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Group: University Teaching (All Employees)
Expiry Date: 30 June 2007

Agreement between the Treasury Board and The Canadian Military Colleges Faculty Association

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(All employees)

CODE: 227

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**Asterisks denote changes from the previous Collective Agreement.

PART 1 - GENERAL

ARTICLE 1
PURPOSE AND APPLICATION OF AGREEMENT

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the UTs and the Association, and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.

1.02 The parties are determined to establish, within the framework provided by law, an effective working relationship.

1.03 The provisions of this Agreement apply to the Association, the UTs and the Employer.

1.04 In this Agreement, reference to one gender shall include the other.

ARTICLE 2
INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) **“academic year”** is the period from 1 July to 30 June of the next calendar year, or as otherwise defined in the academic calendar;
- (b) **“Association”** means the Canadian Military Colleges Faculty Association;
- (c) **“bargaining unit”** means all the employees of the Employer in the University Teaching Group, Scientific and Professional Category, as described in the certificate issued by the Public Service Staff Relations Board on the 24th day of May 1991;
- (d) **“College”** refers to the Royal Military College of Canada;
- (e) **“continuous employment”** has the same meaning as specified in the *Public Service Terms and Conditions of Employment Regulations* on the date of signing of this Agreement;

- (f) **“day of rest”** in relation to a UT means a day, other than a designated paid holiday, on which that UT is not ordinarily required to perform the duties of his or her position other than by reason of his or her being on leave;
- (g) **“designated paid holiday”** means the twenty-four (24) hour period commencing at 00:01 hour of a day designated as a holiday in this Agreement;
- (h) **“employee”** means a person so defined by the *Public Service Labour Relations Act* and who is a member of the bargaining unit;
- (i) **“Employer”** means Her Majesty in right of Canada as represented by the Treasury Board and includes any person authorized to exercise the authority of the Treasury Board;
- (j) **“lay-off”** means termination of employment as defined in section 29 of the *Public Service Employment Act*, as amended from time to time;
- (k) **“leave”** means authorized absence from duty;
- (l) **“membership dues”** means the dues established pursuant to the constitution and by-laws of the Association as payable by its members as a consequence of their membership in the Association and shall not include any initiation fee, insurance premium or special levy;
- (m) **“parties”** refers to the Association and the Employer;
- (n) **“personnel file”** of a UT shall include any file of material which is held by the Employer or any supervisor of the UT and which can be used in assessment of or in a career development decision concerning that UT or in a decision to impose discipline on a UT;
- (o) **“sabbatical leave”** is an authorized period of leave without pay, but with an allowance in lieu of salary, for a specified duration (normally twelve (12) months or less) during which time eligible UTs, while remaining employees, shall be relieved of their normal teaching and administrative obligations as a means of providing them with an opportunity to pursue research or other scholarly activities thereby improving their knowledge of a particular discipline and enhancing their professional competence;

**

(p) “**UT**” means an employee as defined in (h).

**

(q) “**common-law-partner**” refers to a person living in a conjugal relationship with an employee for a continuous period of at least one year (conjoint de fait).

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement,

(a) if defined in the *Public Service Labour Relations Act*, have the same meaning as given to them in the *Public Service Labour Relations Act*,

and

(b) if defined in the *Interpretation Act*, but not defined in the *Public Service Labour Relations Act*, have the same meaning as given to them in the *Interpretation Act*.

ARTICLE 3 OFFICIAL TEXTS

3.01 Both the English and French texts of this Agreement shall be official.

ARTICLE 4 PRECEDENCE OF LEGISLATION

4.01 In the event that any law passed by Parliament, applying to Public Service employees covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

ARTICLE 5

ACADEMIC FREEDOM AND ACADEMIC RESPONSIBILITY

General Definition

5.01 UTs have a right to academic freedom. Academic freedom does not confer legal immunity, nor does it diminish the responsibility of UTs to fulfil their academic obligations. It is defined as the freedom, individually or collectively, to pursue, to develop and to transmit knowledge through research, study, discussion, documentation, production, creation, teaching, lecturing and writing, regardless of prescribed or official doctrine and without constriction by institutional censorship. It includes:

The Freedom to Teach, and Its Responsibilities

5.02 UTs teaching courses have the right to the free expression of their views on the subject area, and may use and refer to materials and their treatment thereof without reference or adherence to prescribed doctrine.

In such circumstances, the UT is expected to cover topics according to the Calendar description, to remain up to date in the knowledge of the discipline, treat students fairly and ethically, and teach effectively, which includes using fair, reasoned and fact-based arguments and showing a willingness to accommodate the expression of differing points of view.

The Freedom to Research, and Its Responsibilities

5.03 UTs have the freedom to carry out scholarly research within areas of their expertise without reference or adherence to prescribed doctrine. This should not be interpreted to preclude or inhibit the ability of UTs to develop new areas of expertise.

UTs are expected to meet established ethical guidelines for work with animal or human subjects, to deal fairly with colleagues and students, to carry out their research in the spirit of an honest search for knowledge, and to base findings upon a critical appraisal of available evidence and a reasoned analysis of its interpretation.

The Freedom to Publish, and Its Responsibilities

5.04 UTs have the right to publish the results of their research, without interference or censorship by the institution, its agents, or others. This should not be interpreted as prohibiting the UT from accepting restrictions upon publication as a condition of receiving support for the UT's research from a sponsor.

Researchers have a responsibility to report findings honestly and accurately, and to recognise appropriately the contributions of others to the work they report.

Freedom of Expression, and Its Responsibilities

5.05 UTs have the right to freedom of expression.

UTs who are commenting in their areas of disciplinary expertise are bound by the same obligation to honest and accurate scholarship which attends the right to publish research.

In the exercise of this right, UTs shall not create ambiguities as to whether they are speaking in a professional capacity or as private citizens, nor shall they purport to speak on behalf of the College unless so authorized.

Academic Freedom and the Specific Mission of the CMC

5.06 The special mission of the College does not diminish the academic freedom of the UT. Nonetheless, the special mission of the College makes its vulnerable to harm from misunderstandings which may arise from public discussion or publication in areas which speak directly to that special mission. This places on the UT embarking upon such public discussion or publication a somewhat greater responsibility for clarity than might attend similar actions in areas not closely associated with the mission.

The College will be better placed to correct any public misunderstandings and to assure the academic freedom of the UT, if both the College and the UT are in a position to anticipate the impact of the UT's discourse. To this end, UTs are encouraged to advise the Principal in advance of any anticipated public discussion or publication which, in the opinion of the UT, relates closely to the special mission of the College.

ARTICLE 6
MANAGEMENT RIGHTS

6.01 All the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognised by the Association as being retained by the Employer.

ARTICLE 7
OTHER RIGHTS, RESPONSIBILITIES AND PRIVILEGES

7.01 Nothing in this Agreement shall be construed to alter any rights, privileges, and responsibilities of UTs, individually or collectively, to participate in the decision-making of the CMC and its component parts where such rights, privileges and responsibilities are not inconsistent with the express terms of this Agreement.

7.02 Nothing in this Agreement shall be construed to alter any rights of individual UTs where such rights are not inconsistent with the express terms of this Agreement.

ARTICLE 8
PAST PRACTICES

8.01 Where this Agreement is silent on working conditions, the conditions existing immediately prior to the date of this Agreement shall continue to apply provided that:

- (a) they are not inconsistent with the Agreement;
 - (b) they are reasonable, certain and known;
 - (c) they may be included in this Agreement in accordance with the *Public Service Labour Relations Act*;
- and
- (d) they are carried out in a fair and equitable manner.

8.02 The onus of establishing an existing practice within the meaning of 8.01 shall rest on the party who alleges the existence of same.

**ARTICLE 9
NO DISCRIMINATION**

9.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practised with respect to a UT by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, membership or activity in the Association.

**ARTICLE 10
HARASSMENT**

10.01 The Parties recognise the right of UTs to work in an environment free from harassment and agree that harassment will not be tolerated in the work place. Harassment shall be defined in Appendix “A” of Treasury Board’s “Harassment in the Work Place Policy”, as amended from time to time.

10.02 Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

10.03 If by reason of 10.02 a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

**ARTICLE 11
OUTSIDE EMPLOYMENT**

11.01 Unless otherwise specified by the Employer as representing a conflict of interest, UTs shall not be restricted from engaging in other employment outside the hours they are required to work for the Employer.

PART 2 - WORK AND LEAVE PROVISIONS

ARTICLE 12
HOURS OF WORK

12.01 The standard hours of work are normally seven and one-half (7 1/2) hours per day; thirty-seven and one-half (37 1/2) hours per week. Notwithstanding this, the nature of the work and the exigencies of the service require flexibility in arrival and departure times and hours of work. A UT shall not be entitled to payment for overtime (including work on a day of rest or on a holiday) or other conditions relating to hours of work, such as call-back, standby, travel on a day of rest and travel on a holiday.

