

# Collective Agreement

Between the

**Canadian Memorial Chiropractic College**  
(CMCC)

and the

**Canadian Union of Public Employees LOCAL 4773**  
(the UNION)

---

Effective Date: June 1, 2024

Expiry Date: May 31, 2028



**CUPE**  **CMCC**

Table of Contents

Article 1. Preamble ..... 3

Article 2. Recognition ..... 3

Article 3. Management Rights ..... 3

Article 4. No Discrimination/Harassment ..... 4

Article 5. Dues Deduction ..... 4

Article 6. No Strikes / No Lock Outs ..... 4

Article 7. New Employee ..... 4

Article 7.1. Probationary Period ..... 4

Article 7.2. Termination of Employment ..... 5

Article 8. Correspondence ..... 5

Article 9. Labour / Management Committee ..... 5

Article 10. Labour / Management Bargaining Relations ..... 5

Article 11. Grievances ..... 7

Article 12. Arbitration ..... 7

Article 13. Disciplinary Action ..... 7

Article 14. Seniority ..... 8

Article 15. Appointments and Promotions ..... 14

Article 16. Workload ..... 15

Article 17. Job Postings ..... 16

Article 18. Layoffs and Recalls ..... 17

Article 19. Holidays ..... 17

Article 20. Vacation ..... 18

Article 21. Sick Leave ..... 19

Article 22. Leave of Absence ..... 22

Article 23. Salary ..... 23

Article 24. Pay Equity ..... 23

Article 25. Technological Change ..... 24

Article 26. Retirement Savings Programs ..... 24

Article 27. Insured Benefit Plans ..... 24

Article 28. Occupational Health and Safety ..... 25

Article 29. Chiropractic Treatment ..... 25

Article 30. General Conditions ..... 25

Article 31. Copies of Agreement ..... 25

Article 32. Tuition Assistance.....	
Article 33. Membership Fees .....	26
Article 34. Professional Development .....	27
Article 35. Secondment .....	27
Article 36. Intellectual Property .....	28
Article 37. Academic Freedom .....	29
Article 38. Legal Liability .....	30
Article 39. Expenses .....	31
Article 40. Terms of Agreement .....	32
Memorandum of Settlement .....	40
Appendix A. Memorandum of Understanding – Clinic Working Group.....	45
Appendix B. Memorandum of Understanding – Faculty Research Hours Working Group .....	46
Appendix C. Memorandum of Understanding – Retirement Savings Programs .....	46

## Article 1 – Preamble

- 1.01 The general purpose of this Agreement is to establish and maintain a harmonious relationship between CMCC and its employees represented by the Union; to set forth agreement covering earnings and other working conditions which shall supersede all previous agreements and arrangements between the CMCC and its employees now represented by the Union; and to ensure peaceful settlement of any differences as may from time to time arise between them.

## Article 2 – Recognition

- 2.01 CMCC recognizes the Canadian Union of Public Employees and its Local 4773 as the sole and exclusive bargaining agent of all employees, teaching assistants, laboratory technologists and librarians, save and except Special Assistant to the President, Manager, Supervisor, Clinical Administration, External Clinic Coordinator, Education Coordinators, Directors, those above the level of Director, those engaged in administrative, office and clerical functions.
- 2.02 The Parties agree that nothing in this agreement shall prevent employees of CMCC excluded from the bargaining unit defined in 2.01 above from the teaching of courses or the pursuit of research, scholarly or creative activities. Teaching of courses and/or clinical supervision by those excluded from the bargaining unit will not exceed 20% of a full-time equivalent workload as defined in Article 16 Workload.
- 2.03 Both parties acknowledge that the duration of assignments funded from a party or parties external to CMCC are outside the control of CMCC. As such, the terms and conditions of this Agreement do not apply to such situations.

## Article 3 – Management Rights

- 3.01 All inherent and common law management functions and prerogatives which CMCC has not expressly modified or restricted by a specific provision of this agreement are retained and vested exclusively in CMCC.
- 3.02 Without limiting the generality of the above, these rights include, but are not limited to the right:
- To hire, classify, direct, promote, demote, transfer, layoff or recall, discharge, suspend or otherwise discipline employees for just cause;
  - To determine the requirements of a job, the standards of the work to be performed and to examine, evaluate and appraise individual performance as necessary;
  - To expand, reduce, alter, combine, transfer or cease any job, department, operation or service;
  - To determine the size and composition of the work force;
  - To make or change rules, policies and practices provided that such rules, policies and practices shall not be inconsistent with the terms of this agreement;
  - To maintain order and efficiency and otherwise generally manage CMCC, direct the work force and establish terms and conditions of employment not in conflict with the provisions of the agreement.
- 3.03 In exercising its rights and in conducting its employment relations CMCC shall act reasonably, non-discriminatorily and in good faith.

## Article 4 – No Discrimination/Harassment

- 4.01 The Employer and the Union agree that there shall be no intimidation, discrimination, interference, restriction, coercion, violence, bullying, harassment or sexual harassment exercised or practiced with respect to any employee by reason of any protected ground under the Ontario Human Rights Code.

#### Article 5 – Dues Deduction

- 5.01 Within thirty days of employment, members of the bargaining unit shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-law of the Union.
- 5.02 During the life of this Agreement, CMCC shall deduct, on a per pay basis, from each member of the Bargaining Unit, an amount equal to such fees, monthly dues, or assessments as may be authorized from time to time by the Union and certified in writing to CMCC by the Union. CMCC shall remit the amounts deducted to the Secretary Treasurer of the Union at National Headquarters of the Canadian Union of Public Employees no later than fifteen (15) days after the end of the calendar month in which the deductions have been made. The amounts deducted shall be accompanied by a list of the names of employees from whose earnings deductions have been made.
- 5.03 The amount of union dues paid by members of the bargaining unit will be indicated on each employee's T-4.

#### Article 6 - No Strikes / No Lock Outs

- 6.01 The parties shall not engage in strikes or lock outs as defined in the Ontario Labour Relations Act, so long as this Agreement continues to operate.

#### Article 7 – New Employee

- 7.01 An officer of the Union shall be given an opportunity to orient each new employee during the first month of employment for the purpose of acquainting the new employee with the terms of this agreement and their responsibilities and obligations to CMCC and the Union.

#### Article 7.1 – Probationary Period

- 7.1.01 A new employee who is a clinician, librarian or laboratory technologist, will be considered on probation for the first six (6) months of continuous employment. Other employees will be considered to be on probation until the completion of the course(s) at the end of their first academic year. With the written consent of CMCC, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. A probationary employee may grieve the release if it is done arbitrarily and in bad faith.

#### Article 7.2 - Termination of Employment

- 7.2.01 Employment shall be terminated if the Employee:
- Is discharged for just cause and not reinstated;
  - Resigns in writing;
  - Has not worked for CMCC for a twelve (12) month period;
  - Completes their limited term contract;
  - Terminates recall rights after layoff.

#### Article 8 – Correspondence

- 8.01 Except where otherwise provided, official communications in the form of correspondence between CMCC and the Union shall pass to and from the Director, Human Resources, President of Local 4773 and the Recording Secretary of the Union.

#### Article 9 – Labour/Management Committee

- 9.01 The parties agree to establish a Labour/Management Committee (LMC) consisting of three (3) Union and three (3) CMCC representatives, unless otherwise agreed. This committee shall be the forum for discussion of any and all matters of interest between the parties.
- 9.02 The LMC shall meet at least once each month and shall function in an advisory capacity only to make recommendations to the Union and/or CMCC as appropriate. It shall have no power to add to, subtract from or amend in any manner the terms of the agreement, nor shall it handle grievances.
- 9.03 The Committee shall meet at least once each month at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee.
- 9.04 CMCC and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

#### Article 10 – Labour/Management Bargaining Relations

- 10.01 CMCC will recognize a Union Bargaining Committee of up to five (5) members of the bargaining unit. These members will be given time off during regular working hours without loss of earnings while attending bargaining meetings.
- 10.02 Local 4773 shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with CMCC. Such representative(s)/advisor(s) shall have access to CMCC's premises (during normal working hours) in order to deal with any matters arising out of this collective agreement. When such representative(s)/advisor(s) deal directly with CMCC the extent of their authority shall be clearly defined and communicated to CMCC by the Union.
- 10.03 In order that no individual employee or group of employees shall undertake to represent the Union without proper Union authorization, the Union shall provide CMCC, in writing, with the names of all its representatives mentioned within this agreement. CMCC shall recognize such representatives only from the date of receipt of such notice.
- 10.04 The Union acknowledges that its representatives have their duties to perform as employees of CMCC and agrees that such persons shall not request nor be granted unreasonable amounts of time off work to attend to Union business as provided for in this agreement.

#### Article 11 – Grievances

- 11.01 For the purposes of this Agreement "grievance" shall mean any difference or dispute arising between the parties to this Agreement concerning the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- 11.02 Complaint Step: With the exception of a grievance that may be submitted directly at Step 2 as provided for in this Article, no grievance shall be deemed to exist unless the matter has been discussed first by the employee and the employee's Supervisor. This discussion shall be requested by the employee no later than fourteen

(14) calendar days after the employee became aware, or ought to have been aware of the circumstances giving rise to the complaint.

