



Treasury Board of Canada
Secretariat

Secrétariat du Conseil du Trésor
du Canada

University Teaching (UT)

**Agreement Between the Treasury Board and the Canadian Military Colleges
Faculty Association**

**Group: University Teaching
(All Employees)**

Expiry date: 2018-06-30

This agreement covers the following classifications:

Code	Group
227	University Teaching (UT)

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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:

“academic year” (*année universitaire*)

is the period from July 1 to June 30 of the next calendar year, or as otherwise defined in the academic calendar;

“Association” (*association*)

means the Canadian Military Colleges Faculty Association (CMCFA);

“bargaining unit” (*unité de négociation*)

means all the employees of the Employer in the University Teaching Group, Scientific and Professional Category, as described in the certificate issued by the former Public Service Staff Relations Board on May 24, 1991;

“CMC” (*CMC*)

means the Canadian Military Colleges;

“College” (*Collège*)

refers to the Royal Military College of Canada;

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“common-law-partner” (*conjoint de fait*)

refers to a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year;

“continuous employment” (*emploi continu*)

has the same meaning as specified in the *Directive on Terms and Conditions of Employment* on the date of signing of this agreement;

“day of rest” (*jour de repos*)

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;

“designated paid holiday” (*jour férié désigné payé*)

means the twenty-four (24) hour period commencing at 00:01 hour of a day designated as a holiday in this agreement;

“employee” (*employé*)

means a person so defined by the *Public Service Labour Relations Act* and who is a member of the bargaining unit;

“Employer” (*employeur*)

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;

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“layoff” (*mise en disponibilité*)

means termination of employment as defined in section 64(1) of the *Public Service Employment Act*, as amended from time to time;

“leave” (*congé*)

means authorized absence from duty;

“membership dues” (*cotisations syndicales*)

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;

“parties” (*parties*)

refers to the Association and the Employer;

“personnel file” (*dossier personnel*)

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;

“principal” (*recteur*)

refers to the principal of the Royal Military College of Canada or his or her delegate;

“sabbatical leave” (*congé sabbatique*)

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;

“UT” (*UT*)

means an employee as defined in (j).

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 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 fulfill 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 recognize 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 claim 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 makes the College vulnerable to harm from misunderstandings that may arise from public discussion or publication in areas that 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 assure the UT's academic freedom, if 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 before 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 that the Employer has not specifically abridged, delegated or modified by this agreement are recognized 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 before 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**

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10.01 The parties recognize the right of UTs to work in an environment free from harassment and agree that harassment will not be tolerated in the workplace. Harassment shall be defined in the *Policy on Harassment Prevention and Resolution*, 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 clause 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 decimal five (7.5) hours per day; thirty-seven decimal five (37.5) hours per week. Notwithstanding this, the nature of the work and 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 or 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 or her qualifications.

13.03 The appropriate head of a University 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 or 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 because of unforeseen circumstances. 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 or 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 or 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 two (2) one-term courses or equivalent. For persons who cease to be Department heads after completing three (3) or more years in that role, this provision shall also apply to the next academic year that they are not on sabbatical leave.
- 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 Employer 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 Employer 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 that has been granted more vacation or sick leave with pay than has been earned, whose services are terminated by layoff 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 a 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 1 to March 31 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 seventy-five (75) hours:

- a. Twelve decimal five (12.5) hours until the month in which the anniversary of the UT's sixteenth (16th) year of service occurs;
- b. Thirteen decimal seven five (13.75) hours commencing with the month in which the anniversary of the UT's sixteenth (16th) year of service occurs;
- c. Fourteen decimal three seven five (14.375) hours commencing with the month in which the anniversary of the UT's seventeenth (17th) year of service occurs;
- d. Fifteen decimal six two five (15.625) hours 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.

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17.03

- a. 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 layoff and is reappointed to the public service within one (1) year following the date of layoff. For greater certainty, severance termination benefits taken under clauses 41.04 to 41.07 of Appendix E, or similar provisions in other collective agreements, do not reduce the calculation of service for UTs who have not yet left the public service.
- b. For the purpose of clause 17.03(a) only, effective April 1, 2012 on a go forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits, once verifiable evidence of such service has been provided in a manner acceptable to the Employer.

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 Employer specifies. The Employer 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 31.

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 leave upon completing the assignment for which he or she was recalled;
 and
 for any reasonable monetary penalty that 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 that he or she is entitled under paragraph 17.06(a) to be reimbursed for reasonable expenses he or she incurred.

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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 that has been earned, an amount equal to the product of the UT's current hourly rate of pay of his or her substantive position, multiplied by the number of hours 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 paragraph 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 decimal five (3.5) years following the date upon which employment is terminated.

**

17.08 Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) 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(a), 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, which 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 UT employment, is a period of leave for a specified duration of six (6) or twelve (12) months when eligible UT shall be relieved of their normal teaching and administrative obligations to give them 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 who applies for a six (6) month sabbatical leave period must have completed three (3) years of service as a UT, while one who applies for a twelve (12) month sabbatical leave period must have completed six (6) years of service as a UT. An applicant may be given credit for up to three (3) years' service at another university upon recommendation of the principal. However, no UT may be granted sabbatical leave before having served three (3) years of continuous service as a full-time UT.
- c. Applications for subsequent periods of sabbatical leave will normally require completion of six (6) years intervening service before being granted a twelve (12) month sabbatical or three (3) years before being granted a six (6) month sabbatical.