ARTICLE 13
DISTRIBUTION OF TEACHING WORKLOAD

13.01 The teaching workload of a UT shall be consistent with the normal average teaching workload of UTs in his/her academic department or equivalent unit. Teaching duties materially in excess of the appropriate teaching workload shall be considered overload.

13.02 Assignments of teaching to a particular UT shall be consistent with his/her qualifications.

13.03 The appropriate Head of department, as the delegate of the Employer, will normally assign teaching workloads. A UT shall be consulted concerning such assignment prior to its making.

13.04 A UT will be advised of his/her teaching assignment for each academic term at least two (2) months before the commencement of classes in that term, unless it is not possible to do so as a result of circumstances that were not foreseen. Barring such circumstances, courses assigned after that time shall be considered overload.

13.05 Where in a given academic year a UT is assigned overload teaching duties, his/her teaching workload shall be reduced in one of the two (2) following years by an amount equivalent to that overload.

13.06 Teaching duties include, but are not limited to, conducting scheduled classes, seminars, tutorials and laboratories, and supervising theses and special projects.

13.07 Factors to be used in determining appropriate teaching workload include, but are not limited to, the following:

- (a) the number of courses taught by each UT;
 - (b) the number of scheduled contact periods per course;
 - (c) the number of hours of preparation, grading, and administration per course;
 - (d) the number of students enrolled, on average, per course;
 - (e) the number of hours devoted to counselling students;
 - (f) the level (introductory, upper year, graduate, etc.) of each course;
 - (g) the type (lecture, seminar, etc.) of each course;
 - (h) assistance of graduate students or colleagues in the teaching of the UT's courses;
 - (i) additional hours of preparation required for a new course or revision of an existing course;
- and
- (j) the teaching of courses in both official languages.

13.08 Notwithstanding 13.01, the teaching workload of a UT may vary materially from the normal average teaching workload of UTs in his/her academic department or equivalent unit due to the following factors:

- (a) the number of hours devoted to administrative duties;
- and
- (b) the level of productive scholarly activity, it being understood that greater than normal involvement in scholarly activity may not result in a reduction in teaching workload unless such reduction can be accommodated within the resources accorded to the department.

13.09

- (a) Department Heads shall not be required to teach more than the normal annual teaching workload of other UTs in their department, less 2 one-term courses or equivalent.
- (b) Service as Chairperson of an Academic program will be given due consideration as a factor in assigning teaching workload.

13.10 Each UT shall have a continuous period of not less than three (3) months in every academic year which is free of scheduled teaching duties.

**ARTICLE 14
MANAGEMENT LEAVE**

14.01 A UT who is required by management to:

- (a) work excessive hours;

and/or
- (b) work or travel on a day of rest or on a holiday;

may be granted such leave with pay as the deputy head considers appropriate.

**ARTICLE 15
HOLIDAYS**

15.01

(a) The following days are paid holidays:

New Year's Day

Good Friday

Easter Monday

The day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday

Canada Day

Labour Day

The day fixed by proclamation of the Governor in Council as a general day of thanksgiving

Remembrance Day

Christmas Day

Boxing Day and

such additional days as are designated by the deputy head to be holidays in the locality in which a UT works.

- (b) When a day designated as a paid holiday coincides with a UT's day of rest, the holiday shall be moved to the UT's first working day following the day of rest.
- (c) Where a UT works on a holiday, he or she may be granted management leave as provided in Article 14.

ARTICLE 16

LEAVE - GENERAL

16.01 A UT is entitled, once in each fiscal year, to be informed upon request of the balance of his or her vacation and sick leave credits.

16.02 The amount of leave with pay earned but unused credited to a UT by the Employer at the time when this Agreement is signed, or at the time when the UT becomes subject to this Agreement, shall be retained by the UT.

16.03 A UT shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

16.04 A UT who, on the day that this Agreement is signed, is entitled to receive furlough leave, that is to say, five (5) weeks' leave with pay upon completing twenty (20) years of continuous employment, retains his or her entitlement to furlough leave subject to the conditions respecting the granting of such leave that are in force on the day that this Agreement is signed.

16.05 A UT is not entitled to leave with pay during periods he or she is on leave without pay or under suspension.

16.06 A UT who has been granted more vacation or sick leave with pay than has been earned, whose services are terminated by lay-off or death, is considered to have earned the amount of leave with pay granted to him or her.

16.07 A UT shall not earn leave credits under this Agreement in any month for which leave has already been credited to him or her under the terms of any other collective agreement to which the Employer is a party or under other rules or regulations of the Employer.

16.08 Except as otherwise specified in this Agreement and except for periods of Sabbatical Leave:

- (a) where leave without pay for a period in excess of three (3) months is granted to an UT, the total period of leave granted shall be deducted from “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave;
- (b) time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

ARTICLE 17

VACATION LEAVE

17.01 The vacation year shall be from April 1st to March 31st of the following calendar year, inclusive.

Accumulation of Vacation Leave

17.02 A UT shall earn vacation leave credits at the following rate for each calendar month during which the UT receives pay for at least ten (10) days:

- (a) one and two-thirds (1 2/3) days until the month in which the anniversary of the UT’s sixteenth (16th) year of service occurs;
- (b) One and ten-twelfth (1 10/12) days commencing with the month in which the anniversary of the UT’s sixteenth (16th) year of service occurs;

- (c) one and eleven-twelfth (1 11/12) days commencing with the month in which the anniversary of the UT's seventeenth (17th) year of service occurs;
- (d) two and one-twelfth (2 1/12) days commencing with the month in which the UT's eighteenth (18th) anniversary of service occurs;
- (e) Notwithstanding (a), (b), (c), and (d) above, a UT who has a greater vacation leave entitlement on the date of signing of this agreement shall retain the current entitlement rate.

17.03 For the purpose of clause 17.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to a UT who receives severance pay on lay-off and is reappointed to the Public Service within one (1) year following the date of lay-off.

17.04 A UT is entitled to vacation leave with pay to the extent of the UT's earned credits but a UT who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

17.05

- (a) Vacation leave will be taken at such time as the deputy head specifies. Deputy heads should encourage UTs to take all of their vacation leave in the fiscal year in which it is earned.
- (b) **Carry-over**

Where in any vacation year a UT has not taken all the vacation leave credited to him or her, the unused portion of the UT's vacation leave shall be carried over into the following vacation year.

(c) **Cash-out**

During any vacation year, upon application by the UT and at the discretion of the Employer earned but unused vacation leave credits will be paid in cash at the UT's daily rate of pay as calculated from the classification prescribed in the UT's certificate of appointment of the UT's substantive position on March 31st.

Cash-outs are based on current base salary and do not include performance awards and bonuses.

17.06 Recall from Vacation Leave

(a) A UT who is recalled to duty from vacation leave or whose vacation leave is cancelled by management without notice shall be reimbursed for reasonable expenses, as defined in the Travel Directive, that he or she incurs:

- (i) in proceeding to his or her place of duty;
- (ii) in returning to the place from which he or she was recalled if he or she immediately resumes vacation upon completing the assignment for which he or she was recalled;

and

for any reasonable monetary penalty which results from cancellation of reservations, after submitting such expense accounts as may be required.

(b) A UT shall not be considered as being on vacation leave during any period in respect of which he or she is entitled under sub-clause 17.07(a) to be reimbursed for reasonable expenses he or she incurred.

17.07 Vacation Pay on Termination of Employment

(a) If a UT ceases to be employed or dies, the UT or the estate shall be paid, in lieu of the unused vacation leave which has been earned, an amount which is equal to the product of the UT's current daily rate of pay as calculated from the classification specified in his or her certificate of appointment, multiplied by the number of days of earned but unused vacation and furlough leave with pay to his or her credit on the day the UT ceased to be employed or died.

- (b) Notwithstanding sub-clause 17.07(a), a UT whose employment is terminated by reason of a declaration of abandonment of position is entitled to receive the payment referred to in 17.07(a) if the UT requests it within a period of three and one-half (3 1/2) years following the date upon which employment is terminated.

**

17.08

- (a) Effective on the date of signing of this collective agreement, employees with more than two (2) years of service, as defined in clause 17.03, shall be credited a one-time entitlement of thirty-seven and one-half (37 1/2) hours of vacation leave with pay.
- (b) Employees shall be credited a one-time entitlement of thirty-seven and one-half (37 1/2) hours of vacation leave with pay on the first day of the month following the anniversary of the employee's second year of service, as defined in clause 17.03, occurs.