- 11.03 Step 1: If the grievance is not settled as provided for in 11.02 above it shall be set forth in writing, signed by the grievor and a Union Steward and given to the employee's Supervisor. The written grievance shall be submitted no later than seven (7) calendar days following receipt of the employee's Supervisors' reply as provided for in 11.02 above and shall contain details of the grievance, the specific provision(s) or interpretation of the Agreement allegedly violated and the relief sought. A Step 1 meeting shall be scheduled within seven (7) calendar days of the filing of the Step 1 grievance. The meeting shall be between the employee, the Union Steward, the employee's Supervisor and another management representative. The Union shall be given a written reply, no later than seven (7) calendar days following the Step 1 meeting.
- 11.04 Step 2: If the grievance is not settled at Step 1 it shall be submitted in writing to the appropriate Executive Lead no later than seven (7) calendar days following receipt of the Step 1 reply. The Executive Lead and another management representative shall meet to discuss the grievance with the grievor and the Union representative within seven (7) calendar days of the filing of the grievance at Step 2. CMCC's written reply shall be given within seven (7) calendar days following the Step 2 meeting.
- 11.05 If the grievance is not settled at Step 2 it may be taken to Arbitration as provided for in Article 12 Arbitration.
- 11.06 The parties agree to follow the Grievance process in accordance with the steps, time limits and conditions set out in this Article.
- 11.07 A group grievance, defined as a grievance where two or more employees allege a specific provision or interpretation of the Agreement has been violated and request a common relief, shall be submitted by the Union directly at Step 2. However, no grievance shall be considered unless it is submitted within fourteen (14) calendar days after the Union became aware or ought to have been aware of the circumstances giving rise to the grievance.
- 11.08 A policy grievance, defined as a grievance involving a question of general application or interpretation of an Article, shall be submitted by the Union directly at Step 2. However, no grievance shall be considered unless it is submitted within fourteen (14) calendar days after the Union became aware of ought to have been aware of the circumstances giving rise to the grievance.
- 11.09 Any of the time allowances set out in the Article may be extended, if mutually agreed to, in writing, by the parties.
- 11.10 Grievance and Arbitration Pay Provisions Representatives of the Union shall not suffer any loss of pay or benefits for time meeting with management involved in the grievance and arbitration procedure.

## Article 12 – Arbitration

- 12.01 In the event that any difference arising from the interpretation, application, administration or alleged contravention of this Agreement has not been satisfactorily settled under the foregoing Grievance Procedures, the matter shall then, by notice in writing given to the other party within fourteen (14) calendar days from the date of the decision of the Step 2 response, be referred to arbitration.
- 12.02 If a request that a grievance be submitted to arbitration is made it shall proceed as provided for in Section 48 or 49 of the Ontario Labour Relations Act (OLRA). The board of arbitration, or single arbitrator as the case may be, shall have no power to alter or change any of the provisions of this agreement or to substitute or imply any new provisions nor to give any decision inconsistent with the terms and provisions of this agreement.

- 12.03 Each party shall pay one-half of the fees and out-of-pocket expenses of the chairperson and those of its own appointee.
- 12.04 If either party disagrees with the other party as to the meaning or application of the decision, it may apply to the chairperson within fourteen (14) calendar days from the issue of the decision with a request that the chairperson clarify the decision.
- 12.05 The time limits outlined herein for the grievance process may be extended by mutual consent, in writing.

### Article 13 – Disciplinary Action

- 13.01 An employee who is called before the employee’s Supervisor concerning any disciplinary matter shall be accompanied by a Steward or designate. An employee who is to be reprimanded, suspended, discharged shall be sent a letter setting out the reason(s) for this action with a copy to be sent to the Union.
- 13.02 An employee shall have the right, during normal business hours and on reasonable notice in writing to have access to and review their personnel record. The employee shall be allowed to review their record only in the presence of a person designated by the head of Human Resources and may request a copy of any material in the file but shall not be permitted to remove the file or any part thereof from the office.
- 13.03 Any letter of reprimand, suspension or any other sanction will be removed from the record of an employee eighteen (18) months following due receipt of such letter, suspension or other sanction.
- 13.04 If the employee wishes to file a grievance against the written reprimand, suspension or discharge it may be initiated within seven (7) calendar days directly at Step 1 of the grievance procedure.

### Article 14 – Seniority

- 14.01 Seniority is defined as the length of service in the bargaining unit and shall include service with CMCC prior to the certification of the Union. Seniority shall be a factor in determining appointments, transfers, layoffs, reduction of the workforce, and recalls, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit wide basis.
  - a) Seniority, prior to the signing of the Agreement shall be determined jointly by the Union and CMCC.
  - b) Following the signing of the Agreement, seniority will accumulate based on a percentage of a Full Time Workload as per Article 16, calculated annually as at May 31.
- 14.02 CMCC shall maintain a seniority list showing the current position title and the date upon which each employee’s service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on the Union bulletin board in July/August of each year.
- 14.03 An employee shall only lose seniority in the event:
  - a) They are discharged for just cause and is not reinstated;
  - b) They resign in writing;
  - c) They have not worked for CMCC in an employee position for one (1) academic year.
- 14.04 No employee shall be transferred/seconded to a position outside the bargaining unit without their consent. Employees transferred to management positions or positions outside the Bargaining Unit will retain their bargaining unit seniority and continue to accumulate seniority for the term of the transfer or secondment.

## Article 15 – Appointments and Promotions

- 15.01 Employee appointments are normally at the minimum rank given the applicant’s qualifications. CMCC reserves the right to offer appointments, including new hires, above the first Step of Schedule A within their rank/title to maintain competitiveness.
- 15.02 Any employee who is teaching in clinical, chiropractic technique or diagnosis courses must be registered/licensed and in good standing with their respective regulatory colleges and maintain professional liability coverage as specified by the employer.
- 15.03 The following titles will apply to employees:
- Teaching Assistant
  - Tutor
- 15.04 The following ranks will apply to employees:
- Instructor
  - Assistant Professor
  - Associate Professor
  - Professor
- 15.05 The following ranks will apply to librarians:
- Assistant Librarian
  - Associate Librarian
  - Senior Librarian
- 15.06 The following titles will apply to technologists:
- Technologist Level 1
  - Technologist Level 2
- 15.07 Promotion in Rank: Promotion in rank is recognition of an employee’s professional and scholarly achievements. The criteria for promotion include scholarly achievement, teaching effectiveness, service, engagement, and time in rank.

Advancement in rank occurs one step at a time (e.g., from Instructor to Assistant Professor etc.). Academic promotion, when confirmed, becomes effective the following June 1.

### 15.08.01 – Criteria for Employee Promotion

#### **A. Teaching**

Teaching is evaluated with respect to the use of evidence-supported and innovative teaching techniques, technologies, and assessments. Teaching will be evaluated based on the teaching development and teaching success.

#### **B. Research**

Evidence of developing or sustained research productivity, including quality of publications, participation in research and student/faculty mentoring must be provided. Research will be evaluated based on the following three (3) areas:

1. Scholarly Works
2. Grant Writing
3. Mentorship

#### **C. Service and Engagement**

Evaluation of service and engagement includes, but is not limited to, committee work, employee governance, administrative tasks, involvement in student activities (outside of normal work duties), institutional and/or

academic partnerships, and other contributions to CMCC, the profession, or the community at large. Service and engagement may also include peer-review activities; but not limited to acting in an editorial capacity in peer-reviewed journals, conference abstract/paper submissions and/or proceedings, participation in conference organizing committees and reviewer of professional programs and creative works. Contribution does not include one-off assignment or guest lectures within the institution.

**D. Time in Rank**

Is defined as: the minimum time in rank required before an application can be put forward to Faculty Promotions Committee.

CMCC may consider, as time in rank, years of prior teaching and/or scholarly activities at other accredited colleges and universities provided the minimum requirement of the person's time in rank is met.

**15.08.02 - Criteria for Transition, Appointment and Promotion**

**1. Pathways for transition from Tutor to a Ranked position:**

This section is only for those moving from the Tutor title to a Ranked position.

- I. **Appointment in rank:** Acquisition of work beyond that originally hired within the titled Tutor position: (e.g. Course coordinator, Clinician, Research, Teaching) after which an appointment in Rank must follow the Faculty Promotions Committee (FPC) process for Appointment in rank.

OR

- II. **Promotion in rank:** The applicant must meet with their Supervisor to discuss a promotion to the Instructor rank as part of their annual performance review (mandatory) or sooner. Criteria supporting an application for promotion to the instructor rank must include one or more of the following:

A. Teaching:

1. Teaching success:

Sustained evidence of effective teaching ability through performance evaluations, student evaluations, ongoing development of Teaching Portfolio and other subjective and objective outcome measures relevant to the teaching area of expertise.

2. Teaching development:

Sustained evidence through an ongoing development of a Teaching Portfolio of self-reflection and utilization of feedback to improve teaching performance; completion of teaching related continuing education, internally and/or externally, including CMCCs Teacher Education Program, with evidence of self-reflection and integration to improve current teaching effectiveness.

- a. A meeting with the Director of Curriculum and Employee Development (or Equivalent) to determine areas of interest with respect to teaching development and associated goals. Evidence of the meeting (email or other proof) must be included in the application.
- b. Development and submission of a Teaching Plan to the Director of Curriculum and Employee Development (or Equivalent)

OR

B. Research:

Evidence of developing or sustained research productivity in the scholarship of discovery,

integration, engagement and teaching and learning and should include, authorship of quality publications, participation in research and student/faculty mentoring.

1. A meeting with a Director of Research (or Equivalent) to determine areas of interest with respect to research and associated goals. Evidence of the meeting (email or other proof) must be included in the application.
2. Development and submission of a research plan to a Director of Research and Executive Lead (or Equivalent) and evidence of the submission.

AND

C. Service and Engagement:

1. Demonstrates effective contributions at an academic institutional level and/or local, national and international level. This may include mentorship of students outside of normal CMCC duties. Contribution does not include one-off assignment or guest lectures within the institution. In addition, contributions must be outside of normal work responsibilities or paid duties.