18.05 Selection criteria

- a. Applications that meet the essential eligibility criteria requirements of clause 18.04, 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. relevance of the proposed professional development activity to the needs of the department;
 - ii. projected benefits to the applicant's professional development;
 - 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 and 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 (12) 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 (6) months duration (normally July 1 to December 31 or January 1 to June 30), or twelve (12) months duration (normally July 1 to June 30).

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, who take a twelve (12) month sabbatical after completion of at least six (6) years of intervening service or who take a six (6) month sabbatical after completion of at least three (3) years but less than six (6) years of intervening service, will be on leave without pay and may be granted an allowance in lieu of salary equal to 82.5% (85% effective July 1, 2011) of their annual rate of pay in effect at the commencement of the leave, except as provided for in (e) of this clause. Sabbaticants who take a six (6) month sabbatical after completion of at least six (6) years of intervening service 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.
- 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% 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 and approval process.
- d. If a sabbaticant's total remuneration related to the leave project is determined to exceed 100% 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. Examples of situations in which this may occur include, but are not limited to: simultaneous requests from two (2) or more eligible faculty members with the same critical teaching competences within a particular discipline, or requests from eligible academic department heads, where the Employer and the department head agree that it would be desirable for the member to remain somewhat longer as department head. Such deferral shall be counted as service to be credited towards an application for a subsequent sabbatical 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 (4) 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 nine decimal three seven five (9.375) hours for each calendar month for which he or she receives pay for at least seventy-five (75) hours.

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 Employer, 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 paragraph 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 Employer, 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;
 - 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, umpire, or 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 for 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

20.04 At the discretion of the Employer, 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 or adoption of his or her child.

A request for such leave shall not be unreasonably denied.

Other leave

20.05 The Employer 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 the Employer 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 Employer to take the course for purposes of public service civil defence.

20.07 The Employer may grant a UT leave with pay for any period when 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 recognizes 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 recognized 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 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 organizational 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 if 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 before 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 layoff, 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 recognized 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 paragraph 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 eighteen (18) 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 while her newborn child is hospitalized,

- c. the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization while the UT was not on maternity leave, to a maximum of eighteen (18) weeks.
- d. The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- e. The Employer may require a UT to submit a medical certificate certifying pregnancy.
- f. 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.
- g. A UT shall inform the Employer in writing of her plans to take leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks before 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.
- h. 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 maternity benefits under the Employment Insurance or Québec Parental Insurance Plan 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 maternity allowance;
 - 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, layoff, 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:

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

however, a UT whose specified period of employment expired and who is rehired in any portion of the core public administration as specified in the *Public Service Labour Relations Act* within a period of ninety (90) 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 subsections (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 subsection (a)(iii)(B), without activating the recovery provisions described in subsection (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 maternity 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,
 - ii. for each week the UT receives a maternity benefit under the Employment Insurance or Québec Parental Insurance plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit 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) will be estimated and advanced to the UT. Adjustments will be made once the UT provides proof of receipt of Employment Insurance or Québec Parental Insurance maternity 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* or the *Parental Insurance Act* in Quebec.
- 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 that would increase 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 Long term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance or Québec Parental Insurance maternity 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 through 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 while she would have been eligible for maternity benefits under the Employment Insurance or Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance maternity 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 (52) week period beginning on the day on which the child comes into the UT's care.
 - c. Notwithstanding paragraphs (a) and (b) above, at the request of a UT and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two (2) periods.
 - d. 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 while his or her child is hospitalized,

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 while 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.

- e. A UT who intends to request parental leave without pay shall notify the Employer at least four (4) weeks before of the commencement date of such leave.
- f. 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.
- 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, paternity or adoption benefits under the Employment Insurance or Québec Parental Insurance Plan 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 or 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 subsection 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, layoff, 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:

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

however, a UT whose specified period of employment expired and who is rehired in any portion of the core public administration as specified in the *Public Service Labour Relations Act* within a period of ninety (90) 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 subsections (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 subsection (a)(iii)(B), without activating the recovery provisions described in subsection (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 or her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - ii. for each week the UT receives parental, adoption or paternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or her

- parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
- iii. where a UT has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
 - d. At the UT's request, the payment referred to in subparagraph 22.05(c) will be estimated and advanced to the UT. Adjustments will be made once the UT provides proof of receipt of EI or QPIP 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* or the *Parental Insurance Act* in Quebec.
 - 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 he or she 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 that would increase the 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.
 - k. The maximum combined, shared maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.

22.06 Special parental allowance for totally disabled UTs

- a. A UT who:
 - i. fails to satisfy the eligibility requirement specified in subparagraph 22.05(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 through the *Government Employees Compensation Act* prevents the UT from receiving Employment Insurance or Québec Parental Insurance Plan benefits,
and

- ii. has satisfied all of the other eligibility criteria specified in paragraph 22.05(a), other than those specified in sections (A) and (B) of subparagraph 22.05(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 through the *Government Employees Compensation Act*.

- b. A UT shall be paid an allowance under this clause and under clause 22.05 for a combined period of no more than the number of weeks while the UT would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or Québec Parental Insurance Plan, had the UT not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

Article 23: other leave without pay

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 before 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 to:

- a. fulfill 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

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 26.

Part 3: labour relations matters

Article 25: recognition

25.01 The Employer recognizes the Association as the exclusive bargaining agent for all employees described in the certificate issued by the former Public Service Staff Relations Board on the twenty-fourth (24th) day of May, 1991, covering employees of the Employer in the University Teaching Group.

