy of the "Part-time Work Assignment" no later than ten (10) workdays thereafter, or prior to the beginning of the contract, whichever is shorter. The timelines shall be in effect except for summer and intersession sections and the months of August and December, when the appointee shall return the signed "Part-time Work Assignment" no later than five (5) working days thereafter, or prior to the beginning of the contract, whichever is shorter. Failure to return a signed "Part-time Work Assignment" within the specified time frame as noted in the assignment letter will be deemed as a refusal of the work assignment.

Should the work assignment be refused by a successful applicant, a subsequent successful applicant will receive the offer as provided for above, with the same provisions and timelines.

Should a work assignment be cancelled by the employer, for whatever reason, after the formal offer has been made and accepted, but before the first day of classes, a 10% cancellation fee shall be paid to the employee.

Should a work assignment be cancelled, for whatever reason, on or after the first day of classes, but on or before the official last day to "add" date, a 15% cancellation fee shall be paid to the employee.

No work assignment cancellation shall occur after the official "add" date.

Should an employee wish to cancel a work assignment, they need to provide notice 30 days before the contract start date. The notice will be provided in writing to their Department Chair and Human Resources. Failure to provide 30 days of notice will be deemed Abandonment of a Contract and will result in the loss of the employee's seniority as per 11.02 (unless a valid reason is provided to the Employer).

#### 12.04 **General Duties of Part-time Faculty**

1. Classroom and/or Laboratory instruction and the preparation of all related materials (excluding course design);
2. Setting of tests, exams, papers and any other student evaluation tools;
3. Meeting with students (office hours);
4. Responding to student queries by email or office phone outside of class hours;
5. Grading and evaluation of student performance for all classes subject to the normal standards and expectations of the department. Should the grading and evaluation need to be supported, the faculty member should be provided assistance through a TA or marker/grader or any other method available in accordance with normal departmental policy;
6. Attendance at department meetings;
7. Classroom management;
8. Participation in resolution of any student appeals related to a member's teaching assignment;
9. Proctoring tests and exams; and
10. Writing of Reference letters.

#### 12.05 **Workload**

- a) Employees shall normally have a workload of no more than three (3.0) full course equivalent sections during the Fall and Winter terms, which could be any combination of full and half sections. However, the Employer may post multisection/course positions with a maximum workload of 3.0 from time to time based on departmental needs;
- b) Employees shall be limited to holding a work load equivalent to a maximum of one (1) full course equivalent sections during the Summer term, which would include Intersession, Summer Evening, Summer Day and/or Distance Studies and could be either a full or two (2) half section or any other combination of summer sections;
- c) An employee who feels that the workload in the course exceeds that of a comparable course shall raise this matter with their Chair/Director without

undue delay. The Chair/Director shall discuss this matter with the employee and attempt to reach agreement on workload issues; and

- d) For all purposes under this collective agreement, working hours for courses as described in this document, shall be as below:
  - i A half course shall be considered one hundred and ninety-five (195) hours of work; and
  - i A full course shall be considered three hundred and ninety (390) hours of work.

#### **12.06 On-line Instruction**

Appointments to courses available through On-Line Instruction shall be offered to qualified employees as below:

- a) Employees shall be offered the appointment through the process outlined in Article 12.01; and
- b) All reasonable efforts will be made to hire a qualified instructor from the Province of Ontario and the Union shall be notified of such reasonable efforts made. If no such qualified applicants are available, the Employer may advertise and populate the Online Course from outside the Province of Ontario and the Union shall be notified of such appointment.

### **ARTICLE 13 - ACADEMIC FREEDOM**

13.01 The common good of society depends upon the search for knowledge and its free exposition. Academic Freedom is recognized by both parties as essential to the life and functioning of the University as an institution of higher learning and as a centre for research and scholarship. Academic freedom does not imply neutrality on the part of the individual. Rather, it is academic freedom that makes commitment possible. The right to academic freedom carries with it the duty to use that freedom in a responsible way in the instruction of students, in the production of scholarly work, and the efficient functioning of King's University College. All Members have a responsibility to promote or at least respect the Catholic identity of King's University College.