D. Minimum time in titled position: three (3) years in the title/role of Tutor.

**2. Promotion from Instructor to Assistant Professor:**

The following minimum evidence is required to be achieved during time in rank:

A. Teaching:

1. A meeting with the Director of Curriculum and Employee Development (or Equivalent) to determine areas of interest with respect to teaching development and associated goals. Evidence of the meeting (email or other proof) must be included in the application.

AND

2. Teaching success:

Sustained evidence of effective teaching ability through performance evaluations, student evaluations, ongoing Teaching Portfolio and other subjective and objective outcome measures relevant to the teaching area of expertise.

AND

3. Teaching development:

Sustained evidence through an ongoing Teaching Portfolio of self-reflection and utilization of feedback to improve teaching performance; completion of teaching related continuing education, internally and/or externally, including CMCCs Teacher Education Program, with evidence of self-reflection and integration to improve current teaching effectiveness.

AND

4. Any one (1) or more of the following:

- a. Involvement in the development and implementation of learning objectives/rubrics in the delivery of course material and assessment.
- b. Involvement in the development and implementation of assessments and curricula utilized in the delivery of course material and assessment.
- c. Evidence of ongoing cross appointment at another institution.
- d. Attainment of an advanced degree with a focus in Education.
- e. Evidence of the adoption of educational technologies.

B. Research:

1. Development, submission or updating of a research plan to a Director of Research and Executive Lead
- AND
2. At least four (4) scholarly works, up to two (2) of which can be isolated case reports, and one (1) must be a presentation (e.g., Platform, Plenary, or Poster recognized by a national and/or international peer reviewed scientific meetings/symposia) or delivery of peer-reviewed, accredited educational programs, workshops and/or modules.
- AND
3. Mentorship: Evidence of mentorship of undergraduate students and/or graduate students and/or faculty.
- C. Service and Engagement:
1. Demonstrates effective contributions at an academic institutional level and/or local, national and international level. This may also include mentorship (other than Research mentioned above) of students outside of normal CMCC duties. Contribution does not include one-off assignment or guest lectures within the institution. In addition, contributions must be outside of normal work responsibilities or paid duties.
- D. Time in Rank: Minimum three (3) years in the Rank of Instructor

### 3. Promotion from Assistant Professor to Associate Professor:

The following minimum evidence is required to be achieved during time in rank:

- A. Teaching:
1. Teaching success:
 

Sustained evidence of effective teaching ability through performance evaluations, student evaluations, ongoing Teaching Portfolio and other subjective and objective outcome measures relevant to the teaching area of expertise.

AND
  2. Teaching development:
 

Evidence through an ongoing Teaching Portfolio of self-reflection and utilization of feedback to improve teaching performance; completion of teaching related continuing education, internally and/or externally, with evidence of self-reflection and integration to improve current teaching effectiveness.

AND
  3. Any one (1) or more of the following:
    - a. Involvement in the development and implementation of learning objectives/rubrics in the delivery of course material and assessment.
    - b. Involvement in the development and implementation of assessments and curricula utilized in the delivery of course material and assessment.
    - c. Evidence of ongoing cross appointment at another institution.
    - d. Attainment of an advanced degree with a focus in Education.
    - e. Evidence of the adoption of educational technologies.
- B. Research:
1. At least seven (7) scholarly works, up to two (2) of which can be isolated case reports, and one (1) must be a presentation (e.g., Platform, Plenary, or Poster recognized by a national and/or international peer reviewed scientific meetings/symposia) or delivery of peer-reviewed, accredited educational programs, workshops and/or modules.

AND

2. **Grant Writing:** The participation in the authoring, submission to a refereed granting agency with or without acquisition of grant(s) with a letter from the Primary Investigator confirming their level of contributions (engagement, participation etc.).

AND

3. **Mentorship:** Evidence of mentorship of undergraduate students and/or graduate students and/or faculty.

C. **Service and Engagement:**

1. **Demonstrates sustained effective contributions and/or increased responsibilities at an academic institutional level and/or local, national and international level.** This may also include mentorship (other than Research mentioned above) of students outside of normal CMCC duties. Contribution does not include one-off assignment or guest lectures within the institution. In addition, contributions must be outside of normal CMCC work responsibilities or paid duties.

D. **Time in Rank:** Minimum four (4) years in the Rank of Assistant Professor

**4. Promotion from Associate Professor to Professor:**

The following minimum evidence is required to be achieved during time in rank:

A. **Teaching:**

1. **Teaching success:**

Sustained evidence of effective teaching ability through performance evaluations, student evaluations, ongoing Teaching Portfolio and other subjective and objective outcome measures relevant to the teaching area of expertise.

AND

2. **Teaching development:**

Sustained evidence through an ongoing Teaching Portfolio of self-reflection and utilization of feedback to improve teaching performance; completion of teaching related continuing education, internally and/or externally, including CMCCs Teacher Education Program with evidence of self-reflection and integration to improve current teaching effectiveness.

AND

3. **Any two (2) or more of the following:**

- a. Involvement in the development and implementation of learning objectives/rubrics in the delivery of course material and assessment.
- b. Involvement in the development and implementation of assessments and curricula utilized in the delivery of course material and assessment.
- c. Evidence of ongoing cross appointment at another institution.
- d. Attainment of an advanced degree with a focus in Education.
- e. Evidence in the adoption of educational technologies.

B. **Research:**

1. **At least ten (10) scholarly works, up to two (2) of which can be isolated case reports, and one (1) must be a presentation (e.g., Platform, Plenary, or Poster recognized by a national and/or international peer reviewed scientific meetings/symposia) or delivery of peer-reviewed, accredited educational programs, workshops and/or modules.**

AND

2. **Grant Writing with Acquisition:** Participation in the authoring and submission to a

refereed granting agency with acquisition of grant(s) with a letter from the Primary Investigator confirming their level of contributions (engagement, participation etc.).

AND

3. Mentorship: Evidence of mentorship of undergraduate students and/or graduate students and/or faculty.
- C. Service and Engagement:
1. Demonstrates leadership as evidenced by progressive contributions and/or responsibilities at an academic institutional level and/or local, national and international level. This may also include mentorship (other than Research mentioned above) of students outside of normal CMCC duties. Contribution does not include one-off assignment or invited presenter. In addition, contributions must be outside of normal work responsibilities or paid duties.
- D. Time in Rank: Minimum five (5) years in the rank of Associate Professor.

#### 15.09 Criteria for Librarian Promotion:

##### 1. Professional Performance:

Professional performance will involve areas of the candidate's responsibilities. Evaluations shall be made by the Supervisor and relevant library users and shall assess, where relevant, effectiveness as an instructor and contributions to library activities.

##### 2. Professional Development:

Professional development shall be assessed, but not limited to, from evidence of involvement in professional and organizational activities; contribution in scholarly works; and completion of additional educational programs.

The following minimum evidence is required to be achieved during time in rank:

##### Promotion to Associate Librarian:

- i) Evidence of proven ability to plan and evaluate library services including long range planning.
- ii) Evidence of integrating new methods to provide better library service
- iii) At least two (2) scholarly works.

##### Promotion to Senior Librarian:

- i) Demonstrated leadership in librarianship
- ii) Evidence of leadership in professional and scholarly organizations.
- iii) Evidence of professional knowledge through publications and teaching
- iv) At least three (3) scholarly works.

##### 3. Service and Engagement

Demonstrates effective contributions at an academic institutional level and/or local, national and international level. Contribution does not include one off assignment or guest lectures within the institution.

##### 4. Time in Rank

Is defined as: the minimum time in rank required before an application can be put forward to the Faculty Promotions Committee.

CMCC may consider, as time in rank, years of prior teaching and/or scholarly activities at other accredited colleges and universities, provided the minimum requirement of one (1) year's time in

rank is met.

- Associate Librarian: Following five (5) years in the rank of Assistant Librarian.
- Senior Librarian: Following five (5) years in the rank of Associate Librarian.

## 15.10 Criteria for Technologist Promotion

### A. Teaching:

A meeting with the Director of Curriculum and Employee Development (or Equivalent) to determine areas of interest with respect to teaching development and associated goals. Evidence of the meeting (email or other proof) must be included in the application.

AND

#### 1. Teaching success:

Sustained evidence of effective teaching ability through performance evaluations, student evaluations, ongoing Teaching Portfolio and other subjective and objective outcome measures relevant to the teaching area of expertise.

#### 2. Teaching development:

Sustained evidence through an ongoing Teaching Portfolio of self-reflection and utilization of feedback to improve teaching performance; completion of teaching related continuing education, internally and/or externally, including CMCCs Teacher Education Program, with evidence of self-reflection and integration to improve current teaching effectiveness.

AND

#### 3. Any one (1) or more of the following:

- a. Involvement in the development and implementation of learning objectives/rubrics in the delivery of course material and assessment.
- b. Involvement in the development and implementation of assessments and curricula utilized in the delivery of course material and assessment.
- c. Evidence of ongoing cross-appointment at another institution.
- d. Attainment of an advanced degree with a focus in Education.
- e. Evidence of the adoption of educational technologies.

### B. Research:

Development and submission of a research plan to a Director of Research and Executive Lead in Research

AND

#### 1. Scholarly Works:

At least two (2) scholarly works, of which one can be an isolated case report.

#### 2. Presentations or Mentorship:

At least one (1) of the following a. b. or c.:

- a. presentation (e.g., Platform, Plenary, or Poster. Presentations recognized by a national and/or international peer reviewed scientific meetings/symposia).

OR

- b. Peer-reviewed, accredited educational programs and/or modules.

OR

- c. Evidence of Mentorship of undergraduate students and/or graduate students and/or faculty

3. Grant Writing: Participation in grant writing is not required.

C. Service and Engagement:

1. Demonstrates effective contributions at an academic institutional level and/or local, national and international level. This may also include mentorship (other than Research mentioned above) of students outside of normal CMCC duties. Contribution does not include one-off assignment or guest lectures within the institution. In addition, contributions must be outside of normal work responsibilities or paid duties.