25.02 The Employer recognizes 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 before 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, 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 prior approval of the Employer, except notices relating to business affairs of the Association, 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 Association as to the bona fides of his or her claim and 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. The Association will inform the Employer accordingly.

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.

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28.06 The amounts deducted in accordance with clause 28.01 shall be remitted to the Association 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 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.

28.08 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.

28.09 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**

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

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30.02 The Employer agrees to make the collective agreement electronically accessible to each UT 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 (NJC) 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 15 of the NJC by-laws.

31.02 Individual grievances

Subject to and as provided in section 208 of the *Public Service Labour Relations Act*, a UT may present an individual grievance to the Employer if he or she feels aggrieved:

- a. by the interpretation or application, in respect of the UT, of
 - i. a provision of a statute or regulation, or of a direction or other instrument made or issued by the Employer, that deals with terms and conditions of employment;

or
 - ii. a provision of the collective agreement or an arbitral award;

or
- b. as a result of any occurrence or matter affecting his or her terms and conditions of employment.

31.03 Group grievances

Subject to and as provided in section 215 of the *Public Service Labour Relations Act*, the CMCFA may present a group grievance to the Employer on behalf of UTs in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those UTs, of a provision of the collective agreement or an arbitral award.

- a. In order to present a group grievance, the CMCFA must first obtain the written consent of each of the UTs concerned.
- b. A group grievance must relate to UTs in a single portion of the federal public administration.
- c. A group grievance shall not be deemed to be invalid by reason only of the fact that the consent is not in accordance with Form 19.

31.04 Policy grievances

Subject to and as provided in section 220 of the *Public Service Labour Relations Act*, the CMCFA or the Employer may present a policy grievance in respect of the interpretation or application of the collective agreement or an arbitral award.

A policy grievance may be presented by the CMCFA only at the final step of the grievance procedure, to an authorized representative of the Employer. The Employer shall inform the CMCFA of the name, title and address of this representative.

The grievance procedure for a policy grievance by the Employer shall also be composed of a single step, with the grievance presented to an authorized representative of the CMCFA. The CMCFA shall inform the Employer of the name, title and address of this representative.

31.05

- a. For the purposes of this article, a grievor is a UT or, in the case of a group or policy grievance, a steward, CMCFA staff person or other authorized representative appointed by the CMCFA.
- b. No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause a grievor to abandon a grievance or refrain from exercising the right to present a grievance, as provided in this collective agreement.
- c. The parties recognize the value of informal discussion between UTs and their supervisors and between the CMCFA and the Employer to the end that problems might be resolved without recourse to a formal grievance. When notice is given that a UT or the CMCFA, within the time limits prescribed in clause 31.12, wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

31.06 A grievor wishing to present a grievance at any prescribed step in the grievance procedure, shall transmit this grievance to the UT's immediate supervisor or local officer-in-charge 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 grievor with a receipt stating the date on which the grievance was received.

31.07 A grievance 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.

31.08 Subject to and as provided for in the *Public Service Labour Relations Act*, a grievor who feels treated unjustly 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 31.06, except that:

- a. where there is another administrative procedure provided by or under any act of Parliament to deal with the grievor's 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, a UT is not entitled to present the grievance unless he has the approval of and is represented by the CMCFA.

31.09 There shall be three (3) steps in the grievance procedure. These levels shall be as follows:

- a. Step 1: first level of management;
- b. Step 2: immediate level;
- c. Final step: deputy head or authorized representative.

31.10 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 local officer-in-charge 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 the UTs to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the CMCFA.

31.11 A UT who so desires, may be assisted and/or represented by the CMCFA when presenting a grievance at any step. The CMCFA shall have the right to consult with the Employer with respect to a grievance at each or any step of the grievance procedure.

31.12 A grievor may present a grievance to the first step of the procedure in the manner prescribed in clause 31.06, not later than the twenty-fifth (25th) day after the date on which the grievor is notified or on which the grievor first becomes aware of the action or circumstances giving rise to the grievance. The Employer may present a policy grievance in the manner prescribed in clause 31.04 not later than the twenty-fifth (25th) day after the date on which the Employer is notified orally or in writing or on which the Employer first becomes aware of the action or circumstances giving rise to the policy grievance.

31.13 A grievor may present a grievance at each succeeding step in the grievance procedure beyond the first step either:

- a. where the decision or settlement is not satisfactory to the grievor, within ten (10) days after that decision or settlement has been conveyed in writing to the grievor by the Employer,
- or
- b. where the Employer has not conveyed a decision to the grievor within the time prescribed in clause 31.14, within fifteen (15) days after presentation by the grievor of the grievance at the previous step.

31.14 The Employer shall normally reply to a 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 where the grievance is presented at the final step except in the case of a policy grievance, to which the Employer shall normally respond within thirty (30) days. The CMCFA shall normally reply to a policy grievance presented by the Employer within thirty (30) days.

31.15 Where a UT has been represented by the CMCFA in the presentation of the UT's grievance, the Employer will provide the appropriate representative of the CMCFA 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.

31.16 The decision given by the Employer at the final step in the grievance procedure shall be final and binding upon the UT unless the grievance is a class of grievance that may be referred to adjudication.

31.17 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.

31.18 Where the provisions of clause 31.06 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 of the department concerned. 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, but 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.

31.19 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the grievor and, where appropriate the CMCFA representative, except as provided in clause 31.21.