13.02 All Members are entitled: to carry out their research and publish its results; to teach; to employ a pedagogical style of their choice; to be creative; to select, acquire, disseminate, and use documents of their choice in the exercise of their professional activities; and to criticize the University and the Association in a

responsible way, irrespective of any prescribed doctrine and free from any and all institutional censorship. Members shall not be hindered or impeded in any way by the Employer, CUPE or the Faculty Association in exercising their contractual rights as members of King's University College community or legal rights as citizens of the community at large, nor shall they suffer any penalties because of the exercise of such legal rights. Finally, Members have the right to cite affiliation with and title at King's University College when exercising their rights of action or expression. Members shall, however, endeavour to ensure that their actions or expressions are not interpreted as representing the official position of King's University College.

- 13.03 Those members who are provided a Teaching Assistant (TA), shall direct their TA activities in a manner consistent with the course objectives and departmental practices.

## **ARTICLE 14 - CORRESPONDENCE**

### **14.01 Correspondence**

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Administrator or their designate and the Secretary of the Union with a copy sent to the Local President, National Representative of the Union and the Director of Human Resources.

### **14.02 Union Bulletin Boards**

The union shall be provided one glass covered, locking bulletin board which will be located in close proximity to the Union office and the other uncovered bulletin board will be located in close proximity to the Department Administrative Assistants' on the second floor of Dante Lenardon Hall.

The bulletin boards will be used solely for postings by the Union.

### **14.03 Information related to Legislative Disclosure**

The Employer will provide information to the Union that will assist it to fulfill any legislative disclosure requirements. The information will be provided in writing within 10 working days of the Union requesting any such information.

## **ARTICLE 15 - EMPLOYEE EVALUATION AND RECORDS**

Note: King's is required to implement SQCTs (SETs) as part of its affiliation agreement with Western. The Employer and the Union agree to enter into a working group to develop a best practice for employee evaluation in addition to SQCTs for the purposes of improved quality of work, feedback, and suitability for future employment. The working group will be struck within 60 days of ratification for a three-month period with the potential for extension based on

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mutual consent of the parties. The following sections remain in place until such time as an agreement can be reached by the Parties through the working group.

- 15.01 The Employer may review the performance of Members under this Article, once per course per term. Such an evaluation, if any, shall be in addition to any other assessments including student assessments (SET) and feedback, which may be required by other provisions of this Agreement. If the University wishes a Member to participate in any discussion or meeting as part of this review, the Member shall receive written notice of an evaluation under this Article at least five (5) days in advance of the meeting.

The Employer and the Union agree that the purposes of performance evaluations are to maintain and improve the quality of the employee's work, to provide the employee feedback on their performance and determine suitability for future employment.

Evaluations may be provided to the employee within four (4) weeks of the conclusion of an appointment. A written record of the discussion, signed by both the Supervisor and the employee, to acknowledge the discussion has taken place, shall be retained.

Performance in an appointment will be deemed satisfactory if no formal written performance evaluation to the contrary exists, or if no performance evaluation has been conducted.

15.02 **Performance and Evaluations**

If the Employer determines a performance evaluation is required the following elements shall be used for the evaluation:

- a) Complete review of course materials and methodology;
- b) Review the employee's past performance;
- c) Review S.E.T.s; and
- d) Determine the impact of any mitigating factors identified.

In addition to the above the Employer may also use classroom observation of the employee's teaching effectiveness.

15.03 **Unsatisfactory Performance Evaluation**

Should an employee receive an unsatisfactory performance evaluation, the Supervisor shall provide feedback to the employee, and where appropriate identify areas in need of improvement and develop an agreed upon performance improvement plan with the employee, which shall be signed by the Supervisor and the employee.

The employee may add their written comments on any evaluation which may be included in the employee's personnel file and such comments will form part of the evaluation.

#### 15.04 **Performance Discipline Process**

If the employee has been unable to improve their performance after an unsatisfactory evaluation outside of the probationary period and should discipline be required, they shall enter the progressive discipline process at the written warning level.

### **ARTICLE 16 - HOLIDAYS**

16.01 No employee shall be required to work on any day designated as a holiday by the Employer's calendar.

Statutory Holidays:

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

Additional Holidays:

Civic Holiday  
Christmas closure days (determined and communicated by Employer each year)

16.02 An employee shall be entitled to reschedule their hours of work with no loss of pay to observe established holy days as per their religious beliefs in accordance with the Ontario Human Rights Code and Commission Guidelines. The employee shall notify their supervisor of such observance normally at the beginning of each semester but at least two (2) weeks prior to the observance of the religious holy day.

## **ARTICLE 17 - COMPENSATION AND BENEFITS**

17.01 King's University College is committed to the principles of employment equity, which includes pay equity, and applies the principles to all members of the Union.