D. Time in Rank: Minimum three (3) years in the Rank of Technologist Level 1.

15.11 Faculty, Librarians and Technologists wishing to apply for promotion may do so by applying to their Supervisor by October 1. This must include the following:

- Formal letter requesting promotion.
- Current curriculum vitae, in CMCC prescribed format.
- Copies of all published manuscripts during time in rank.
- Copies of accepted manuscripts or manuscripts under review. Such manuscripts will be treated as confidential until the material resides in the public domain.
- Other scholarly materials in support of the application.
- Teaching references or evaluations conducted within three years of the date of application.
- The names of referees:
  - Three (3) internal for promotion to Assistant Professor
  - Four (4) total (two (2) external) for promotion to Associate Professor
  - Five (5) total (three (3) external) for promotion to Professor
- Documentation of service during time in rank.

15.12 1. On or before November 15<sup>th</sup>, the Supervisor will prepare a cover letter summarizing the applicant's contribution to education, research, and service and forward the application to the Faculty Promotions Committee (FPC) with a copy of the cover letter sent to the appropriate Executive Lead.

2. The FPC shall be chaired by an Executive Lead or Director and shall also include:

- another Executive Lead
- an Academic Director
- a non-bargaining unit member with a recognized professional fellowship designation or a graduate degree
- Others as determined by the FPC chair. Moving forward, as unionized employee positions are vacated, the Union will submit recommendations for their replacement, which will be considered and determined by the FPC Chair.

3. FPC will make recommendations of acceptance or rejection, along with reasons for its decision to the President, by February 1<sup>st</sup> of the next calendar year.

FPC will accept scholarly work(s) (articles that have not been accepted for publication at the time of initial submission) beyond the October 1<sup>st</sup> submission deadline, up to the date of the FPC decision meeting (typically Jan) if they are accepted.

Any Scholarly work(s) and other applicable promotional related requirements accepted after the date of application will be applied to the next level of promotion, provided that these Scholarly works are not required to satisfy criteria of the current promotion.

4. The President, upon receipt of FPC's recommendation, may either accept or reject that recommendation and will inform the FPC of their decision in writing.
5. The FPC will then inform the Supervisor in writing, of the decision. The Supervisor will then meet with the applicant to discuss the decision.

#### 15.13 Appeals

1. If the FPC has not recommended promotion and within thirty (30) calendar days of receiving notification, the applicant may provide FPC with additional information and request a reconsideration of its decision. The FPC will review the additional material and advise the President whether or not it is revising its earlier recommendation within thirty (30) calendar days of receiving the request for consideration. A copy of the notification to the President will be sent to the applicant.
2. If the President rejects the recommendation of the FPC, the applicant may appeal this decision and meet with the President to discuss their reasons for doing so.

If dissatisfied with the President's final decision, the matter may be referred to the grievance and arbitration procedures set out in Articles 11 and 12 of this agreement. However, the parties to this agreement agree that the sole ground for a grievance is whether or not the procedures set out above have been properly followed.

#### Article 16 – Workload

16.01 Employees fall into two (2) categories, that of Scholarly or Academic.

16.01.01 **Scholarly** category consists of employees who engage in teaching, research and service & engagement to CMCC, and work thirty-five (35) hours per week, five (5) days a week, twelve (12) months of the year (June 1<sup>st</sup> to May 31<sup>st</sup>), including approved vacation and holidays.

16.01.02 **Academic** category consists of employees who engage in workload activities that include contact and attributed work hours that may involve a combination of activities in teaching, research, and service and engagement to CMCC. These workload activities equate to a Full-time Equivalent (FTE) workload of 1820 equivalent hours in the twelve (12) month period (i.e. June 1<sup>st</sup> to May 31<sup>st</sup>) including approved vacations and holidays when applicable.

The following articles (16.02-16.13) relate to the **Academic** category.

16.02 One (1) "teaching contact hour" is a scheduled hour assigned to an employee for activities related to lecturing, team-based learning (TBL), small group, laboratory, problem-based learning (PBL), and clinic.

16.03 Additional hours will be attributed for the purpose of performing academic duties for each assigned teaching contact hour in accordance with the following formula:

- i. Lecture, Team Based Learning
  - a. Regular 1: 4.00
  - b. Pre-recorded Lecture (new) 1: 4.00
  - c. Pre-Recorded Lecture (reused) 1: 0.00
- ii. Laboratory
  - a. Experiential Learning 1: 1.00
  - b. SIM / FSTT 1: 1.00
  - c. Other 1: 1.00
- iii. Small Group Session

- a. Regular 1: 2.00
- iv. Clinicians 1: 0.52

16.04 A primary clinician /primary resource clinician will work twenty-two (22) teaching contact hours per week in the clinic. In addition, all clinic employees (e.g. primary, resource, part-time, timesheet etc.) will perform related academic duties including:

- i. Participate in the preparation and assessment of two (2) clinical examinations (OSCE and written) per year. One (1) clinical OSCE shall be scheduled on a M-W-F and the other on a T-Th-Sat. When a clinician participates in an “off day” OSCE, either a lieu day shall be granted or the option of being paid for their participation on the next scheduled pay day. Timesheet clinicians will be paid for their participation.
- ii. Attend up to four (4) employee days for employee development and/or meetings per year, at least two (2) of which will occur on a T-Th-S and two (2) of which will occur on a M-W-F. Every effort will be made to provide at least three (3) months advance notice prior to the day. Timesheet clinician will be paid for their participation.
- iii. Participate in CMCC approved clinically related community services.

The workload of a Primary Clinician/Primary Resource Clinician, as set out above, will be defined as 97.0% of full time. This incorporates both the twenty-two (22) contact and 11.44 attributed hours, calculated as 22 x 0.52, per week, as well as an additional twenty-six (26) hours per year for administrative tasks as detailed in article 16.07. Regular Part-time clinicians will work assigned hours plus the attributed hours and the twenty-six (26) additional hours. Timesheet clinicians will only receive contact and attributed hours.

16.05 Additional hours shall be attributed to assessments related to OSCE’s and HPDs in Years I-III, and assigned as five (5) hours per station, provided such are not an expectation of a specific course. Five (5) hours per Grand Round will be attributed to an employee who agrees to act as the “Clinician of the Day”.

16.06 Employees, who have a workload of 70% and above and who are not involved in Clinical teaching, shall be attributed:

- I. 104 hours per year for providing routine out-of-class assistance to individual students, and;
- II. 52 hours per year for the purpose of attending to normal administrative tasks, including but not limited to divisional meetings, proctoring and work-related internal professional development sessions and/or employee development sessions.

16.07 Employee who have a workload of less than 70% shall be attributed twenty-six (26) hours per year for the purpose of attending to normal administrative tasks, including but not limited to divisional meetings, proctoring and work related internal professional development sessions and/or employee development sessions.

16.08 Employees with course coordinator duties shall be attributed hours for each hour that one (1) student attends the course as follows:

- i. Courses with Labs 1.00 hour
- ii. Courses with HPD and/or OSCEs 1.25 hours
- iii. Other courses 0.75 hours

16.09 Employees with Chairperson or Program Coordinator duties and responsibilities shall be assigned 312 hours for each year they are appointed to the position.

- 16.10 Employees may apply for and/or be assigned hours for research, ordinarily in increments of 156 hours per year.
- 16.11 Employees supervising an undergraduate student investigative project (USIP) shall be assigned forty-eight (48) hours for each USIP.
- 16.12 Employee may be assigned additional project work hours defined by CMCC.
- 16.13 Employees may apply for an assignment that exceeds 1820 hours.
- 16.14 Full time librarians shall work thirty-five (35) hours per week.
- 16.15 Full time technologists shall work thirty-five (35) hours per week.
- 16.16 Teaching Assistants may be involved in teaching-related duties for up to twenty-two (22) hours per week.
- 16.17 Employees shall perform a measure of service and engagement to the institution, the profession and the community at large.

#### Article 17 – Job Posting

- 17.01 - Job opportunities shall be electronically distributed for a minimum of five (5) business days.
- 17.02 - The posting shall include: details and requirements of the opportunity; qualifications, reasonable and demonstrable to the requirement of the opportunity; Supervisor; start and end dates; hours of work; and the closing date for submission of applications.
- 17.03 Employees applying for an opportunity shall submit a complete application package consisting of an application form, a curriculum vitae, and a covering letter. The application package must be received in Human Resources by 4:30 pm on the closing date for submission of applications. Employees are allowed to alter their academic workload with agreement from their Supervisor and a review of the impact and implications of the change upon the students. Such agreement will not be unreasonably withheld.
- 17.04 CMCC shall endeavour to complete the selection process without unreasonable delay.
- 17.05 CMCC agrees that qualified applicants from within the bargaining unit will be given priority over applications from outside the bargaining unit.
- 17.06 In the event that two (2) or more applicants are relatively equal in qualifications and demonstrated abilities, seniority shall determine the selection.
- 17.07 The Union shall be provided, in writing, with the name of the successful applicant within seven (7) calendar days of the appointment.

#### Article 18 – Layoffs and Recalls

- 18.01 A layoff shall be defined as a reduction in the number of employees as a direct result of the elimination or reduction of programs for any reason which may include, but is not limited to, declining enrolment, financial exigency, reorganization, curricular or degree revision requiring reallocation of resources. The Union will be advised by CMCC regarding the reasons and the programs effected.