31.20 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 grievor, and, where applicable, the CMCFA.

31.21 Where the Employer demotes or terminates a UT pursuant to paragraph 12(1)(c), (d) or (e) 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 Employer and the appropriate representative of the CMCFA.

31.22 A grievor may by written notice to the immediate supervisor or officer-in-charge abandon a grievance.

31.23 Any grievor 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 grievor's control, the grievor was unable to comply with the prescribed time limits.

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

- a. the interpretation or application of a provision of this collective agreement or related arbitral award,
or
- b. termination of employment or demotion pursuant to paragraph 12(1)(c), (d) or (e) of the *Financial Administration Act*,
or
- c. disciplinary action resulting in suspension or financial penalty,

and the grievance has not been resolved, it may be referred to adjudication in accordance with the provisions of the *Public Service Labour Relations Act* and Regulations.

31.25 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 CMCFA signifies:

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

31.26 Expedited adjudication

The parties agree that any adjudicable grievance may be referred to the following expedited adjudication process:

- a. At the request of either party, a grievance that has been referred to adjudication may be dealt with through expedited adjudication with the consent of both parties.
- b. Future cases may be identified for this process by either party, subject to the consent of the parties.
- c. When the parties agree that a particular grievance will proceed through expedited adjudication, the CMCF A will submit to the PSLRB the consent form signed by the grievor or the bargaining agent.
- d. The parties may proceed with or without an agreed statement of facts. When the parties arrive at an agreed statement of facts it will be submitted to the PSLRB or to the Adjudicator at least forty-eight (48) hours prior to the start of the hearing.
- e. No witnesses will testify.
- f. The Adjudicator will be appointed by the PSLRB from among its members who have had at least three (3) years' experience as a member of the Board.
- g. Each expedited adjudication session will take place in Kingston unless the parties and the PSLRB agree otherwise. The cases will be scheduled jointly by the parties and the PSLRB, and will appear on the PSLRB hearing schedule.
- h. The Adjudicator will make an oral determination at the hearing which will be recorded and initialled by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.
- i. The Adjudicator's determination will be final and binding on all the parties, but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court.

****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, and as amended from time to time, 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 subsection 113(b) of the PSLRA.

32.02 The NJC items which may be included in a collective agreement are those 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, and as amended from time to time.

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32.03 All directives, as amended from time to time by National Joint Council recommendation and which have been approved by the Treasury Board, form part of this collective agreement. The list of directives shall be accessible at the [National Joint Council website](#).

Grievances in regard to the NJC directives shall be filed in accordance with clause 31.01 of this collective agreement.

****Article 33: leave for labour relations matters**

Complaints made to the Public Service Labour Relations Board pursuant to section 190 (1) of the *Public Service Labour Relations Act*

33.01 When operational requirements permit, in cases of complaints made to the Public Service Labour Relations Board pursuant to section 190(1) of the PSLRA alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a) or 189(1) of the PSLRA, 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 his or her representative will, where operational requirements permit, be given reasonable leave with pay for this purpose when the discussion takes place in the UT's headquarters area, and leave without pay when it takes place outside the UT's headquarters area.

Contract negotiations meetings

33.10 Where operational requirements permit, the Employer will grant leave without pay to a UT to attend 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 or her, the UT is entitled to have, at his or 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. These periods will automatically be extended by the length of any period of leave without pay.

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 or her recommendation that a UT be terminated on grounds that the UT has failed to adequately perform his or 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 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 (1) of the two (2) 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 include those factors intrinsic to the process of academic research, such as honest error, conflicting data or differences in interpretation, or assessment of data or of experimental design;
- b. material failure to comply with relevant federal or provincial 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 be imposed only 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 or her a fair opportunity to respond;
and
- d. the notice in paragraph (c) shall advise the UT concerned of his or 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 or 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 or her personnel file a written reply to any document in his or 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 or 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 or her at that time. A UT's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate his or 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. Before 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: retirement and resignation

38.01 Except in extenuating circumstances, UTs shall give at least four (4) months' notice of retirement or resignation and shall select a retirement or resignation date falling:

- a. between the end of winter term supplemental examinations and the start of fall term, or
- b. between the due date for fall term marks and the end of the week in which the last fall supplemental exam is held.

38.02 In the case of resignation to take up another full-time position, it is understood that receiving an offer of employment at a late date constitutes a valid extenuating circumstance for not giving the entire notice period. The UT is still expected to select a date of resignation falling within the times provided for in clause 38.01.

Article 39: agreement re-opener

39.01 This agreement may be amended by mutual consent of the parties.

Part 4: pay and duration****Article 40: pay and pay administration**

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

40.02 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.

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

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40.04 Rates of pay

- a. Where the rates of pay set forth in Appendix A have an effective date before 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. 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 or notification shall be made pursuant to clause 40.04 for one dollar (\$1.00) or less.

****Article 41: severance pay**

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41.01 Under the following circumstances and subject to clause 41.02, a UT shall receive severance benefits calculated on the basis of the UT’s weekly rate of pay:

- a. **Layoff**
 - i. On the first (1st) layoff, for the first (1st) complete year of continuous employment two (2) weeks’ pay, or three (3) weeks’ pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks’ pay for employees with twenty (20) or more years of continuous

employment, plus 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 layoff 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 subparagraph (a)(i).

b. Rejection on probation

- i. 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.

c. 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.

d. 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 subsection 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 subsection 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.

**

41.02 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 this article be pyramided.