ARTICLE 18
SABBATICAL LEAVE

18.01 UT's shall be eligible for sabbatical leave in accordance with the terms and conditions outlined herein.

18.02 Sabbatical leave is an authorized period of leave without pay with an allowance in lieu of salary, that may be granted to UTs in accordance with the conditions, requirements and provisions detailed herein.

18.03 Purpose and Principles

Sabbatical leave, a feature of employment for UTs, is a period of leave for a specified duration of either six or twelve months during which time eligible employees shall be relieved of their normal teaching and administrative obligations as a means of providing them with an opportunity to pursue research or other scholarly activities.

18.04 Eligibility Criteria

- (a) To be eligible for sabbatical leave, a UT must be employed on a full-time indeterminate basis.

- (b) A UT applying for a six-month sabbatical leave period must have completed three years of service as a UT. A UT applying for a twelve-month sabbatical leave period must have completed six years of service as a UT. An applicant may be given credit for up to three years service at another university upon recommendation of the principal. However, no UT may be granted sabbatical leave before having served three years of continuous service as a full-time UT.
- (c) Applications for subsequent periods of sabbatical leave will normally require completion of six years intervening service before being granted a twelve-month sabbatical or three years before being granted a six-month sabbatical.

18.05 Selection Criteria

**

- (a) Applications that meet the essential eligibility criteria requirements as noted above, and are submitted in accordance with the requirements outlined in this agreement, will be considered for approval by a screening committee designated by the Senate.
- (b) The following criteria will be used in the screening and prioritization process:
 - (i) the relevance of the proposed professional development activity to the needs of the department;
 - (ii) the projected benefits to the professional development of the UT;
 - (iii) the merit of the sabbatical proposal in terms of its scope, planning, resource implication and potential for success within the sabbatical period;
 - (iv) evidence of benefits derived from the applicant's previous sabbatical leave (if applicable);
 - (v) the applicant's performance assessments and evidence of scholarly potential/achievement during the period of qualifying service; and
 - (vi) the operational and human resources management priorities of the College.

18.06 Duration

Sabbatical leave for periods of up to twelve months in duration will be considered for UT applicants meeting the eligibility requirements for initial or subsequent sabbatical leave. Sabbatical leave periods will be of six months duration (normally 01 July - 31 December or 01 January - 30 June), or twelve months duration (normally 01 July - 30 June).

18.07 Entitlement to Sabbatical Leave

Sabbatical leave may be granted at the discretion of the Employer. Sabbatical leave shall not be unreasonably denied. In the case where an application is denied, if requested by the applicant, the Employer will provide written reasons for the denial.

18.08 Employment Commitment

- (a) A UT who is granted sabbatical leave is expected to return to service as a UT.
- (b) As a condition of being granted sabbatical leave, UTs will be required to sign a written commitment, the Return to Service Agreement for Sabbatical Leave, to return to the department for a period of employment equal to their period of sabbatical leave. A UT who does not honour this commitment will be required to repay the monies paid to him or her during the sabbatical leave or a portion thereof based on the number of months worked by the UT after returning from sabbatical leave.

18.09 Allowance in Lieu of Salary

- (a) Sabbaticants at the UT-2 or UT-3 level, who are granted a first sabbatical leave within ten (10) years of joining the College, will be on leave without pay and may be granted an allowance in lieu of salary equal to 100% of their annual rate of pay in effect at the commencement of the leave, except as provided for in (e) of this clause.
- (b) Other sabbaticants will be on leave without pay and may be granted an allowance in lieu of salary equal to 82.5% of their annual rate of pay in effect at the commencement of the leave, except as provided for in (e) of this clause.

- (c) A sabbaticant's allowance in lieu of salary will be automatically adjusted, as applicable, to reflect any economic revision to the University Teaching Group.
- (d) Pay increments and promotion increases based on performance prior to the commencement of the sabbatical leave will be implemented on the normal increment date, and the sabbaticant's allowance will be adjusted accordingly.
- (e) During periods of sabbatical leave, UTs are not entitled to administrative allowances received for extra duties performed during regular employment at one of the colleges. Such allowances may be reinstated effective the date of return from the sabbatical leave on the authority of the principal.

18.10 Employment During Sabbatical

**

- (a) Sabbaticants granted a leave of absence from regular duties to pursue the stated purpose of their research or study, and granted an allowance in lieu of salary to assist them in this endeavour, may not accept remuneration associated with their sabbatical leave project that in combination with their allowance would provide them with remuneration in excess of 100 per cent of their normal annual salary from the department.
- (b) Sabbaticants may not accept other professional commitments that might impede completion of the primary goals stipulated in their approved sabbatical leave plan.
- (c) If remunerated employment, or other significant activities not related to the primary purpose of the sabbatical leave, are expected to be an integral part of a sabbaticant's perceived use of sabbatical leave, such intentions are to be clearly identified and fully substantiated in the sabbatical leave application and will be considered during the review/approval process.
- (d) In the event that a sabbaticant's total remuneration related to the leave project is determined to exceed 100 per cent of normal salary, the department will reduce the allowance in lieu of salary as appropriate and may request repayment of all or a portion of the allowance if subsequent evidence indicates that the sabbaticant has not complied with the intent of the restriction pertaining to external remuneration.

**

- (e) The provisions of 18.10(d) notwithstanding, when a UT takes sabbatical leave in a location outside of Canada where the cost of living exceeds the UT's normal cost of living, the principal of RMC may approve remuneration in excess of the amount provided for in paragraph (a), but solely to the extent required to compensate for foreign cost of living.

18.11 Financial Assistance

- (a) Financial assistance in the form of grants, awards, scholarships, to support their sabbatical research will not be taken into consideration in determining the departmental allowance in lieu of salary to be granted to a sabbaticant provided that such assistance does not constitute personal remuneration.
- (b) Sabbaticants are required to identify and report on the sources and the allocation of the funding for all financial assistance received in support of their sabbatical research.

18.12 Employee Benefits While on Sabbatical Leave

While on sabbatical leave, UTs do not accrue sick or annual leave.

18.13 Application and Approval Process

- (a) The Employer may defer a requested sabbatical leave in the event that the UT's services are required for the period of time planned for the leave. Such deferral shall be counted towards an application for a subsequent leave.
- (b) Where an application meets the criteria for approval but the leave is denied due to financial constraints, the application will be given first priority the following year.
- (c) A UT may cancel application for sabbatical leave by notifying the principal in writing at least four months prior to commencement of the leave, or later, at the discretion of the principal.

ARTICLE 19
SICK LEAVE

Credits

19.01 A UT shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he or she receives pay for at least ten (10) days.

Granting of Sick Leave

19.02 A UT shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:

- (a) the UT satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer;

and

- (b) the UT has the necessary sick leave credits.

19.03 Unless a medical certificate is required by the deputy head, a statement signed by the UT stating that because of illness or injury he or she was unable to perform his or her duties shall, when delivered to the Employer, be considered as meeting the requirements of sub-clause 19.02(a).

19.04 A UT who has insufficient sick leave credits to cover the granting of sick leave with pay during the entire period of illness may be granted, at the discretion of the deputy head, a repayable advance of sick leave credits of up to thirteen (13) weeks.

ARTICLE 20
OTHER LEAVE WITH PAY

Court Leave

20.01 The Employer shall grant leave with pay to a UT for the period of time he or she is required:

- (a) to be available for jury selection;

- (b) to serve on a jury;
- and
- (c) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate or coroner;
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons other than in the performance of the duties of the UT's position;
 - (iv) before a legislative council, legislative assembly or house of assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
 - or
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Injury-on-Duty Leave

20.02 A UT shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer when a claim has been made pursuant to the *Government Employees' Compensation Act* and a Workers' Compensation authority has notified the Employer that it has certified that the UT is unable to work because of:

- (a) personal injury accidentally received in the performance of his or her duties and not caused by the UT's wilful misconduct;
- (b) an industrial illness or a disease arising out of and in the course of the UT's employment;

and

if the UT agrees to remit to the Receiver General of Canada any amount received by him or her in compensation for loss of pay resulting from or in respect of such

injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the UT or the UT's agent has paid the premium.

Personnel Selection Leave

20.03 Where a UT participates in a personnel selection process, including the appeal process where applicable, for a position in the Public Service as defined in the *Public Service Labour Relations Act*, the UT is entitled to leave with pay for the period during which the UT's presence is required for purposes of the selection process and for such further period as the Employer considers reasonable for the UT to travel to and from the place where his or her presence is so required.

Special Leave

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20.04 At the discretion of the deputy head, a UT may be granted leave with pay under the following circumstances:

- (a) where there is illness or death in the UT's family;
 - (b) where circumstances not directly attributable to the UT prevent him or her from reporting for duty;
- and
- (c) on the occasion of the birth of his or her child.

A request for such leave shall not be unreasonably denied.