- 18.02 Subject to Article 14.01 (Seniority), both parties recognize that job security shall increase in proportion to length of service and qualifications.
- 18.03 An employee who is to be laid off may bump an employee with the least seniority, providing the employee exercising the right is qualified to perform the work.
- 18.04 Unless legislation is more favourable to the employees, CMCC shall notify employees who are to be laid off thirty (30) calendar days prior to the effective date of the layoff.
- 18.05 Employees shall be recalled in the order of their seniority, providing they are qualified to perform the available work.
- 18.06 Employees to be recalled shall be notified by registered mail.  
A laid off employee shall have two (2) weeks from the date in the registered mail in which to decide whether or not to accept recall. If the employee decides to accept recall, they shall notify CMCC, in writing, within a further week of that intent. At the same time, they shall advise CMCC of the date of return, with such date to be no later than two (2) months from the date of the original recall notice.
- 18.07 New employees shall not be hired until those laid off have been given an opportunity of recall.

#### Article 19 – Holidays

- 19.01 Employees are entitled to the following holidays: Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, New Year’s Day, Family Day, Good Friday, Victoria Day and any other day proclaimed as a holiday by CMCC.

#### Article 20 – Vacation

- 20.01 Employee vacation milestones follow the fiscal year as long as the employee maintains eligibility for vacation.

##### 20.01.01 Undergraduate Faculty (Years 1 – 3) or Graduate Studies Faculty

- I. Employees will accrue vacation entitlement from June 1<sup>st</sup> of each year. Vacation entitlements will accrue each pay period.
- II. Employees are not permitted to carryover vacation entitlements to the subsequent academic year. The accumulated vacation balance effective May 31<sup>st</sup> in each year, less any days taken, will be deemed to be taken as of the Friday before the start of the undergraduate academic year (these days would be deemed to be taken between June 1<sup>st</sup> and the Friday before the start of the undergraduate academic year).
- III. Effective the first day of the undergraduate academic year, employees will commence with the balance of accrual from June 1<sup>st</sup> only and continue to accrue for the remainder of the fiscal year.

##### 20.01.02 Clinicians, Technologists, Librarians, Researchers, Full Year/Scholarly Faculty

- I. Employees will be provided with their entire vacation allotment to be taken in accordance with the process established in Article 20.02
  - II. Employees will be paid for any unused days not taken prior to May 31<sup>st</sup> in each fiscal year
  - III. Librarians and Researchers may request an assessment to determine if they are entitled to payment for any days accrued but not taken prior to May 31<sup>st</sup> in each fiscal year.
  - IV. If a Clinician, Technologist, Librarian, Researcher or Full-Year Faculty member leaves the institution where vacation was taken but not yet accrued (based on formulas in Article 20.02), any pay owing will be deducted from their final pay.
- 20.02 Employees with 70% workload or higher are entitled to vacation based on regularly scheduled workdays as follow:

Regular Schedule	*Pay Period Accrual (Undergrad YR 1-3/Academic category)	Lump Sum Allotment (Full Year /Scholarly category)
5 days per week	.769	20
4 days per week	.615 day (.769/5*4)	16
3 days per week	.460 day (.769/5*3)	12

\*Basis for Determination: 20 days divided 26 pay periods = 0.769 earned entitlement per pay period

Employees who have worked fifteen (15) consecutive years will receive one (1) week's additional vacation according to the below schedule:

Regular Schedule	**Pay Period Accrual (Undergrad YR 1-3/Academic category)	Lump Sum Allotment (Full Year /Scholarly category)
5 days per week	.962 days	25
4 days per week	.769 days (.962/5*4)	20
3 days per week	.577 days (.962/5*3)	15

\*\*Basis for Determination: 25 days divided 26 pay periods = 0.962 earned entitlement per pay period

Employees not covered by the above schedules will have vacation paid out on a biweekly basis. For employees who are no longer eligible for vacation time (e.g. move from FTE  $\geq 70\%$  to  $< 70\%$ ), any unused accrued days will be considered to be taken during non-instructional periods throughout the fiscal year.

- 20.03 Eligible employees shall submit their vacation request online to their Supervisor, as far in advance as possible. Requests for vacation shall not be unreasonably denied however, granting of requested time off will be based upon operational requirements. Except under exceptional circumstances, employees (excluding technologist, librarians or clinicians), shall not be permitted to use vacation during instructional periods as outlined in the annual academic calendar.
- 20.04 Scheduling conflicts between two (2) employees shall be resolved according to the date of submission of request. In the event of simultaneous vacation request submissions, conflict shall be resolved on the basis of seniority.
- 20.05 Subject to approval by the employee's Supervisor, in consultation with the Human Resources Division, a maximum of five (5) days of vacation may be granted in advance of the accrual or lump sum allotment of an employee's entitlement. The granting of any such request will be within the sole discretion of CMCC.
- 20.06 Sick leave credits, if available, may be substituted for vacation when employees provide documentation acceptable to CMCC that supports the illness during the vacation period.
- 20.07 Bereavement Leave may be substituted for vacation when employees provide documentation that they were bereaved as defined under Article 22.02 – Bereavement Leave, during their scheduled vacation time.
- 20.08 Approved vacation days shall be granted in no less than half-day increments.
- 20.09 Employees shall not be paid for unused vacation credits other than upon termination of employment, or as detailed in article 20.01.02(iii).

## Article 21 - Sick Leave

- 21.01 Employees who qualify for sick leave with pay are eligible after three (3) months of continuous employment.

21.02 Employees with 70% workload or higher will receive sick credits in a fiscal year based on the following chart:

Regular Schedule	Maximum
5 days per week	18 days
4 days per week	15 days
3 days per week	12 days

21.03 Employees are eligible to use sick leave if they are prevented by personal sickness or injury from performing their normal duties.

21.04 Employees are also eligible to use sick leave when prevented from attendance at work in order to attend to a family member who is dependent upon the employee for health care. Family means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, or any person who lives with an employee as a member of the employee’s family. It may include common-law spouses, step-parents, and step-children, and same sex partners and their children. A dependent family member will be defined as an individual who relies on support from the employee and usually cannot exist or sustain themselves independently without the aid or support of the employee.

21.05 To qualify for sick leave with pay, eligible employees must have contacted their Supervisor prior to the start of the work day or as soon as reasonably possible. Sick leave shall be submitted in no less than half day increments.

21.06 CMCC reserves the right to require an employee to provide a health care certificate from a regulated diagnosing health care professional with a pattern of trending absences or if required for longer term absence under the external adjudication of short term or long-term disability benefits.

21.07 Employees must keep their Supervisor informed at least weekly of their anticipated date of return. When requested to do so, or for absences in excess of seven (7) calendar days, the eligible employee shall be required to provide sufficient objective health care documentation to a third-party administrator, as appointed by CMCC, in order to assess validity of the leave and support preparation of a recommendation to CMCC.

21.08 If an employee is eligible for CMCC’s insured benefit plan and their absence extends beyond the maximum sick days available to the employee (if applicable), they may be eligible for continuation of pay up to a maximum of seventeen (17) weeks, as follows:

Completed Years of Service	Salary Continuance Rate
3 months to 5 years	65%
6-10 years	75%
11-15 years	90%
Over 15 years	100%

Regular ongoing documentation of disability must be provided. Application for long term disability benefits shall be required during this period from those employees eligible for this benefit.

21.09 Employees may authorize the use of available vacation credits to maintain full pay during the period of salary continuance.

- 21.10 Eligible employees will continue to be covered under the CMCC insured benefit program during this period. Regular payroll deductions for benefits will continue during this time.
- 21.11 Failure to comply with one (1) or more of these requirements may result in denial of sick leave with pay.
- 21.12 Under no circumstances are unused sick credits paid out.

## Article 22 - Leave Of Absence

### 22.01 Leave of Absence for Union Functions

An employee selected or appointed to represent the Union at its conventions or to attend meetings of CUPE, shall apply with a minimum five (5) days' notice, in writing to their Supervisor and Executive Lead for a leave of absence without loss in pay. The Union will reimburse CMCC for all compensation made to the employee during the period of absence.

### 22.02 Bereavement Leave

Following three (3) months of continuous employment, eligible employees with a workload of 70% or higher shall be granted up to a maximum of three (3) paid days in the event of a death of a member of an employee's immediate family for the purpose of arranging and/or attending the funeral.

Immediate family includes the following: ▪ spouse (includes both married and unmarried couples, of any disclosed or undisclosed gender) ▪ a parent, step-parent or foster parent of the employee or of the employee's spouse ▪ a child, step-child or foster child of the employee or of the employee's spouse ▪ a grandparent, step-grandparent, grandchild or step- grandchild of the employee or of the employee's spouse ▪ spouse of the employee's child ▪ the employee's brother, sister, brother-in-law, sister-in-law ▪ a relative of the employee who is dependent on the employee for care or assistance ▪ a current ward or legal guardian.

In the event of a death of other relatives, eligible employees shall be granted a leave of one (1) paid working day to attend the funeral. Other relatives mean aunt, uncle, niece, nephew and cousin of the employee/employee's spouse or a person who resides in the employee's household as a member of the family.

### 22.03 Pregnancy, Adoption & Parental Leave

The employer shall grant leaves in accordance with the Employment Standards Act, 2000, as amended from time to time for Pregnancy and Parental leave.

An employee shall request such leave, in writing, no later than two (2) weeks prior to the commencement of such leave.

An employee wishing to return from a pregnancy or parental leave prior to their notice of return date or the date of full entitlement of the leave shall notify their Supervisor, in writing, at least four (4) weeks in advance of the return, providing the revised date.

An employee wishing to resign prior to, or at the end of the leave, shall provide written notice of resignation four (4) weeks in advance of the resignation.

During the period of this leave, the eligible employee may elect to continue their current level of benefits coverage by providing to the Division of Human Resources, prior to commencement of the leave, post- dated cheques to cover the employee's share of the benefits premiums during the period of the leave.