For greater certainty, payments in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) made pursuant to 41.04 to 41.07 of Appendix E or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of clause 41.02.

41.03 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.

**

41.04 For employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) and who opted to defer their payment, the former provisions outlining the payment in lieu are found at Appendix E.

Article 42: other leave with or without pay

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

**** Article 43: duration**

43.01 Unless otherwise expressly stipulated, the provisions of this collective agreement shall become effective on the date it is signed.

43.02 This agreement shall expire on June 30, 2018.

**

43.03 The provisions of this collective agreement shall be implemented by the parties within a period of two hundred and seventy (270) days from the date of signing.

Signed at Kingston, this 12th day of the month of October 2018.

The Treasury Board of Canada

Sandra Hassan
Yves Beaupré
Allison Shatford
Dr. Harry Kowal
Dr. Philip Bates
Dr. Patrick Heffernan
Marc Lacroix

The Canadian Military Colleges Faculty Association

Dr. Jean-Marc Noël
Dr. Barbara Falk
Dr. Kevin Jaansalu
Dr. Charles-Philippe Courtois
Dr. Sylvain Leblanc

**Appendix A

UT: University Teaching group annual rates of pay (in dollars)

Table legend

- \$) Effective July 1, 2013
- A) Effective July 1, 2014
- B) Effective July 1, 2015
- X) Effective July 1, 2016: restructure
- C) Effective July 1, 2016
- D) Effective July 1, 2017

UT-1: annual rates of pay (in dollars), Steps 1 to 9

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$) July 1, 2013	38531	41426	44321	47216	50111	53005	55900	58798	61691
A) July 1, 2014	39013	41944	44875	47806	50737	53668	56599	59533	62462
B) July 1, 2015	39501	42468	45436	48404	51371	54339	57306	60277	63243
X) July 1, 2016	40489	43530	46572	49614	52655	55697	58739	51784	64824
C) July 1, 2016	40995	44074	47154	50234	53313	56393	59473	62556	65634
D) July 1, 2017	41507	44625	47743	50862	53979	57098	60216	63338	66454

UT-1: annual rates of pay (in dollars), Steps 10 to 15

Effective date	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
\$) July 1, 2013	64585	67482	70375	73270	76165	79059
A) July 1, 2014	65392	68326	71255	74186	77117	80047
B) July 1, 2015	66209	69180	72146	75113	78081	81048
X) July 1, 2016	67864	70910	73950	76991	80033	83074
C) July 1, 2016	68712	71796	74874	77953	81033	84112
D) July 1, 2017	69571	72693	75810	78927	82046	85163

UT-2: annual rates of pay (in dollars), Steps 1 to 9

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$) July 1, 2013	55094	57990	60885	63780	66675	69571	72464	75359	78254
A) July 1, 2014	55783	58715	61646	64577	67508	70441	73370	76301	79232
B) July 1, 2015	56480	59449	62417	65384	68352	71322	74287	77255	80222
X) July 1, 2016	57610	60638	63665	66692	69719	72748	75773	78800	81826
C) July 1, 2016	58330	61396	64461	67526	70590	73657	76720	79785	82849
D) July 1, 2017	59059	62163	65267	68370	71472	74578	77679	80782	83885

UT-2: annual rates of pay (in dollars), Steps 10 to 16

Effective date	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
\$) July 1, 2013	81148	84045	86938	89834	92727	95622	98518
A) July 1, 2014	82162	85096	88025	90957	93886	96817	99749
B) July 1, 2015	83189	86160	89125	92094	95060	98027	100996
X) July 1, 2016	84853	87883	90908	93936	96961	99988	103016
C) July 1, 2016	85914	88982	92044	95110	98173	101238	104304
D) July 1, 2017	86988	90094	93195	96299	99400	102503	105608

UT-3: annual rates of pay (in dollars), Steps 1 to 9

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
) July 1, 2013	74743	77637	80532	83427	86323	89217	92113	95005	97899
A) July 1, 2014	75677	78607	81539	84470	87402	90332	93264	96193	99123
B) July 1, 2015	76623	79590	82558	85526	88495	91461	94430	97395	100362
X) July 1, 2016	78922	81978	85035	88092	91150	94205	97263	100317	103373
C) July 1, 2016	79909	83003	86098	89193	92289	95383	98479	101571	104665
D) July 1, 2017	80908	84041	87174	90308	93443	96575	99710	102841	105973

UT-3: annual rates of pay (in dollars), Steps 10 to 16

Effective date	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
) July 1, 2013	100794	103690	106586	109480	112376	115270	118164
A) July 1, 2014	102054	104986	107918	110849	113781	116711	119641
B) July 1, 2015	103330	106298	109267	112235	115203	118170	121137
X) July 1, 2016	106430	109487	112545	115602	118659	121715	124771
C) July 1, 2016	107760	110856	113952	117047	120142	123236	126331
D) July 1, 2017	109107	112242	115376	118510	121644	124776	127910

UT-4: annual rates of pay (in dollars), Steps 1 to 9

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
) July 1, 2013	88778	91674	94568	97463	100358	103252	106146	109040	111939
A) July 1, 2014	89888	92820	95750	98681	101612	104543	107473	110403	113338
B) July 1, 2015	91012	93980	96947	99915	102882	105850	108816	111783	114755
X) July 1, 2016	93742	96799	99855	102912	105968	109026	112080	115136	118198
C) July 1, 2016	94914	98009	101103	104198	107293	110389	113481	116575	119675
D) July 1, 2017	96100	99234	102367	105500	108634	111769	114900	118032	121171