Other Leave

20.05 A deputy head may grant leave with pay for a period not in excess of two (2) weeks to a UT who is not on leave where:

- (a) the place of work has been rendered uninhabitable and the UT cannot perform his or her duties until an alternative working place is found;
- or
- (b) he or she is required or urgently needed to assist in meeting a community emergency.

20.06 Leave with pay may be granted by a deputy head to a UT to take a course in civil defence training if:

- (a) no such training is available in his or her locality after regular working hours;
- and
- (b) the UT has not been required by the deputy head to take the course for purposes of Public Service civil defence.

20.07 A deputy head may grant a UT leave with pay for any period in which the services of that UT are required by:

- (a) a commission established pursuant to the *Inquiries Act*;
- (b) an Industrial Inquiry Commission established pursuant to Part I of the Canada Labour Code;
- or
- (c) an international organization of which the Government of Canada is a member.

ARTICLE 21
EDUCATION LEAVE WITHOUT PAY
AND CAREER DEVELOPMENT LEAVE

Education Leave Without Pay

21.01 The Employer recognises the usefulness of education leave. Upon written application by the UT and with the approval of the Employer, a UT may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement to attend a recognised institution for studies in some field of education in which preparation is needed to fill the UT's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

21.02 At the Employer's discretion, a UT on education leave without pay under this Article may receive an allowance in lieu of salary of up to one hundred per cent (100%) of the UT's annual rate of pay, depending on the

degree to which the education leave is deemed by the Employer to be relevant to organisational requirements. If the UT receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

21.03 Allowances already being received by the UT may at the discretion of the Employer be continued during the period of the education leave. The UT shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

21.04 As a condition of the granting of education leave without pay, a UT shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

If the UT:

- (a) fails to complete the course;
- (b) does not resume employment with the Employer on completion of the course;
- or
- (c) ceases to be employed, except by reason of death or lay-off, before termination of the period he or she has undertaken to serve after completion of the course;

the UT shall repay the Employer all allowances paid to him or her under this Article during the education leave or such lesser sum as shall be determined by the Employer.

Career Development Leave With Pay

21.05

- (a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the UT in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
 - (i) a course given by the Employer;

- (ii) a course offered by a recognised academic institution;
 - or
 - (iii) a seminar, convention or study session in a specialized field directly related to the UT's work.
- (b) Upon written application by the UT, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 21.05(a) above. The UT shall receive no compensation under the Management Leave provisions of this Agreement during time spent on career development leave provided for in this clause.
 - (c) UTs on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

Examination Leave With Pay

21.06 At the Employer's discretion, examination leave with pay may be granted to a UT for the purpose of writing an examination which takes place during the UT's scheduled hours of work. Such leave will only be granted where, in the opinion of the Employer, the course of study is directly related to the UT's duties or will improve his or her qualifications.

ARTICLE 22

MATERNITY AND PARENTAL LEAVE WITHOUT PAY

22.01 Maternity Leave without Pay

- (a) A UT who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):
 - (i) where the UT has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,

or

- (ii) where the UT has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the UT was not on maternity leave, to a maximum of seventeen (17) weeks.

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require a UT to submit a medical certificate certifying pregnancy.
- (e) A UT who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 19, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 19, Sick Leave With Pay, shall include medical disability related to pregnancy.
- (f) A UT shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

22.02 Maternity Allowance

(a) A UT who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:

- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
- (ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and

- (iii) has signed an agreement with the Employer stating that:
 - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;

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- (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:

(allowance received) X $\frac{\text{(remaining period to be worked following her return to work)}}{\text{[total period to be worked as specified in (B)]}}$

however, a UT whose specified period of employment expired and who is rehired in any portion of the Public Service of Canada as specified in the FAA Schedule I and IV within a period of five (5) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the UT's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where a UT is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
 - and
 - (ii) for each week that the UT receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the UT's request, the payment referred to in subparagraph 22.02(c)(i) will be estimated and advanced to the UT. Adjustments will be made

once the UT provides proof of receipt of Employment Insurance pregnancy benefits.

- (e) The maternity allowance to which a UT is entitled is limited to that provided in paragraph (c) and a UT will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time UT, the UT's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for a UT who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the UT's straight time earnings by the straight time earnings the UT would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the UT is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay a UT has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where a UT becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase a UT's deferred remuneration or severance pay.

22.03 Special Maternity Allowance for Totally Disabled UTs

- (a) A UT who:
- (i) fails to satisfy the eligibility requirement specified in subparagraph 22.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Longterm Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance pregnancy benefits,

and

 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 22.02(a), other than those specified in sections (A) and (B) of subparagraph 22.02(a)(iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) A UT shall be paid an allowance under this clause and under clause 22.02 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

22.04 Parental Leave Without Pay

- (a) Where a UT has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the UT shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the UT's care.
- (b) Where a UT commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the UT shall, upon request, be granted parental leave

without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the UT's care.

- (c) Notwithstanding paragraphs (a) and (b):
- (i) where the UT's child is hospitalized within the period defined in the above paragraphs, and the UT has not yet proceeded on parental leave without pay,
 - or
 - (ii) where the UT has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

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the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the UT was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the UT's care.

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- (d) A UT who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the commencement date of such leave.
- (e) The Employer may:
- (i) defer the commencement of parental leave without pay at the request of the UT;
 - (ii) grant the UT parental leave without pay with less than four (4) weeks' notice;
 - (iii) require a UT to submit a birth certificate or proof of adoption of the child.

- (f) Parental leave without pay taken by a couple employed in the Public Service shall not exceed a total of thirty-seven (37) weeks for both individuals combined. For the purpose of this paragraph, Public Service means any portion of the Public Service of Canada specified in the FAA Schedule I and IV.
- (g) Leave granted under this clause shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

22.05 Parental Allowance

- (a) A UT who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:
 - (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and

 - (iii) has signed an agreement with the Employer stating that:
 - (A) the UT will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - (B) following his or her return to work, as described in section (A), the UT will work for a period equal to the period the UT was in receipt of the parental allowance, in addition to the period of time referred to in section 22.02(a)(iii)(B), if applicable;
 - (C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons

other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

(allowance received) X (remaining period to be worked
following his/her return to work)
 [total period to be
 worked as specified in (B)]

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however, a UT whose specified period of employment expired and who is rehired in any portion of the Public Service of Canada as specified in the FAA Schedule I and IV within a period of five (5) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the UT's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where a UT is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;

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- (ii) for each week in respect of which the UT receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance parental benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate

of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period;

- (d) At the UT's request, the payment referred to in subparagraph 22.06(c)(i) will be estimated and advanced to the UT. Adjustments will be made once the UT provides proof of receipt of EI parental benefits.
- (e) The parental allowance to which a UT is entitled is limited to that provided in paragraph (c) and a UT will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time UT, the UT's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for a UT who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the UT's straight time earnings by the straight time earnings the UT would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the UT is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay a UT is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the UT was being paid on that day.
- (i) Where a UT becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.

- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase a UT's deferred remuneration or severance pay.

22.06 Special Parental Allowance for Totally Disabled UTs

- (a) A UT who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 22.06(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the UT from receiving Employment Insurance parental benefits,
 - and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 22.06(a), other than those specified in sections (A) and (B) of subparagraph 22.06(a)(iii),

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the UT's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) A UT shall be paid an allowance under this clause and under clause 22.06 for a combined period of no more than the number of weeks during which the UT would have been eligible for parental benefits pursuant to Section 23 of the *Employment Insurance Act*, had the UT not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

ARTICLE 23
OTHER LEAVE WITHOUT PAY

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23.01 Leave for the Care of Immediate Family

For the purpose of this article, family is defined as spouse (or common-law partner resident with the employee), children (including foster children or children of legal or common-law partner), parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.

Subject to operational requirements, a UT shall be granted leave without pay for the personal care of family, as defined in the above paragraph, in accordance with the following conditions:

- (a) a UT shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
 - (b) leave granted under this clause shall be for a minimum period of six (6) weeks;
 - (c) the total leave granted under this clause shall not exceed five (5) years during a UT's total period of employment in the Public Service;
 - (d) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and from the calculation of "service" for the purposes of calculating vacation leave;
- and
- (e) time spent on such leave shall not be counted for pay increment purposes.

23.02 Leave for Personal Needs

Leave without pay will be granted for personal needs in the following manner:

- (a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to a UT for personal needs;

- (b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to a UT for personal needs;
 - (c) a UT is entitled to leave without pay for personal needs only once (1) under each of (a) and (b) of this clause during the UT's total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer;
 - (d) leave without pay granted under (a) of this clause shall be counted as "continuous employment" for the purpose of calculating severance pay and as "service" for the purpose of calculating vacation leave. Time spent on such leave shall not be counted for pay increment purposes;
- and
- (e) leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and from "service" for the purpose of calculating vacation leave for the UT involved. Time spent on such leave shall not be counted for pay increment purposes.