### 22.04 Paid Personal Leave Days

- a. Following three (3) months of continuous employment, a leave with pay of up to three (3) working days in a fiscal year may be granted to eligible employees to be used for personal emergencies; residential moves; religious holiday; healthcare and legal appointments; professional continuing education; and, elder or childcare emergencies. This leave is provided to meet those situations that cannot reasonably be scheduled outside of normal working hours and is not to be used to extend vacations, other leaves or to be considered entitlement to additional time off.
- b. Requests for personal leave with pay must be submitted online to the employee's Supervisor at least five (5) days in advance, except in cases of emergency, when such notice would not be possible.
- c. Approved personal leave shall be granted in no less than half day increments.
- d. Unused portions of this leave will not be paid out or carried over from year to year.

**22.05 Jury and Witness Leave**

- a. Employees who have been summoned to be a juror, by anybody in Canada with the power to subpoena, shall provide their Supervisor with a copy of the summons as soon as possible after receipt of same.
- b. Employees who have been summoned to be a witness, by any body in Canada with the power to subpoena, in regard to legal actions not related to their professional duties shall provide their Supervisor with a copy of the summons as soon as possible after receipt of same.
- c. Employees who have complied with Article 22.05(a) and 22.05(b) above shall be granted a leave of absence without loss of pay during such service, provided that upon return to work they shall provide their Supervisor with written confirmation of the dates on which they served, signed by an official of the Court or by the counsel for the party who required their attendance.

**22.06 Paid Professional Leave**

CMCC recognizes that employees may be asked to participate in a professional capacity in provincial, national and/or international events where such participation will benefit both CMCC and the employee.

CMCC will provide a paid professional leave in support of an employee attending the event during the employee's normal work hours, under the following circumstances:

- i. The employee is invited/appointed/selected to participate in a professional capacity; and
- ii. The service is provided to a provincial, national or international level event; and
- iii. The service is provided without compensation (volunteer), with the exception of reimbursement of reasonable expenses by the sponsoring body; and,
- iv. The employee provides, in writing, evidence of how this benefits CMCC.
- v. Release days related to research activities will be granted as professional days as required

If approved, paid professional leave of the equivalent of up to three (3) work days in a fiscal year will be granted to provide service at the event plus a maximum of one (1) day's travel time, as agreed to by the employee's Supervisor.

CMCC will not ordinarily pay for travel and accommodation expense associated with paid professional development leave, except as set out in Article 34.

**22.07 Leave of Absence Without Pay**

- a. An employee's Supervisor and Executive Lead may approve a leave of absence without pay up to a maximum of three (3) months.

- b. An employee, wishing to apply for a leave of absence without pay, shall submit a written request stating the purpose and the duration of the leave at least four (4) weeks prior to the date of desired commencement of absence from work, except where the notice would not be possible. CMCC's operating requirements shall be the major consideration in granting/rejecting such leave, which shall not be unreasonably withheld. A written reply will be given no later than ten (10) working days following receipt of the request.
- c. An employee who elects to return from the leave of absence prior to the original date of return shall notify their Supervisor, in writing, at least four (4) weeks in advance, providing the revised date of return.
- d. During the period of this leave, the employee may elect to continue their current level of benefits coverage by providing to the Division of Human Resources, prior to commencement of the leave, post-dated cheques to cover the employee's share of the benefits premiums during the period of the leave.

**22.08 Personal Emergency and Family Leaves**

Consistent with the Ontario Employment Standards Act, CMCC recognizes the employee's rights to unpaid time off as provided for under the Personal Emergency Leave and Family Emergency Leave provisions.

**Article 23 – Salary**

**23.01** The full-time equivalent salary for employees is detailed in Schedule A.

**23.02** Teaching Assistants (Year I, II, III) shall be paid at an hourly rate based on the full-time annual salary as detailed in Scheduled A and consistent with Article 16.02, 16.03, 16.04. 16.05.

**23.03** Employees whose total hours are less than 10% of a full-time workload will be paid upon completion of their workload according to the employee's Full Time Equivalent salary and consistent with Article 16, save and except Article 16.07.

**23.04** Salary adjustments shall be effective June 1<sup>st</sup>, unless otherwise noted.

**23.05** Stipends for administrative duties shall be paid coterminous with the position, as follows:  
Department Chair: \$2000 per annum.

**23.06** A salary adjustment will be made on the full-time equivalent salary, calculated before any administrative Chair stipend, as detailed in Schedule A.

**23.07** Upon promotion, an employee's full-time equivalent salary will be increased as detailed in Schedule A.

**23.08** Secondary supplemental exams will be compensated assuming it is the creation of a new exam. It will be remunerated at \$300.00 per supplemental exam.

**23.09** The parties agree that contract or subcontract work offered to members of the bargaining unit which is not associated with the undergraduate chiropractic degree program, or the graduate program shall be excluded from the terms of this Agreement.

**23.10** Employees whose approved workload exceed 100% will be compensated accordingly.

**Article 24 – Pay Equity**

24.01 The Parties agree to meet the standards and requirements of the Pay Equity Act, 1990.

#### Article 25 – Technological Change

25.01 Technological Change is defined as technology in the form of new equipment or software, the implementation of which results in substantial changes to work having the direct effect of displacing an employee from their position.

25.02 When CMCC is considering the introduction of technological change, CMCC agrees to notify the Union as far as possible in advance of the introduction of a technological change, including a detailed description of the proposed technological change, disclosing foreseeable effects and repercussions on employees.

25.03 Any employee who becomes redundant or displaced from their job as a direct result of technological change will be given an opportunity to fill any vacancy for which they have the qualifications and ability to perform.

25.04 Should the introduction of technological change result in the need for new skills, CMCC will provide the training necessary.

#### Article 26 – Retirement Savings Programs

26.01 CMCC is an employer within the College of Applied Arts & Technology (CAAT) DBplus pension plan. This plan applies to all employees covered under this agreement.

26.02 New hires have mandatory enrollment at six (6) months of employment.

26.03 Employee contributions to this plan, shall be matched by CMCC according to the following Option structure:

Option	Employee Contribution	Employer Contribution
Option #1	1%	5.50%
Option #2	2%	5.75%
Option #3	3%	6.00%
Option #4	4%	6.25%
Option #5	5%	6.50%
Option #6	6%	6.75%
Option #7	7%	7.00%

26.04 Employees can change their contribution Option effective the first pay period of each calendar year, which must be communicated by the employee through HR to the CAAT administration team, in the Fall of the previous year.

26.05 Employees over the legislated age limit for pension contributions may elect to receive up to 50% of the allowable annual TFSA contribution (per Canada Revenue Agency) on a matched dollar for dollar basis.

#### Article 27 – Insured Benefit Plan

27.01 Employees with a workload of 60% or higher will be eligible for CMCC Group Benefits Plan, subject to the terms and conditions of the Plan.

27.02 CMCC agrees to maintain the provisions of the insured benefit plans under the cost sharing arrangements; and the eligibility and terms and conditions as set out in the Master insurance policies.

## Article 28 – Occupational Health and Safety

- 28.01 The parties agree to meet the standards and requirements of The Occupational Health and Safety Act (the Act) and its Regulations.
- 28.02 A Joint Health and Safety Committee will be constituted as per the Act, consisting of two (2) Union representatives and two (2) Management representatives. This committee shall meet and operate as required by the Act to provide training and education and a forum to monitor, report, and recommend corrective action to CMCC.

## Article 29 – Chiropractic Treatment

- 29.01 Employees of the College are entitled to chiropractic care within CMCC, should they so desire. In addition, immediate family members of the employee may enjoy chiropractic treatments at a reduced rate.
- 29.02 Employees wishing to receive chiropractic care may make an appointment through the clinic and arrange to be seen either on their lunch breaks or after working hours. If treatment is scheduled during regular working hours, the employee must request approval from their Supervisor to ensure that the appointment does not interrupt the functioning of the department. Requests will not be unreasonably denied. The employee will be required to make up the time missed.

## Article 30 – General Conditions

- 30.01 Letter of Reference  
Upon notifying CMCC in writing of their resignation, an employee may request a letter of reference that will confirm the employee's date of hire, job title and length of service. Such letter will be provided by the Division of Human Resources.
- 30.02 Parking  
Available parking will be offered to employees in order of request. Normal fees will apply.
- 30.03 Inclement weather  
In the event of inclement weather, and where CMCC or host institution(s) remains open, employees are expected to attend work. Employees who opt not to report to in-person work, will not be paid, unless they request and are approved for a personal or vacation day, or are approved by management to work from home.
- 30.04 Bulletin Boards  
CMCC will provide the Union a digital bulletin board upon which the Union may post notices of meetings, and such other notices as may be of interest to its employees.

## Article 31 – Copies of Agreement

- 31.01 CMCC agrees to prepare and have printed sufficient copies of the Agreement in booklet form within sixty (60) days of signing of the Agreement. The costs of printing shall be shared equally by CMCC and the Union.

## Article 32 – Tuition Assistance

- 32.01 Tuition Assistance refers to the resources directed to support approved employee costs incurred in pursuing a course/ program of study leading to a certificate, diploma, or degree.