### **17.02 Pay Days**

The Employer agrees that wages will be paid by direct deposit on the last business day of the pay period in which they were earned during the period of their assignment. Pay periods will be no longer than one month in duration. Employees shall be provided with an itemized statement of their earnings and deductions.

Wages shall be paid during the term of this Agreement in accordance with Schedule "A" which is attached to and forms part of this Agreement.

### **17.03 Pension Plan**

Those Employees eligible to participate in the University Pension Plan shall be enrolled and contributions shall be made in accordance with the plan.

Each present and future part-time employee in the service of the Employer on a regular part-time basis may join the Plan provided such Employee:

- a) has earnings of not less than 35% of the Year's Maximum Pensionable Earnings; or
- b) has completed 700 hours of service with the Employer;

Whichever is less, in each of the two consecutive calendar years immediately prior to joining the Plan.

### **17.04 Benefits**

Employee payments will include an additional 2% added to the salaries in "Schedule A" in lieu of benefits.

### **17.05 Short-term Disability**

- a) An employee who is sick and unable to fulfill their hours of work shall be granted sick leave with pay to a maximum of nine thirty-ninths (9/39ths) of the contract amount per term (approximately 3 weeks). Absences in excess of the above must be supported by medical documentation.

- b) A Member shall inform their Chair/Director or designate as soon as reasonably possible of their absence due to illness or injury, the expected date of return to work, and any change to the expected date of return to work.
- c) When the Chair/Director or designate is informed that an employee will be absent due to illness or injury, the Supervisor or designate shall make alternative arrangements to cover teaching duties on a temporary basis. Members shall not be asked to contribute to the cost of teaching re-assignment.
- d) All employees shall be made aware and have access to the Employer's EAP (Employee Assistance Program).

#### 17.06 **Parking**

The Employer shall provide parking free of charge for CUPE members wishing guaranteed parking. Guaranteed parking will be considered a taxable benefit as per the CRA taxable benefit guidelines.

#### 17.07 **Teaching Resource Fund**

The Employer shall provide funds for teaching resources to each Member related to the teaching of course(s) for which the member has a contract(s). This Teaching Resource Fund provides assistance to members to purchase books, to purchase computer hardware and for other teaching-related expenses, such as course related conferences and applicable association dues.

Third party, detailed receipts are required for reimbursement. The Teaching Resource Fund will be made available for four (4) weeks proceeding the period of the contract until the last day of the contract. The Teaching Resource Fund available for each member of Faculty shall be \$100 for each half course assignment and \$200 for each full course assignment for the period of May 1<sup>st</sup>, 2021 to April 30<sup>th</sup>, 2022. The Teaching Resource Fund will be \$200 for each half course assignment and \$400 for each full course assignment starting May 1<sup>st</sup>, 2022.

An additional one-time reimbursement payment of \$250 shall be dispensed to each member who taught between May 1, 2020 and August 30, 2021, to address pandemic-related issues experienced during their contract term. The deadline for Members' application for reimbursement will be 30 days after ratification of this agreement.

## **ARTICLE 18 - LEAVE OF ABSENCE**

### **18.01 Union Leave**

#### Leave for Union Functions

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be granted a leave of absence with pay for up to a maximum of five (5) workdays per term. The Union shall reimburse the Employer for receipt of such pay should a replacement be required. The employee granted the leave will notify the appropriate Chair/Director and Academic Dean one month in advance. Every effort will be made to respect the teaching responsibilities of the employee.

### **18.02 Leave of Absence for Union or Public Duties**

An employee who is elected or selected for a position with the Union or anybody with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority for up to thirty-six (36) calendar months. An employee not returned to the bargaining unit within thirty-six (36) calendar months from the start of the leave shall forfeit all bargaining unit seniority.

An employee, who is elected to public office, shall be granted a leave of absence equal to their first term in office. An employee not returned to the bargaining unit after this leave shall forfeit all bargaining unit seniority.

### **18.03 Other Legislated Leaves**

Members will be entitled to other leaves on an unpaid or paid basis in accordance with applicable legislation. Members can consult with Human Resources for information related to the leaves available.

### **18.04 Pregnancy and Parental/Adoption Leave**

Pregnancy and parental leaves will be granted in accordance with the *Employment Standards Act* of Ontario unless otherwise amended.

Pregnancy related illness will be managed in accordance with the Short-Term Disability provisions outlined in Article 17.05. Existing seniority will be maintained for the period of the pregnancy or parental leave subject to Article 11.