23.03 Leave for Relocation of Spouse

- (a) At the request of a UT, leave without pay for a period of up to one (1) year shall be granted to a UT whose spouse is permanently relocated and up to five (5) years to a UT whose spouse is temporarily relocated.
- (b) Leave without pay granted under this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and from "service" for the purpose of calculating vacation leave for the UT involved, except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

23.04 Leave for Service or Political Office

A UT may request leave without pay in order to:

- (a) fulfil duties assumed as a member of the Canadian Armed Forces Reserves;

and/or
- (b) be a candidate for political office in municipal government, or to assume the duties of such an office.

Such leave shall not unreasonably be denied. In making its decision, the Employer shall take into consideration the duration and timing of the leave requested and the operational needs of the College.

- (c) Leave without pay granted under (b) of this clause shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and from “service” for the purpose of calculating vacation leave for the UT involved. Time spent on such leave shall not be counted for pay increment purposes.

ARTICLE 24

PEDAGOGICAL BREAK

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24.01 UTs shall be granted a pedagogical break of four (4) days of leave with pay, which shall be taken on the first four (4) working days after December 26th.

PART 3 - STAFF RELATIONS MATTERS

ARTICLE 25 RECOGNITION

25.01 The Employer recognises the Association as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the twenty-fourth day of May, 1991, covering employees of the Employer in the University Teaching Group.

25.02 The Employer recognises that it is a proper function and a right of the Association to bargain with a view to arriving at a collective agreement and the Employer and the Association agree to bargain in good faith, in accordance with the provisions of the *Public Service Labour Relations Act*.

ARTICLE 26 JOINT CONSULTATION

26.01 The parties acknowledge the mutual benefits to be derived from joint consultation and will consult on matters of mutual interest.

26.02 The subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties. Consultation will be at the college or national level as determined by the parties.

26.03 Wherever possible, the Employer shall consult with representatives of the Association at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

26.04 Joint consultation committees shall be composed of mutually agreed numbers of UTs and Employer representatives who shall meet at mutually satisfactory times.

26.05 Joint consultation committee meetings shall ordinarily be held on the Employer's premises during working hours. Normally the meetings will be held at the request of either party. Representatives of the parties will normally exchange a written agenda for the meeting not less than five (5) calendar days in advance of each meeting.

26.06 Joint consultation committees are prohibited from agreeing to items which would alter any provision of this Agreement.

ARTICLE 27

USE OF EMPLOYER FACILITIES

Access by an Association Representative

27.01 An accredited representative of the Association and of the Canadian Association of University Teachers or the Collective Bargaining Co-operative may be permitted access to the Employer's premises on stated Association business and to attend meetings called by management. Permission to enter the premises shall be obtained from the Employer. The Association shall provide the Employer with a list of such representatives and shall advise promptly of any change made to the list.

Bulletin Boards

27.02 Reasonable space on bulletin boards will be made available to the bargaining agent for the posting of official notices, in convenient locations as determined by the Employer and the Association. Notices or other material shall require the prior approval of the Employer, except notices relating to the business affairs of the Association and social and recreational events. Such approval shall not be unreasonably withheld. The Employer shall have the right to refuse the posting of any information which it considers adverse to its interests or to the interests of any of its representatives.

Association Literature

27.03 The Employer will make available to the Association a specific location on its premises for the storage and placement of a reasonable quantity of Association files and literature.

ARTICLE 28

CHECK-OFF

28.01 The Employer will as a condition of employment deduct an amount equal to the amount of the membership dues from the monthly pay of all UTs in the bargaining unit.

28.02 The Association shall inform the Employer in writing of the authorized monthly deduction to be checked off for each UT defined in clause 28.01.

28.03 For the purpose of applying clause 28.01, deductions from pay for each UT in respect of each month will start with the first (1st) full month of employment to the extent that earnings are available.

28.04 A UT who satisfies the Employer to the extent that he or she declares in an affidavit that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the UT is countersigned by an official representative of the religious organization involved. A copy of the affidavit will be provided to the Association.

28.05 No employee organization, as defined in Section 2 of the *Public Service Labour Relations Act*, other than the Association, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of UTs in the bargaining unit.

28.06 The amounts deducted in accordance with clause 28.01 shall be remitted to the Association by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each UT and the deductions made on his or her behalf.

28.07 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.

28.08 The Association agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer, in which case the liability shall be limited to the amount of the error.

28.09 When it is mutually acknowledged that an error has been committed, the Employer shall endeavour to correct such error within the two (2) pay periods following the acknowledgement of error.

28.10 Where a UT does not have sufficient earnings in respect of any month to permit deductions under this Article the Employer shall not be obligated to make such deductions for that month from subsequent salary.

ARTICLE 29
REPRESENTATIVES

29.01 The Employer acknowledges the right of the Association to appoint representatives from among the members of the bargaining unit.

29.02 The Employer and the Association shall, by mutual agreement, determine the number of representatives entitled to time off or leave under this Article or Article 33, Leave for Staff Relations Matters.

29.03 The Association shall inform the Employer promptly and in writing of the names, titles and functions of its representatives and of any subsequent changes.

Leave for Representatives

29.04 Operational requirements permitting, the Employer shall grant leave with pay to a UT to enable him or her to carry out his or her functions as a representative on the Employer's premises. When the discharge of these functions require a UT who is a representative to leave his or her normal place of work, upon return the UT shall report to his or her supervisor whenever practicable.

ARTICLE 30
INFORMATION

30.01 The Employer agrees to supply the Association biannually with a list of all UTs in the bargaining unit. The list referred to herein shall include each UT's name; faculty department; classification level and appointment date; employment status (full time or part time); and work address. The list shall be provided on or before the 15th of February and the 15th of October each year. The Employer agrees to provide any amendments to the above as soon as possible.

30.02 The Employer agrees to supply each UT with a copy of the Collective Agreement and any amendments thereto.

30.03 Upon the written request of a UT, the Employer shall make available at a mutually satisfactory time National Joint Council agreements which have a direct bearing on the requesting UT's terms and conditions of employment.

ARTICLE 31

GRIEVANCE PROCEDURE

31.01 In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council of the Public Service on items which may be included in a collective agreement and which the parties to this Agreement have endorsed, the grievance procedure will be in accordance with Section 14 of the NJC By-Laws.

31.02 The parties recognise the value of informal discussion between UTs and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When a UT, within the time limits prescribed in clause 31.09, gives written notice of intent to take advantage of this clause, it is agreed that the period between the initial notice and the final written response shall not count as elapsed time for the purpose of grievance time limits.

31.03 A UT who wishes to present a grievance at any prescribed step in the grievance procedure shall transmit this grievance to the immediate supervisor or official designated under clause 31.07 who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate step;

and

- (b) provide the UT with a receipt stating the date on which the grievance was received.

31.04 A grievance of a UT shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.

31.05 Subject to and as provided in Section 91 of the former *Public Service Staff Relations Act*, a UT who feels unjustly treated or aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 31.03, except:

- (a) where there is another administrative procedure provided by or under any act of Parliament to deal with the specific complaint, such procedure must be followed;

and

- (b) where the grievance relates to the interpretation or application of this Collective Agreement or an Arbitral Award, the UT is not entitled to present the grievance without the approval and representation of the Association.

31.06 There shall be no more than a maximum of four (4) steps in the grievance procedure. These steps shall be as follows:

- (a) Step 1 - first level of management;
- (b) Steps 2 and 3 where such intermediate step(s) are established;
- (c) Final Step - deputy head or authorized representative.

31.07 The Employer shall designate a representative at each step in the grievance procedure and shall inform each UT to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or other official to whom a grievance is to be presented.

This information shall be communicated to UTs by means of notices posted by the Employer in places where such notices are most likely to come to the attention of UTs to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Association.

31.08 If so desired, a UT may be assisted and/or represented by the Association when presenting a grievance at any step. The Association shall have the right to consult with the Employer with respect to a grievance at each or any step of the grievance procedure.

31.09 A UT may present a grievance at the first step of the procedure in the manner prescribed in clause 31.03, not later than the twenty-fifth (25th) day after the date on which the UT is notified orally or in writing or first becomes aware of the action or circumstances giving rise to the grievance.

31.10 A UT may present a grievance at each succeeding step in the grievance procedure beyond the first (1st) step either:

- (a) where the decision or settlement is not satisfactory, within ten (10) days after that decision or settlement has been conveyed in writing by the Employer;

or

- (b) where the Employer has not conveyed a decision within the time prescribed in clause 31.11, within fifteen (15) days after the presentation of the grievance at the previous step.