- 32.02 Employees are eligible for tuition assistance if they:
- I. Have completed their first year of employment with CMCC;
  - II. Apply for a program of study that will
    - a) enhance their performance and
    - b) meet the needs of the CMCC;
  - III. Obtain written endorsement from their Supervisor; and
  - IV. Submit a Letter of Intent to their Executive Lead, by November 15<sup>th</sup> of the year immediately prior to the year of anticipated enrolment, for approval. Such letter should include:
    - a) Perceived benefits to the employee and CMCC;
    - b) Current course/program costs;
    - c) Anticipated impact upon current workload and schedule;
    - d) Description of the program/course, including duration; and
    - e) Relevant information about the institution(s).
- 32.03 The Executive Lead will inform the employee of the status of the application and any further steps required to complete the application process by no later than December 24<sup>th</sup>. If any further steps are required to complete the application, the Executive Lead shall evaluate these materials and convey the status of the application to the employee no later than January 30<sup>th</sup> of the following year.
- 32.04 Within two (2) weeks of the receipt of the official notification of acceptance into the course/program, the employee will provide a copy of the letter of acceptance, a list of courses and dates, and anticipated program duration.
- 32.05 Tuition assistance will be 50% of tuition to a maximum of \$4000 per employee per year pro-rated based on their FTE percentage as follows:
- |        |               |        |
|--------|---------------|--------|
| • FTE% | ≥70%          | \$4000 |
| • FTE% | <70% to ≥50%  | \$3500 |
| • FTE% | <50% to ≥ 10% | \$2500 |
- Tuition does not include the costs of books, course materials, student fees and other related incidentals.
- 32.06 The employee may apply for reimbursement by completing an Expense Reimbursement form and attaching evidence of successful completion of the approved course of study, along with proof of payment of the tuition fee, and submit to Payroll for reimbursement.
- 32.07 Employees who withdraw from their program of study prior to the successful completion of their certificate, diploma or degree will be required to notify CMCC within ninety (90) days of withdrawing and to refund all costs paid by CMCC.
- 32.08 Employees who choose to leave the employ of CMCC
- i) within one (1) year of completing their certificate, diploma or degree will be required to refund 100% of all monies received by the employee; and
  - ii) between one (1) and two (2) years of completing their certificate, diploma or degree will be required to refund 50% of all monies received.
- 32.09 Employees receiving financial support agree to acknowledge the financial support provided by CMCC in any publication or presentation.

## Article 33 – Membership Fees

33.01 CMCC shall provide CMCC membership for bargaining unit members.

## Article 34 –Professional Development

34.01 CMCC will maintain a Professional Development Fund (Fund) to support employees in attending scholarly/professional conferences/meetings. Support will be considered for those attending conferences/meetings that clearly provide new knowledge and skills that are of benefit to both the institution and the individual.

34.02 Employees are required to discuss and obtain approval from their immediate Supervisor prior to submitting their registration for conferences or meetings.

34.03 CMCC will reimburse 50% of travel and conference costs for approved professional development.

34.04 In regard to requests made to attend a research conference, employees must submit for travel approval to the Office of Research Administration PRIOR to the submission of the abstract(s). CMCC will reimburse 100% of travel and conference costs for research platform or poster presentations that are accepted.

34.05 Approved expenses will be reimbursed as provided for in Article 38.

## Article 35 - Secondment

35.01 In the interest of providing opportunities for professional growth, CMCC and the employee may enter into a secondment agreement, such opportunities and terms to be shared with the Union.

35.02 The period of secondment shall be for a reasonable length of time, not to exceed twelve (12) months in duration unless otherwise mutually agreed.

35.03 The employee will pay union dues for the period of the secondment in accordance with the applicable provisions of the collective agreement.

35.04 When the seconded employee returns to their original position, employees who posted into the vacated position(s) as a result of the secondment will be able to return to their original position.

35.05 At the end of the secondment, the seconded employee will return to their previous position, and its associated rate of pay and its vacation allotment if/when applicable.

## Article 36 - Intellectual Property

36.01 Intellectual property is defined as any form of knowledge or expression created with one's intellect. It can be categorized into two (2) main areas: property (e.g. patents and trademarks) and copyright (e.g. literary and artistic works).

36.02 Intellectual property is governed by current federal legislation: the Canadian Copyright Act and the Patent Act.

36.03 CMCC recognizes and encourages the dissemination of scholarly and copyrightable works. As such CMCC affirms that the author is the owner of copyright in works created in the course of their employee appointment for purposes of instruction and research, including the moral rights, except for the following:

- a) Works created or modified by employees as assigned tasks in the course of their normal employment. This includes course outlines, learning objectives, course-specific laboratory manuals, lecture recordings

and examinations.

- b) Works created specifically as part of a commissioned task or by employees released from assigned duties where the primary purpose is the creation of the works. The author shall retain moral rights unless waived.
- c) In cases where works are developed in the course of sponsored research or tasks funded by an outside agency pursuant to an agreement approved by CMCC, ownership shall be determined by the terms of the agreement.

36.04 Intellectual property created by employees during the course of their employment making substantial use of CMCC resources, or as specifically agreed to in writing, the copyright and patent shall be jointly shared between the employee and CMCC.

Substantial use of CMCC resources means direct discretionary investment by CMCC of funds and staff; the purchase of special products for the creation of works; the use of multimedia production personnel and/or facilities; the use of computing facilities; or any resource used at greater than institutionally authorized levels.

Employees participating in activities generating copyrightable, patentable or commercially valuable materials are required to maintain accurate and detailed records of use of the resources and the extent to which they have been utilized in the production of the works.

36.05 Employees who own copyright in works created in the course of teaching and research activities and where the works have been printed and distributed or made publicly available through, for example, the Library (subject to stipulations in external contracts), grant CMCC a non-exclusive, royalty-free, irrevocable and non-transferable license to use their work for non-commercial teaching or research activities only. The member retains the right to withdraw the license, with notice, because of dating or other bona fide scholarly reasons.

36.06 Conflict of interest exists when students are required to purchase teaching materials in which the instructor has a commercial interest. If the copyright is held by a publisher at arm's length, the instructor(s) must declare a conflict of interest to the appropriate Director. If the copyright is not held at arm's length, the material shall be sold at cost.

36.07 Notwithstanding the other sections of this Article, the parties may agree to share ownership of intellectual property. The parties shall enter into a written agreement at such time as it becomes reasonably apparent that the product is considered to be copyrightable or patentable. The written agreement shall describe the intellectual property and specify the degree of ownership; the distribution of any proceeds; and any other issues determined to be relevant by the parties.

36.08 CMCC and an employee may enter into a development agreement to formalize each party's shares, rights, obligations, performance requirements, retail price and percent of net profits. Once all preparation and development costs have been recovered, the employee will receive a minimum of 50% and CMCC the remaining portion of the net profit. Employees shall receive pertinent accounting records on a quarterly basis. Any agreement relating to this Article shall be evidenced in writing and signed by the parties. Verbal agreements are not binding upon the parties.

36.09 It is the responsibility of the employee to promptly disclose any copyrightable or patentable works that may, under this Article, be owned by CMCC at such time as it becomes reasonably apparent that the product is considered to be copyrightable or patentable. The disclosures are to be made to the Executive Lead.

## Article 37 –Academic Freedom

- 37.01 Academic freedom is essential to the pursuit of truth. Academic freedom includes the freedom of an employee to examine, question, teach, and learn; to disseminate their opinion(s) on any questions related to their teaching, professional activities, and research, both inside and outside the classroom; to pursue without interference or reprisal, and consistent with the time constraints imposed by their other institutional duties, research, creative or professional activities, to publish and make public the results thereof; to criticize CMCC or society at large; and to be free from institutional censorship.
- 37.02 Employees shall ensure that private actions, opinions, or expressions are not represented as being the positions of CMCC.

#### Article 38 –Legal Liability

- 38.01 CMCC indemnifies and will defend employees against claims brought against them as a result of their actions within the scope of their authority as employees and resulting from CMCC job-initiated activities. CMCC reserves the right to either withhold indemnification or require reimbursement of defense and investigative expenses if the claim arises from the employee's act which is beyond the scope of the employee's authority, and/or violates any federal, provincial, municipal or institutional policy.
- 38.02 CMCC shall furnish an employee of CMCC with legal defense through legal counsel selected by CMCC and with payment of judgments, fines, penalties, settlements, and any other expenses actually and reasonably incurred in connection with an actual or threatened civil, administrative, or investigative action; claim; or proceeding (an "Action") brought against such employee by reason of being an employee of CMCC or serving at CMCC's request as a member of or representative to an entity outside CMCC.
- 38.03 Defense and/or payment under this policy shall be available only if all of the following conditions are met to the satisfaction of CMCC, in its sole discretion:
- a) The employee's actions or omissions were within the scope of their CMCC duties and authority.
  - b) The employee's actions or omissions were in good faith, and in a manner reasonably believed to be lawful and in the best interests of CMCC.
  - c) The acts or omissions did not constitute dishonesty, gross negligence, recklessness, willful misconduct, or the intentional infliction of harm, and the employee did not receive any financial profit or advantage to which they were not legally entitled.
  - d) The original or a copy of any summons, complaint, notice, demand, letter, or other document or pleading in the action, or a writing setting forth the substance of any claim, complaint, or charge made orally, was delivered to CMCC's Vice-President (or in cases involving employment practices, to the Office of Human Resources) within seven (7) days after receipt of such document, oral claim, complaint, or charge, with a specific request in writing that CMCC represent the employee.
  - e) The employee cooperates continuously and fully with CMCC in the defense of the action.
- 38.04 The protection in this policy shall not extend to:
- a) Consulting or other outside professional or business activities for which the employee or an entity with which they are affiliated is entitled to receive compensation from a party other than CMCC.
  - b) Acts or omissions while an employee is on an unpaid leave of absence from CMCC.

- c) Actions that an employee may affirmatively initiate or propose initiating against any other person or entities.
  - d) Any action to the extent that the damage or loss is indemnifiable under any insurance which is in force and covers the employee.
  - e) Any indemnification prohibited by law.
- 38.05 The benefits of this policy shall not enlarge the rights which would have been available to any third-party plaintiff or claimant in the absence of this policy.