UT-4: annual rates of pay (in dollars), Steps 10 to 19

Effective date	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19
) July 1, 2013	114832	117726	120621	123515	126411	129304	132200	135095	137989	140885
A) July 1, 2014	116267	119198	122129	125059	127991	130920	133853	136784	139714	142646
B) July 1, 2015	117720	120688	123656	126622	129591	132557	135526	138494	141460	144429
X) July 1, 2016	121252	124309	127366	130421	133479	136534	139592	142649	145704	148762
C) July 1, 2016	122768	125863	128958	132051	135147	138241	141337	144432	147525	150622
D) July 1, 2017	124303	127436	130570	133702	136836	139969	143104	146237	149369	152505

Notes**1. Pay administration**

Subject to the provisions of the Article 40 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, 2008.

****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	Effective July 1, 2014
1 to 10	\$4,100
11 to 15	\$4,600
16 or more	\$5,100

The principal may accord or may recommend an allowance to a member who is appointed as an assistant dean, associate dean, vice-dean, and any other UT, 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 of Canada (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

1. The parties agree that incumbents of positions identified above shall be eligible to receive a terminable allowance.
2. The terminable allowance does not form part of a UT's salary except for the calculation of the sabbatical allowance and the maternity and parental allowances.
3. 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.
4. The allowance shall be paid in the following amounts and subject to the following conditions:

Effective July 1, 2014, with the exception of a UT who meets the conditions stipulated in section B, the UT shall receive the amount in section A:

UT-1: on September 15, 2014, an amount of \$1,650 and on January 15, 2015, an amount of \$1,650

UT-2: on September 15, 2014, an amount of \$1,325 and on January 15, 2015, an amount of \$1,325

UT-3: on September 15, 2014, an amount of \$1,575 and on January 15, 2015, an amount of \$1,575

UT-4: on September 15, 2014, an amount of \$1,875 and on January 15, 2015, an amount of \$1,875

- A. A UT-2 who has been at the ceiling for 12 months or longer, and a UT-3 who has been promoted to that rank with an effective date of July 1, 2014, and who was previously at the ceiling of UT-2 for 12 months or more, shall receive on September 15, 2014, an amount of \$1,860 and on January 15, 2015, an amount of \$1,860.

A UT-3 who has been at the ceiling for 12 months or longer, and a UT-4 who has been promoted to that rank with an effective date of July 1, 2014, and who was previously at the ceiling of UT-3 for 12 months or more, shall receive on September 15, 2014, an amount of \$3,050 and on January 15, 2015, an amount of \$3,050.

A UT-4 who has been at the ceiling of UT-4 for 12 months or longer, shall receive on September 15, 2014, an amount of \$3,250 and on January 15, 2015, an amount of \$3,250.

**

Effective July 1, 2015, with the exception of a UT who meets the conditions stipulated in section B, the UT shall receive the amount in section A:

A. UT-1: on September 15, 2015, an amount of \$1,650 and on January 15, 2016, an amount of \$1,650

UT-2: on September 15, 2015, an amount of \$1,325 and on January 15, 2016, an amount of \$1,325

UT-3: on September 15, 2015, an amount of \$1,575 and on January 15, 2016, an amount of \$1,575

UT-4: on September 15, 2015, an amount of \$1,875 and on January 15, 2016, an amount of \$1,875

B. A UT-2 who has been at the ceiling for 12 months or longer, and a UT-3 who has been promoted to that rank with an effective date of July 1, 2015, and who was previously at the ceiling of UT-2 for 12 months or more, shall receive on September 15, 2015, an amount of \$1,860 and on January 15, 2016, an amount of \$1,860.

A UT-3 who has been at the ceiling for 12 months or longer, and a UT-4 who has been promoted to that rank with an effective date of July 1, 2015, and who was previously at the ceiling of UT-3 for 12 months or more, shall receive on September 15, 2015, an amount of \$3,050 and on January 15, 2016, an amount of \$3,050.

A UT-4 who has been at the ceiling of UT-4 for 12 months or longer, shall receive on September 15, 2015, an amount of \$3,250 and on January 15, 2016, an amount of \$3,250.

**

Effective July 1, 2016, with the exception of a UT who meets the conditions stipulated in section B, the UT shall receive the amount in section A:

A. UT-1: on September 15, 2016, an amount of \$1,650 and on January 15, 2017, an amount of \$1,650

UT-2: on September 15, 2016, an amount of \$1,325 and on January 15, 2017, an amount of \$1,325

UT-3: on September 15, 2016, an amount of \$1,575 and on January 15, 2017, an amount of \$1,575

UT-4: on September 15, 2016, an amount of \$1,875 and on January 15, 2017, an amount of \$1,875

- B. A UT-2 who has been at the ceiling for 12 months or longer, and a UT-3 who has been promoted to that rank with an effective date of July 1, 2016, and who was previously at the ceiling of UT-2 for 12 months or more, shall receive on September 15, 2016, an amount of \$1,860 and on January 15, 2017, an amount of \$1,860.

A UT-3 who has been at the ceiling for 12 months or longer, and a UT-4 who has been promoted to that rank with an effective date of July 1, 2016, and who was previously at the ceiling of UT-3 for 12 months or more, shall receive on September 15, 2016, an amount of \$3,050 and on January 15, 2017, an amount of \$3,050.