31.11 The Employer shall normally reply to a UT's grievance at any step of the grievance procedure, except the final step, within ten (10) days after the grievance is presented and within twenty (20) days if the grievance is presented at the final step.

31.12 Where a UT has been represented by the Association in the presentation of a grievance, the Employer will provide the appropriate representative of the Association with a copy of the Employer's decision at each step of the grievance procedure at the same time that the Employer's decision is conveyed to the UT.

31.13 Where a grievance has been presented up to and including the final step in the grievance process and the grievance is not one that may be referred to adjudication, the decision on the grievance taken at the final step in the grievance process is final and binding and no further action may be taken under the *Public Service Labour Relations Act*.

31.14 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.

31.15 Where the provisions of clause 31.03 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office. Similarly, the Employer shall be deemed to have delivered a reply at any step on the date on which the letter containing the reply is postmarked. The time limit within which the grievor may present the grievance at the next higher step shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

31.16 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the UT and where appropriate the Association representative, except as provided in clause 31.18.

31.17 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular step of authority, any or all the steps except the final step may be eliminated by agreement of the Employer and the UT and, where applicable, the Association.

31.18 Where the Employer demotes or terminates the employment of a UT for cause, pursuant to paragraphs 12(1)(c) or 12(1)(e) and (d) of the *Financial Administration Act*, the grievance procedure set forth in this Agreement shall apply except that:

(a) the grievance may be presented at the final step only;

and

(b) the twenty (20) day time limit within which the Employer is to reply at the final step may be extended to a maximum of forty (40) days by mutual agreement of the UT, the Employer and, where applicable, the appropriate representative of the Association.

31.19 A UT may by written notice to his immediate supervisor or designated official abandon a grievance.

31.20 A UT who fails to present a grievance to the next higher step within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond the UT's control, compliance within the prescribed time limits was not possible.

31.21 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause a UT to abandon a grievance or refrain from exercising the right to present a grievance as provided in this Collective Agreement.

31.22 Where a UT has presented a grievance up to and including the final step in the grievance procedure with respect to:

(a) the interpretation or application in respect of the UT of a provision of this Collective Agreement or related Arbitral Award;

or

(b) disciplinary action resulting in suspension or a financial penalty;

or

- (c) demotion or termination of employment for cause pursuant to paragraphs 12(1)(c), 12(1)(d) or 12(1)(e) and 12(3) of the *Financial Administration Act*;

and the grievance has not been dealt with to the UT's satisfaction, the grievance may be referred to adjudication in accordance with the provisions of the *Public Service Labour Relations Act* and Regulations.

31.23 Where a grievance that may be presented by a UT to adjudication is a grievance relating to the interpretation or application in respect of the UT of a provision of this Agreement or an Arbitral Award, the UT is not entitled to refer the grievance to adjudication unless the Association signifies in prescribed manner:

- (a) its approval of the reference of the grievance to adjudication;
and
- (b) its willingness to represent the UT in the adjudication proceedings.

ARTICLE 32

NATIONAL JOINT COUNCIL AGREEMENTS

32.01 Agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement, and which the parties to this Agreement have endorsed after December 6, 1978, will form part of this Collective Agreement, subject to the *Public Service Labour Relations Act* (PSLRA) and any legislation by Parliament that has been or may be established pursuant to any act specified in Section 113 of the PSLRA.

32.02 The NJC items which may be included in a collective agreement are those items which parties to the NJC agreements have designated as such or upon which the chairman of the Public Service Labour Relations Board has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.

**

32.03 The following directives, policies or regulations, as amended from time to time by National Joint Council recommendation and which have been approved by the Treasury Board of Canada, form part of this Collective Agreement:

- (1) Foreign Service Directives
- (2) Government Travel and Living Accommodations Directive
- (3) Isolated Posts and Government Housing Directive
- (4) Memorandum of Understanding on Definition of Spouse
- (5) Integrated Relocation Directive
- (6) Commuting Assistance Directive
- (7) Bilingualism Bonus Directive
- (8) Public Service Health Care Plan Directive
- (9) Uniforms Directive
- (10) Work Force Adjustment Directive

Occupational Safety and Health

- (11) Boiler and Pressure Vessels Directive
- (12) Hazardous Substances Directive
- (13) Electrical Directive
- (14) Elevating Devices Directive
- (15) First Aid Safety and Health Directive
- (16) First Aid Allowance Directive
- (17) Tools and Machinery Directive
- (18) Hazardous Confined Spaces Directive
- (19) Materials Handling Safety Directive

- (20) Motor Vehicle Operations Directive
- (21) Noise Control and Hearing Conservation Directive
- (22) Personal Protective Equipment and Clothing Directive
- (23) Pesticides Directive
- (24) Elevated Work Structures Directive
- (25) Use and Occupancy of Buildings Directive
- (26) Sanitation Directive
- (27) Refusal to Work Directive
- (28) Committees and Representatives Directive

During the term of this Collective Agreement, other directives, policies or regulations may be added to the above noted list.

Grievances in regard to the above directives, policies or regulations shall be filed in accordance with clause 31.01 of the Article on grievance procedure in this Collective Agreement.

ARTICLE 33

LEAVE FOR STAFF RELATIONS MATTERS

Complaints Made to the Public Service Labour Relations Board Pursuant to Section 23 of the former *Public Service Staff Relations Act*

33.01 When operational requirements permit, the Employer will grant leave with pay:

- (a) to a UT who makes a complaint on his or her own behalf before the Public Service Labour Relations Board;
and
- (b) to a UT who acts on behalf of a UT making a complaint, or who acts on behalf of the Association making a complaint.

Applications for Certification, Representations and Interventions With Respect to Applications for Certification

33.02 Where operational requirements permit, the Employer will grant leave without pay:

- (a) to a UT who represents the Association in an application for certification or in an intervention;

and
- (b) to a UT who makes personal representations with respect to a certification.

UT Called as a Witness

33.03 The Employer will grant leave with pay:

- (a) to a UT called as a witness by the Public Service Labour Relations Board;

and
- (b) where operational requirements permit, to a UT called as a witness by a UT or the Association.

Arbitration Board, Public Interest Commission Hearings and Alternative Dispute Resolution Process

33.04 Where operational requirements permit, the Employer will grant leave with pay to a UT representing the Association before an Arbitration Board, Public Interest Commission or an Alternative Dispute Resolution Process.

UT Called as a Witness

33.05 The Employer will grant leave with pay to a UT called as a witness by an arbitration board or public interest commission and, where operational requirements permit, leave with pay to a UT called as a witness by the Association.

Adjudication

33.06 Where operational requirements permit, the Employer will grant leave with pay to a UT who is:

- (a) a party to an adjudication;
- (b) the representative of a UT who is a party to an adjudication;
- or
- (c) a witness called by a UT who is party to an adjudication.

Meetings During the Grievance Process

UT Presenting Grievance

33.07 Where operational requirements permit, the Employer will grant to a UT:

- (a) where the Employer originates a meeting with the UT who has presented the grievance, leave with pay when the meeting is held in the headquarters area of such UT and on duty status when the meeting is held outside the headquarters area of such UT;
- and
- (b) where a UT who has presented a grievance seeks to meet with the Employer, leave with pay to the UT when the meeting is held in the headquarters area of such UT and leave without pay when the meeting is held outside the headquarters area of such UT.

UT Who Acts as Representative

33.08 Where a UT wishes to represent at a meeting with the Employer a UT who has presented a grievance, the Employer will, where operational requirements permit, grant leave with pay to the representative when the meeting is held in the headquarters area of such UT and leave without pay when the meeting is held outside the headquarters area of such UT.

Grievance Investigations

33.09 Where a UT has asked or is obliged to be represented by the Association in relation to the presentation of a grievance and a UT acting on behalf of the Association wishes to discuss the grievance with that UT, the UT and the representative of the UT will, where operational requirements permit, be given reasonable leave with pay for this purpose when the discussion takes place in the headquarters area of such UT and leave without pay when it takes place outside the headquarters area of such UT.

Contract Negotiations Meetings

33.10 Where operational requirements permit, the Employer will grant leave without pay to a UT for the purpose of attending contract negotiations meetings on behalf of the Association.

Preparatory Contract Negotiations Meetings

33.11 Where operational requirements permit, the Employer will grant leave without pay to a UT to attend preparatory contract negotiations meetings.

Meetings Between the Association and Management

33.12 Where operational requirements permit, the Employer will grant leave with pay to a UT to attend meetings with management on behalf of the Association.

Association Executive Meetings and Conventions

33.13 Where operational requirements permit, the Employer will grant leave without pay to a UT to attend executive meetings and conventions of the Association.

Representatives Training Courses

33.14 Where operational requirements permit, the Employer will grant leave without pay to UTs appointed as representatives by the Association, to undertake training sponsored by the Association related to the duties of a representative.