Any member who assumes the primary childcare responsibility upon the birth or adoption of a child shall have the right to the pregnancy and parental leave benefits of this agreement.

An employee who is eligible for pregnancy/parental leave shall provide the Employer with at least one (1) months' notice of the expected start date of the leave, together with a medical certificate estimating the date of the delivery.

#### **18.05 Jury or Witness Duty**

Upon written request, the Employer shall grant a leave of absence without loss of seniority to an employee who serves as a juror or is subpoenaed as a witness. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or witness duty, excluding payment for travelling, meals, or other expenses provided that such appearance and/or service actually conflicts with the employee's scheduled hours. The employee will present proof of service and the amount of pay received.

#### **18.06 Academic Conference Leave**

If an employee has been invited to an academic conference, the employee and the supervisor may re-schedule the employee's work such that the employee may attend without any loss in pay. Should reasonable arrangements not be possible, the supervisor may grant paid leave of up to two (2) days on which hours of work have been scheduled per semester, to attend academic conferences.

### **ARTICLE 19 - TECHNOLOGICAL CHANGES**

19.01 The Employer will notify the Union at least thirty (30) working days in advance of any technological change, which the Employer plans to introduce during a work term which, when implemented, will directly affect the employees within the bargaining unit.

19.02 No employee shall suffer a reduction of regular earnings as a result of any technological change introduced during a work assignment.

### **ARTICLE 20 - ACCOMMODATION/RETURN TO WORK**

20.01 The Parties recognize their rights and responsibilities under the Employer's Policy and the *Ontario Human Rights Code, R.S.O. 1990, c. H.19*.

20.02 Members of this Bargaining Unit have the right to be accompanied by a Union representative at any time under this Article.

### **ARTICLE 21 - TERM OF AGREEMENT**

#### **21.01 Effective Date**

The term of this Agreement shall be from May 1<sup>st</sup>, 2021 to April 30<sup>th</sup>, 2024 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the

expiration date in each year that it desires to amend the agreement. Unless stated otherwise, all clauses in the agreement will be effective on May 1<sup>st</sup>, 2021.


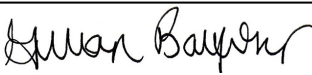
## 21.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.




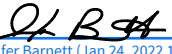
## **ARTICLE 22 – SIGNATURES**

Signed this 06 day of December, 2021.  
Day Month Year

### **FOR THE EMPLOYER**

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Julie Home  
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\_\_\_\_\_  
Susan Bayner  
\_\_\_\_\_

### **FOR CUPE AND ITS LOCAL**

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Neisha Cushing (Jan 17, 2022 11:43 EST)  
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\_\_\_\_\_  
  
Jennifer Barnett (Jan 24, 2022 14:07 EST)  
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**SCHEDULE "A":  
Wages for Part-time Faculty**

Effective May 1<sup>st</sup>, 2021, all Part-time faculty will be paid \$7,946.68 per half-course (0.5) or \$15,893.36 per full course (1.0).

Effective May 1<sup>st</sup>, 2022, all Part-time faculty will be paid \$8,026.14 per half-course (0.5) or \$16,052.28 per full course (1.0) representing a 1% increase over the prior year.

Effective May 1<sup>st</sup>, 2023, all Part-time faculty will be paid \$8,106.40 per half-course (0.5) or \$16,212.80 per full course (1.0) representing a 1% increase over the prior year.

Note: All rates noted above *include* 4% vacation pay but *exclude* benefit in lieu amounts noted in 17.04.

**The wage rates reflect the maximum increases in rates of pay allowable under the Government of Ontario's wage restraint legislation, *An Act to implement moderation measures in respect of compensation in Ontario's public sector*. Under that legislation, the maximum increase in rates of pay, and/or to any other existing additional remuneration, is 1%/1%/1% over three years.**



**LETTERS OF UNDERSTANDING**


**Re: Office Space Availability**

The Parties acknowledge for the term of this agreement, members will be allocated office space for consultations with students, but acknowledge that there may be a lack of office time available for Part-time Faculty to perform the preparation of Courses/Course Lectures and related materials, Marking Exams and Grading Students.

To this end the parties agree to work together to try and find a long-term solution to the lack of office space.

**For the Employer**

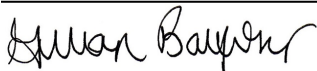
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Julie Home

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**For the Union**




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Neisha Cushing (Jan 17, 2022 11:43 EST)

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Jennifer Barnett (Jan 24, 2022 14:07 EST)

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