A UT-4 who has been at the ceiling of UT-4 for 12 months or longer, shall receive on September 15, 2016, an amount of \$3,250 and on January 15, 2017, an amount of \$3,250.

**

Effective July 1, 2017, with the exception of a UT who meets the conditions stipulated in section B, the UT shall receive the amount in section A:

- A. UT-1: on September 15, 2017, an amount of \$1,650 and on January 15, 2018, an amount of \$1,650

UT-2: on September 15, 2017, an amount of \$1,325 and on January 15, 2018, an amount of \$1,325

UT-3: on September 15, 2017, an amount of \$1,575 and on January 15, 2018, an amount of \$1,575

UT-4: on September 15, 2017, an amount of \$1,875 and on January 15, 2018, an amount of \$1,875

- B. A UT-2 who has been at the ceiling for 12 months or longer, and a UT-3 who has been promoted to that rank with an effective date of July 1, 2017, and who was previously at the ceiling of UT-2 for 12 months or more, shall receive on September 15, 2017, an amount of \$1,860 and on January 15, 2018, an amount of \$1,860.

A UT-3 who has been at the ceiling for 12 months or longer, and a UT-4 who has been promoted to that rank with an effective date of July 1, 2017, and who was previously at the ceiling of UT-3 for 12 months or more, shall receive on September 15, 2017, an amount of \$3,050 and on January 15, 2018, an amount of \$3,050.

A UT-4 who has been at the ceiling of UT-4 for 12 months or longer, shall receive on September 15, 2017, an amount of \$3,250 and on January 15, 2018, an amount of \$3,250.

**

5. This Memorandum of Understanding expires on June 30, 2018.

Signed at Kingston, this 12th day of the month of October 2018.

The Treasury Board of Canada

Sandra Hassan
Yves Beaupré

The Canadian Military Colleges Faculty Association

Dr. Jean-Marc Noël
Dr. Kevin Jaansalu

****Appendix D****Memorandum of Understanding Between the Treasury Board of Canada and the Canadian Military Colleges Faculty Association in Respect of the University Teaching Group Bargaining Unit****Professional Development Allocation (PDA)
Effective July 1, 2014**

1.
 - a. Each UT shall be allocated, out of departmental Operations and Maintenance (O&M) funds, \$1,550 for professional development expenses per fiscal year. A UT with less than six (6) years' experience as a university faculty member shall be allocated \$2,000 for professional development expenses per fiscal year.
 - b. The existence of these funds does not preclude a UT from applying for additional O&M and research funds.
 - c. Professional development includes activities that are likely to be of assistance to a UT in furthering his/her professional development, and to the Canadian Defence Academy Formation in achieving its goals.
 - i. maintenance and development of professional responsibilities such as memberships in learned and professional societies; and/or
 - ii. the purchase of items related to the performance of professional, teaching or research activities.
 - d. Items that clearly meet these tests include but are not limited to scholarly or academically useful books, relevant software, costs associated with conference attendance and research supplies. There are, however, many items where prior approval above the level of dean may be required, and in some cases where approval on the clarity of needs will be subject to management review.
 - e. PDA funds can be used to purchase Internet services at home, for professional use only. A statutory declaration will be required of the individual, indicating the % of this service that is going to be used for professional activities and only this proportion will be reimbursed.
 - f. All items purchased with PDA funds belong to the Crown, but are for the exclusive use of the member whose PDA was used as long as that person remains a UT. In addition, certain items must be recorded on the Supply Customer Account (SCA) as per College policy.
 - g. Furthermore, in the case of computing components (such as printers) the faculty member must cover the cost for any and all maintenance either from the member's own research funds, from the PDA or from personal funds.
 - h. Vanity items or items which would normally be considered as personal use items will not be approved, for example, gowns, framing of degrees, expensive pens and stationery or entertainment items.

- i. A UT's professional development expenses including memberships fees shall be subject to authorization by the principal, with substantiation by the UT's dean in order to ensure that those expenses meet the above purposes.
2. Detailed guidelines on PDA expenditure and reimbursement procedures will be promulgated in writing through the principal's office, in consultation with the CMCFAs.
3. In the event of a dispute regarding the application of this Memorandum of Understanding, the parties will endeavor to resolve it through consultation in a timely manner.
4. This Memorandum of Understanding expires on June 30, 2018.

****Appendix E**

Archived provisions for the elimination of severance pay for voluntary separations (resignation and retirement)

This Appendix is to reflect the language agreed to by the Employer and the Canadian Military Colleges Faculty Association for the elimination of severance pay for voluntary separations (resignation and retirement) on July 2, 2011. These historical provisions are being reproduced to reflect the agreed language in situations of deferred payment.

Article 41: severance pay

Effective July 2, 2011, paragraphs 41.01(b) and (d) are deleted from the collective agreement.

41.01 Under the following circumstances and subject to clause 41.02, a UT shall receive severance benefits calculated on the basis of the UT's weekly rate of pay:

a. Layoff

- i. On the first (1st) layoff, for the first (1st) complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus 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 the second (2nd) or subsequent layoff, 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 subparagraph (a)(i).

b. Resignation

On resignation, subject to paragraph 41.01(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 of 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 twelve decimal five (12.5) hours per week and who, if he or she were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity there under, 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 subsection 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 subsection 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.

41.02 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 this article be pyramided.

For greater certainty, payments made pursuant to 41.04 to 41.07 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of clause 41.02.

41.03 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.