ARTICLE 34

DISCIPLINE

34.01 A UT may be disciplined only for just and reasonable cause.

34.02 Investigations of matters which may give rise to disciplinary action shall be initiated within thirty (30) days of the date on which the Employer knew or ought to have known of such matters, and shall be carried out expeditiously. Except for action taken under Article 35, any disciplinary action shall be imposed within thirty (30) days of the date the Employer completes its investigation of the matter-giving rise to the discipline.

34.03 When a UT is suspended from duty, the Employer shall notify the employee in writing of the reason for such suspension. The Employer shall make reasonable efforts to provide such notification at the time of suspension.

34.04 The Employer shall notify the Association that such suspension has occurred.

34.05 When a UT is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him/her, the UT is entitled to have, at his/her request, a representative of the Association at the meeting. When practicable, the UT shall receive a minimum of one (1) day's notice of such a meeting.

34.06 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the personnel file of a UT the content of which the UT was not aware at the time of filing or within a reasonable period thereafter.

34.07 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of a UT, shall in the case of a verbal or written reprimand be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded in this period. In all other cases documents shall be destroyed after four (4) years have elapsed since the disciplinary action was taken and no further disciplinary action, other than a verbal or written reprimand, has been recorded during this period.

ARTICLE 35

TERMINATION FOR FAILURE TO ADEQUATELY PERFORM ACADEMIC DUTIES

35.01 Where the Principal is satisfied that there may be adequate cause to justify his/her recommendation that a UT be terminated on grounds that the UT has failed to adequately perform his/her academic duties, the Principal will inform the UT and the Association by registered mail that the College intends to hold an investigation by committee in order to determine if adequate cause exists for recommending termination to the appropriate authority. The letter will clearly state what apparent action or lack of action on the part of the UT the committee will investigate.

35.02 The committee will be established consisting of one of the two senior indeterminately employed faculty members of the College who are chosen annually by the teaching faculty of Faculty Board to be Chairpersons of such committees, a faculty member selected by the Principal and a faculty member selected by the affected faculty member. The chairperson of the committee will be that faculty member selected by Faculty Board.

35.03 The affected UT, and a representative of the Association if the UT should so choose, will appear before the committee.

35.04 The committee will prepare a report including a recommendation. If the committee determines that adequate cause for termination action exists, the report will include a recommended effective date.

35.05 The report shall be made to the Principal and copies will be made available immediately to the Commandant, the UT concerned and the Association. The Principal shall notify the UT concerned if any action is being taken by the College within fifteen (15) working days, except where circumstances warrant a further delay, in which case the UT shall be advised within fifteen (15) working days of the further delay, and the reasons for such delay. If no action is taken by the College, reference to any contemplated action shall be removed or deleted from CMC files.

ARTICLE 36

MISCONDUCT IN RESEARCH

36.01 The Parties agree that misconduct in research as defined herein may be the subject of discipline.

36.02 Misconduct in research is defined as:

- (a) fabrication, falsification or plagiarism, but does not included 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 regulations for the protection of researchers or human subjects, for the health and safety of the public, or for the welfare of laboratory animals;

- (c) material failure to meet other legal requirements that relate to the conduct of research;
 - (d) failure to reveal any material conflict of interest to the sponsors or to those who commission work or 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
- (e) failure to reveal to the CMC any material financial interest in a company that contracts with the CMC to undertake research, particularly research involving the company's products, or to provide research related materials or services. Material financial interest means ownership, substantial stock holding, a directorship, significant honoraria or consulting fees, but does not include minor stock holding in publicly traded corporations.

36.03 Discipline for misconduct in research shall only be imposed following the formal investigation process set out in this Article. Allegations of misconduct in research shall result in an investigation only if:

- (a) such allegations are not anonymous and are referred to the Principal;
 - (b) the Principal determines that the allegations have sufficient substance to warrant investigation;
 - (c) the UT named in the allegations has been provided with notice and a summary thereof sufficiently detailed to permit him/her a fair opportunity to respond;
- and
- (d) the notice in paragraph (c) shall advise the UT concerned of his/her right to be represented by the Association.

Where allegations do not result in an investigation, all records relating to those allegations which are in the possession of the Employer shall be destroyed.

36.04 The formal investigation process commences when the individual named in the allegations has received the notice referred to in 36.03(d). A UT who is an authorized representative of the Association may be present at any meeting involving the individual named in the allegations during the course of the formal investigation. Any statements made by the individual named in the allegations during these meetings shall be strictly without prejudice.

36.05 The Principal or his/her nominee(s) shall investigate the allegations promptly, fairly and in a confidential manner, ensuring that the individual named in the allegations has adequate opportunity to know all evidence presented and to respond to that evidence.

36.06 The parties agree that grievances involving disciplinary action for misconduct in research shall, at the discretion of the grievor, proceed directly to the final stage of the grievance process.

36.07 If the Principal decides after formal investigation not to proceed against the individual named in an allegation or if the adjudication decides in favour of the individual, the Employer shall remove all relevant documentation from the UT's file and shall, at the sole discretion of the UT, destroy the documentation or transfer it to the UT except that it shall retain any adjudication report which shall be a public document. A decision by the Principal not to proceed shall be communicated in writing to the UT.

ARTICLE 37

PERFORMANCE REVIEW AND PERSONNEL FILES

37.01 Upon written request of a UT, the personnel file of that UT shall be made available twice (2) per year for examination by the UT in the presence of an authorized representative of the Employer.

37.02 No anonymous material, except for statistical data, concerning any UT shall be kept by the Employer nor shall be submitted as evidence in any subsequent proceeding involving any UT.

37.03 A UT shall have the right to place in his/her personnel file a written reply to any document in his/her personnel file, which reply shall be attached to that document.

37.04 A UT shall have the right to obtain at no charge from the Employer a copy of any document in his/her personnel file.

37.05

- (a) When a formal assessment of a UT's performance is made, the UT concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment will be provided to him/her at that time. A UT's signature on his/her assessment form will be considered to be an indication only that its contents have been read and shall not indicate his/her concurrence with the statements contained in the form.
- (b) The Employer's representative(s) who assess a UT's performance must have been aware of the UT's performance for at least one-half (1/2) of the period for which the UT's performance is evaluated.

37.06

- (a) Prior to a performance review the UT concerned shall be given:
 - (i) the evaluation form which will be used for the review;
 - and
 - (ii) any written document which provides instruction to the person conducting the review.
- (b) If, during the performance review, either the form or instructions are changed, they shall be given to the UT concerned.

37.07 Evaluation of the work of UT's solicited in confidence from external references shall be retained by the Employer, but not placed in the personnel file. The texts of such letters, with letterhead and signature block removed, shall be placed in the personnel file of the UT and are not anonymous material for the purposes of this article.

ARTICLE 38
AGREEMENT REOPENER

38.01 This Agreement may be amended by mutual consent of the parties.

PART 4 - PAY AND DURATION

ARTICLE 39
PAY AND PAY ADMINISTRATION

39.01 Except as provided in this Agreement, the terms and conditions governing the application of pay to UTs are not affected by this Agreement.

39.02 A UT is entitled to be paid for services rendered at:

(a) the pay specified in Appendix “A” for the classification of the position to which he or she is appointed, if the classification coincides with that prescribed in his or her certificate of appointment;

or

(b) the pay specified in Appendix “A” for the classification prescribed in his or her certificate of appointment, if that classification and the classification of the position to which he or she is appointed do not coincide.

39.03 The rates of pay set forth in Appendix “A” shall become effective on the date specified therein.

39.04 Rates of Pay

(a) This clause supersedes the Retroactive Remuneration Directives. Where the rates of pay set forth in Appendix “A” have an effective date prior to the date of signing of this Agreement, the following shall apply:

(i) “retroactive period” for the purpose of clauses (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day this Agreement is signed or when an Arbitral Award is rendered;

(ii) a retroactive upward revision in rates of pay shall apply to UTs, former UTs or, in case of death, the estates of former UTs, who were UTs in the bargaining unit during the retroactive period;

- (iii) rates of pay shall be paid in an amount equal to what would have been paid had this Agreement been signed or an Arbitral Award rendered on the effective date of the revision in rates of pay;
 - (iv) in order for former UTs or, in the case of death, for the former UTs' representatives to receive payment in accordance with clause (iii), the Employer shall notify such individuals, by registered mail at their last known address, that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;
- and
- (v) no payment nor notification shall be made pursuant to clause 39.04 for one dollar (\$1.00) or less.

ARTICLE 40

SEVERANCE PAY

40.01 Under the following circumstances and subject to clause 40.02, a UT shall receive severance benefits calculated on the basis of the UT's weekly rate of pay:

- (a) **Lay-off**
 - (i) On the first lay-off two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
 - (ii) On second or subsequent lay-off one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the UT was granted severance pay under sub-paragraph (a)(i).

(b) Resignation

On resignation, subject to sub-clause 40.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) Rejection on Probation

On rejection on probation, when a UT has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) weeks' pay.

(d) Retirement

(i) On retirement, when a UT is entitled to an immediate annuity under the *Public Service Superannuation Act* or when the UT is entitled to an immediate annual allowance under the *Public Service Superannuation Act*,

or

(ii) a part-time UT, who regularly works more than thirteen and one-half (13 1/2) but less than thirty (30) hours a week, and who, if he or she were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*,

a severance payment in respect of the UT's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

(e) Death

If a UT dies, there shall be paid to the UT's estate a severance payment in respect of the UT's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

(f) Termination for Cause for Reasons of Incapacity or Incompetence

- (i) When a UT has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to Section 12(1)(d) or 12(1)(e) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.
- (ii) When a UT has completed more than ten (10) years of continuous employment and ceases to be employed by reason of release for incompetence pursuant to the provisions of Section 12(1)(d) or 12(1)(e) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

40.02 Severance benefits payable to a UT under this Article shall be reduced by any period of continuous employment in respect of which the UT was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 40.01 be pyramided.

40.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the UT is entitled for the classification prescribed in the UT's certificate of appointment on the date of the termination of the UT's employment.

ARTICLE 41
OTHER LEAVE WITH OR WITHOUT PAY

41.01 At its discretion, the Employer may grant leave with or without pay for purposes other than those specified in this Agreement.

ARTICLE 42
DURATION

42.01 Unless otherwise expressly stipulated, the provisions of this Collective Agreement shall become effective on the date it is signed.

**

42.02 This Agreement shall expire on June 30, 2007.

SIGNED AT KINGSTON, this 12th day of the month of July 2005.

THE TREASURY BOARD
OF
CANADA

THE CANADIAN MILITARY
COLLEGES FACULTY
ASSOCIATION

Hélène Laurendeau

Peter Dunnett

Carl Trottier

William Graham

Laudalina Santos

Rod Harris-Lowe

Dr. John Scott Cowan

Mike Stacey

Margaret Shepherd

Lawrence McDonough

Andrew Hill

****APPENDIX "A"****UT - UNIVERSITY TEACHING GROUP
ANNUAL RATES OF PAY**

(in dollars)

- X) Effective July 1, 2004 - Restructure**
A) Effective July 1, 2004
Y) Effective July 1, 2005 - Restructure
B) Effective July 1, 2005
C) Effective July 1, 2006

UT-1

From:	\$	31611	33986	36361	38736	41111	43486	45861
To:	A	32322	34751	37179	39608	42036	44464	46893
	B	33098	35585	38071	40559	43045	45531	48018
	C	33925	36475	39023	41573	44121	46669	49218

From:	\$	48237	50611	52986	55361	57736	60111	62486	64861
To:	A	49322	51750	54178	56607	59035	61463	63892	66320
	B	50506	52992	55478	57966	60452	62938	65425	67912
	C	51769	54317	56865	59415	61963	64511	67061	69610

UT-2

From:	\$	43126	45501	47876	50251	52626	55000	57375
To:	X	43126	45501	47876	50251	52626	55000	57375
	A	44096	46525	48953	51382	53810	56238	58666
	Y	44096	46525	48953	51382	53810	56238	58666
	B	45154	47642	50128	52615	55101	57588	60074
	C	46283	48833	51381	53930	56479	59028	61576

From:	\$	59750	62125	64500	66875	69250	71625	74000	
To:	X	59750	62125	64500	66875	69250	71625	74000	76375
	A	61094	63523	65951	68380	70808	73237	75665	78093
	Y	61094	63523	65951	68380	70808	73237	75665	78093
	B	62560	65048	67534	70021	72507	74995	77481	79967
	C	64124	66674	69222	71772	74320	76870	79418	81966

From: \$
 To: X
 A
 Y 80521
 B 82454
 C 84515

UT-3

From:	\$	59245	61620	63995	66370	68745	71120	73495
To:	X	59245	61620	63995	66370	68745	71120	73495
	A	60578	63006	65435	67863	70292	72720	75149
	Y	60578	63006	65435	67863	70292	72720	75149
	B	62032	64518	67005	69492	71979	74465	76953
	C	63583	66131	68680	71229	73778	76327	78877

From:	\$	75869	78244	80619	82994	85369	87744	90119	
To:	X	75869	78244	80619	82994	85369	87744	90119	92494
	A	77576	80004	82433	84861	87290	89718	92147	94575
	Y	77576	80004	82433	84861	87290	89718	92147	94575
	B	79438	81924	84411	86898	89385	91871	94359	96845
	C	81424	83972	86521	89070	91620	94168	96718	99266

From: \$
 To: X
 A
 Y 97003
 B 99331
 C 101814

UT-4

From:	\$	70760	73135	75510	77885	80260	82634	85009	87384
To:	X	70760	73135	75510	77885	80260	82634	85009	87384
	A	72352	74781	77209	79637	82066	84493	86922	89350
	Y	72352	74781	77209	79637	82066	84493	86922	89350
	B	74088	76576	79062	81548	84036	86521	89008	91494
	C	75940	78490	81039	83587	86137	88684	91233	93781

From:	\$	89759	92134	94509	96884	99259	101634	104009	106384
To:	X	89759	92134	94509	96884	99259	101634	104009	106384
	A	91779	94207	96635	99064	101492	103921	106349	108778
	Y	91779	94207	96635	99064	101492	103921	106349	108778
	B	93982	96468	98954	101442	103928	106415	108901	111389
	C	96332	98880	101428	103978	106526	109075	111624	114174

From:	\$	108759		
To:	X	108759	111134	
	A	111206	113635	
	Y	111206	113635	116064
	B	113875	116362	118850
	C	116722	119271	121821

NOTES

1. Pay Administration

Subject to the provisions of the Article 39 on Pay and Appendix "A", the University Teaching Group Pay Plan, which does not form part of this collective agreement, governs the application of pay to UTs in this bargaining unit. To the extent that this Plan modifies existing terms and conditions governing the application of pay in the bargaining unit, the University Teaching Group Pay Plan shall apply. The Employer agrees to consult with the Canadian Military Colleges Faculty Association at least two (2) months before making any changes to the University Teaching Group Pay Plan revised effective July 1, 2001.

**

2. A UT who has been at the maximum rate of pay for his level for twelve (12) months or more, and who has received a satisfactory or better performance rating for the academic year ending June 30, 2003, will move to the new maximum rate of pay effective July 1, 2004.

**

3. A UT who has been at the maximum rate of pay for his level for twelve (12) months or more, and who has received a satisfactory or better performance rating for the academic year ending June 30, 2004, will move to the new maximum rate of pay effective July 1, 2005.

APPENDIX "B"**ADMINISTRATIVE ALLOWANCE**

**

A UT at level 2, 3 or 4, who acts as head of a department, will receive an annual allowance based on the number of full-time faculty in the department as outlined below:

Number of full-time Faculty	
1 to 10	\$3,000
11 to 15	\$3,500
16 or more	\$4,000

The principal may accord this allowance to a member who is appointed as an Assistant Dean, Associate Dean, Vice-Dean or equivalent, who carries out administrative tasks which are comparable in complexity and extent to those of a head of department.

APPENDIX "C"

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TREASURY BOARD
(HEREINAFTER CALLED THE EMPLOYER)
AND
THE CANADIAN MILITARY COLLEGES FACULTY ASSOCIATION
(HEREINAFTER CALLED THE ASSOCIATION)
IN RESPECT OF
THE UNIVERSITY TEACHING GROUP BARGAINING UNIT**

Preamble

In an effort to resolve retention problems, the Employer will provide an Allowance to incumbents of positions at the UT-1 through UT-4 levels for the performance of duties in the University Teaching Group.

**

Application

Effective July 1, 2005

1. The parties agree that incumbents of positions identified above shall be eligible to receive an annual Terminable Allowance of \$3,300, paid in the following amounts and subject to the following conditions:
 - (a) on September 15, 2005, an amount of \$1,650, on January 15, 2006, an amount of \$1,650, on September 15, 2006, an amount of \$1,650, and on January 15, 2007 an amount of \$1,650.
 - (b) the Terminable Allowance specified above does not form part of a UT's salary except for the calculation of the Sabbatical Allowance.

- (c) the Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.

2. This Memorandum of Understanding expires on June 30, 2007.

SIGNED AT KINGSTON, this 12th day of the month of July 2005.

THE TREASURY BOARD
OF
CANADA

THE CANADIAN MILITARY
COLLEGES FACULTY
ASSOCIATION