41.04 Severance termination

- a. Subject to 41.02 above, indeterminate UT's on July 2, 2011, shall be entitled to severance termination benefits equal to 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.
- b. Subject to 41.02 above, term UT's on July 2, 2011, shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

Terms of payment

41.05 Options

The amount to which UT is entitled shall be paid, at the UT's discretion, either:

- a. as a single payment at the rate of pay of the employee's substantive position as of July 2, 2011, or
- b. as a single payment at the time of the UT's termination of employment from the core public administration, based on the rate of pay of the UT's substantive position at the date of termination of employment from the core public administration, or
- c. as a combination of (a) and (b), pursuant to 41.06(c).

41.06 Selection of option

- a. The Employer will advise the UT of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- b. The UT shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- c. The UT who opts for the option described in 41.05(c) must specify the number of complete weeks to be paid out pursuant to 41.05(a) and the remainder to be paid out pursuant to 41.05(b).
- d. A UT who does not make a selection under 41.06(b) will be deemed to have chosen option 41.05(b).

41.07 Appointment from a different bargaining unit

This clause applies in a situation where an employee is appointed into a position in the UT bargaining unit from a position outside the UT bargaining where, at the date of appointment, provisions similar to those in 41.01(b) and (d) are still in force, unless the appointment is only on an acting basis.

- a. Subject to 41.02 above, on the date an indeterminate employee becomes subject to this agreement after July 2, 2011, he or she shall be entitled to severance termination benefits equal to 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, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- b. Subject to 41.02 above, on the date a term employee becomes subject to this agreement after July 2, 2011, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- c. An employee entitled to a severance termination benefits under paragraph (a) or (b) shall have the same choice of options outlined in 41.05, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.
- d. An employee who does not make a selection under 41.07(c) will be deemed to have chosen option 41.05(b).

****Appendix F**

Memorandum of Agreement on Supporting Employee Wellness

This Memorandum of Agreement is to give effect to the agreement reached between the Employer and the Canadian Military Colleges Faculty Association (hereinafter referred to as “the parties”) regarding issues of employee wellness.

The parties will agree to engage in discussions regarding an Employee Wellness Support Program (EWSP) which will focus on improving employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.

Key features

The EWSP will incorporate the following key features:

- contained in collective agreements;
- benefits for up to 26 weeks (130 working days) with income support replacement at 100%;
- the annual allotment shall be 9 days of paid sick leave for illness or injury that falls outside of the parameters of the EWSP;
- 100% income replacement during the 3 day (working) qualification period when the employee’s claim is approved;
- qualifying chronic or episodic illnesses will be exempt of the qualifying period;
- the qualification period will be waived in cases of hospitalization or recurrence of a prior illness or injury approved under EWSP within 30 days;
- employees are entitled to carry over a maximum of 3 days of unused sick leave credits remaining at the end of the fiscal year, for use in the following fiscal year;
- the accumulation of current sick leave credits will cease once the EWSP is implemented. Employees with banked sick leave in excess of 26 weeks, will be entitled to carry over those excess days to provide extended coverage at 100% income replacement prior to accessing Long Term Disability (LTD);
- travel time for diagnosis and treatment;
- internal case management and return to work services focused on supporting employees when ill or injured;
- an employee on EWSP will be considered to be on leave with pay;
- full costs of administering the EWSP to be borne by Employer;
- increase the quantum of family related leave by one (1) day.

Process

The parties agree to join the technical committee and the steering committee, with a long-term focus and commitment from senior leadership of the parties.

The steering committee and technical committee will be established within 60 days of signing. The committees will be comprised of an equal number of Employer representatives and Union representatives. The steering committee is responsible for determining the composition of the technical committee.

All time spent by employees in support of the Technical Committee shall be deemed to be leave with pay for union activities. The Employer will grant leave with pay for employees engaged in these activities, including preparation and travel time.

The technical committee will develop all agreements and documents needed to support the implementation of a EWSP during the next round of collective bargaining. This work shall be completed within one year of signing. The technical committee shall provide interim recommendations for review by the steering committee on the following matters through a series of regular meetings:

- consequential changes to existing leave provisions within the collective agreements, and the LTD Plan;
- definitions;
- eligibility conditions for a new EWSP;
- assessment and adjudication processes;
- internal case management and return to work services;
- workplace accommodations;
- creation of a Centre for Workplace Well-being;
- governance of the EWSP, including dispute resolution mechanisms;
- coverage of operational stress injuries and other injuries sustained by employees deployed in military operations;
- harassment;
- domestic violence;
- and
- other measures that would support an integrated approach to the management of health for federal public service employees.

The technical committee shall review practices from other Canadian jurisdictions and Employers that might be instructive for the public service, recognizing that not all workplaces are the same. Federal public service health and safety committees will be consulted as required by the steering committee, as well as leading Canadian experts in the health and disability management field.

The steering committee is to approve a work plan for the technical committee and timelines for interim reports within 4 months of signing. The technical committee work plan may be amended from time to time by mutual consent of the steering committee members.

Dates may be extended by mutual agreement of the steering committee members. The technical committee terms of reference may be amended from time to time by mutual consent of the steering committee members.

The parties agree if an agreement is not reached within 18 months from the establishment of the Technical Committee, or at any time before that time, to jointly appoint a mediator within 30 days.

Integration into the collective agreement

Future amendments to the EWSP shall require the agreement of the Association and the Employer. Future amendments shall be negotiated between the parties at a central table made up of the Association bargaining team and the Employer bargaining team.