#### Article 39 - Expenses

- 39.01 This policy applies to all expenses paid from CMCC administered funds, including those from grants and contracts.
- 39.02 Employees will be reimbursed for reasonable expenses incurred while on pre-approved CMCC business.
- 39.03 To be deemed reasonable, expenses must be consistent with this Article and authorized by the appropriate Supervisor.
- 39.04 Reimbursement will be made following submission of appropriate forms accompanied by original receipts to support the expense.
- 39.05 CMCC shall reimburse the cost of authorized travel expenses incurred by employees, provided that:
- a) The employee was travelling on CMCC business;
  - b) The employee had authority to incur travel expenses;
  - c) The expenses were out-of-pocket and not reimbursed from another source;
  - d) The expenses were reasonable;
  - e) The travel claim was appropriately documented; and
  - f) The expenses, where applicable, were in compliance with the policies and procedures of external funding organizations.
- 39.06 Employees hired to work at off-campus locations will not be reimbursed for travel expenses to and from their home and their work location.
- 39.07 Travel by Air: Air travel charges shall not exceed the fare for economy class. Reservations are to be made sufficiently in advance to ensure that the lowest possible fare is available.
- The premium on air travel life insurance coverage of \$50,000 for a round trip will be allowed as a claim. A receipt for the policy must be submitted in support of the claim.
- Where an employee has been reimbursed for air travel and resigns prior to the travel date, the employee will be responsible for reimbursing such costs to CMCC or if not, it will be considered a taxable benefit to the employee.
- 39.08 Travel by Rail: Railway charges for travel on CMCC business shall not exceed club car accommodations for day travel or standard lower berth or roomette for overnight travel.
- 39.09 Travel by Personal Vehicle: The mileage rate allowed for use of a personally owned vehicle on round-trip

journeys will be in keeping with the current annual automobile allowance rate determined by the Canada Revenue Agency.

CMCC is not responsible for loss or damage to personally owned vehicles while being used on CMCC business. An employee will be reimbursed for mileage calculated at the lesser of the distance from their home to and from the approved destination, traveling from home, or the distance to and from CMCC and the approved destination.

- 39.10 Travel by Rental Vehicle: Employees may require a rental car to save time and/or reduce costs. Reimbursable expenses include the rental fee for compact model cars, the km/ mileage charged by the car rental agency, and insurance coverage, when applicable, plus the receipts for gasoline purchases.

Employees who rent vehicles are responsible to ensure that they have obtained adequate insurance at a minimum level of \$2,000,000 liability.

- 39.11 Accommodation: Standard hotel, motel and other accommodation expenses are allowed if the claimant submits original receipts for such charges. The receipt for accommodation(s) must include the name and location of the hotel, date, number of days stayed, and the rate per day or week. CMCC does not reimburse for mini-bar or movie expenses.

Where the employee shares a room with a family member the single rate should be shown on the invoice and only that amount claimed.

- 39.12 Meals: Meal costs shall be limited to reasonable meals of the employee, not otherwise provided at a conference or seminar, and must be supported by receipts (or charges to the hotel bill) at a reasonable and necessary cost per day.

#### Article 40 - Term of Agreement

- 40.01 This Agreement shall be binding on both parties and shall be deemed to commence from June 1, 2024, and remain in effect until May 31, 2028.
- 40.02 This Agreement shall automatically renew itself for periods of one year unless either party notifies the other, in writing, within the period of ninety days prior to the expiry date that it desires to amend or terminate this Agreement.
- 40.03 Any changes deemed necessary to this Agreement, may be made by mutual agreement, in writing, at any time during the existence of this Agreement.

MEMORANDUM OF SETTLEMENT

Between

CANADIAN MEMORIAL CHIROPRACTIC COLLEGE

And

CUPE LOCAL 4773

1. The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all terms of this memorandum to their respective principals as soon as possible in the renewal of their collective agreement expiring May 31, 2024.
3. The parties herein agree that the term of the collective agreement shall be for the period of June 1, 2024, to May 31, 2028; and shall come into force on the date ratified by both parties. The renewal of the collective agreement shall include all changes on matters agreed to and signed off on or prior to **October 21, 2024** and attached hereto as Appendix A, B, C and Schedule A.
4. Retroactive payments will be made within sixty (60) days of ratification.

Dated at Toronto the 21<sup>st</sup> day of October, 2024.

By CMCC

*S. Braune*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

By CUPE Local 4773

*[Signature]*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Appendix A

**MEMORANDUM OF SETTLEMENT**  
**Between**  
**CANADIAN MEMORIAL CHIROPRACTIC COLLEGE**  
**And**  
**CUPE LOCAL 4773**

**MEMORANDUM OF UNDERSTANDING - Clinic Working Group**

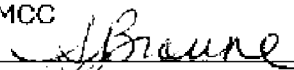
Whereas it is in the best interest of CMCC and CUPE to provide recommendations and input on future clinic expansions that are respectful of the contributions made by employees, the parties agree to a working group to:

- I. analyze and discuss clinical education processes and outcomes, and patient care in the CMCC clinic system.
- II. solicit feedback from clinicians representing a diverse experience (external clinics; inter- professional clinics; diversity etc.).
- III. discuss strategies to manage the variability of tasks and responsibilities that exists across clinics at CMCC.
- IV. assess use of resource and/or timesheet clinicians.
- V. review alternative Clinic models.
- VI. discuss and analyze potential risks to the clinic system and recommend potential mitigation strategies.
- VII. address intern: clinician ratios and resultant workloads.

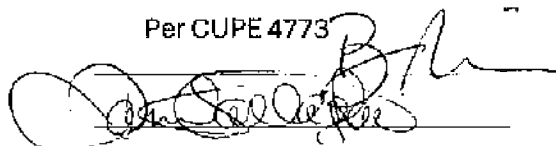
Both parties agree that the joint recommendations from this Working Group will provide processes on how CMCC clinic development moves forward.

Both parties agree that concerns detailed in the MOU are to remain within the above Working Group and not be brought to Labour Management Committee (LMC) meetings. Exceptions are those concerns that both parties agree should be escalated in order to promote further discussion and resolutions.

Per CMCC

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Per CUPE 4773

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Appendix B**

**MEMORANDUM OF SETTLEMENT**  
**Between**  
**CANADIAN MEMORIAL CHIROPRACTIC COLLEGE**  
**And**  
**CUPE LOCAL 4773**

**MEMORANDUM OF UNDERSTANDING - Faculty Research Hours Working Group**



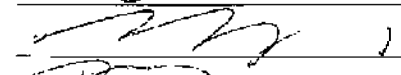


Whereas, it is in the best interest of CMCC and CUPE to maintain a process of applying for and receiving Faculty Research Hours, as outlined in Article 16.10, that recognizes contributions made by employees who are engaged in research and grantsmanship in the pursuit of scholarly activities within an academic environment, and whereas Faculty Research Hours remain management's rights and are dependent on CMCC's fiscal capacity, both parties agree to establish a Working Group to:

- I. Review and enhance the processes designed to apply for Faculty Research Hours.
- II. Develop a process for mentorship through-out the application cycle.
- III. Review and enhance the process for the annual reporting of the completion of research projects associated with the allocation of Faculty Research Hours; or annual reporting on projects that have multi-year funding.
- IV. Review and enhance the process for evaluating applications, including the Faculty Research Hours Rubric, and allocation.


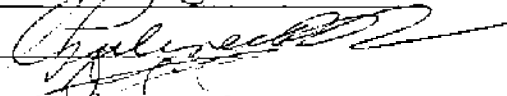
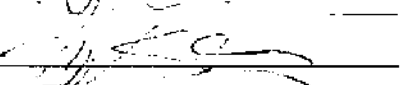
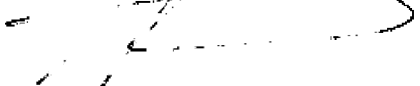
The Working Group will be jointly chaired and will comprise equal representation of Union and Employer representatives. Union representatives will be appointed by the Union and should include people with varied research interests and research experience. The Working Group will convene at least monthly, within two (2) months of ratification of the Collective Agreement and will present its final recommendations, as a written document, to both parties prior to May 31, 2025.

Related to the Faculty Research Hours process, but unrelated to the Working Group, CMCC commits to provide additional annual funding to bargaining unit members of \$100,000 effective June 1, 2025 (incremental to existing research funding and workloads) for the duration of the Collective Agreement. Any remaining funds not allocated each year for research will be eligible for application for one year after. A statement of allocated, and unallocated research funding available for allocation in the following year, will be provided to the Union at the conclusion of the application cycle.

Per CMCC

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Per CUPE 4773

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Appendix C


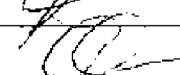

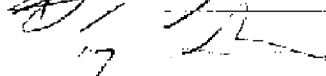
**MEMORANDUM OF SETTLEMENT**  
**Between**  
**CANADIAN MEMORIAL CHIROPRACTIC COLLEGE**  
**And**  
**CUPE LOCAL 4773**

MEMORANDUM OF UNDERSTANDING – Retirement Savings Program - CAAT

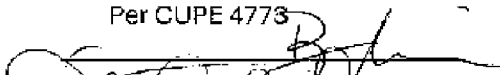
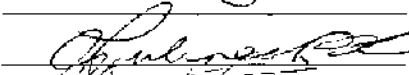
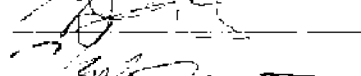

Whereas it is in the best interest of both parties to provide access to an improved retirement pension program for CMCC employees; CMCC and the members mutually agree to introduce an alternate Retirement Savings Program as detailed in Article 26, of which its terms have been shared and agreed to with the Union. The operational details of this program are as follows:

- I. All current participants of CMCC's group registered retirement savings plan (prior to the implementation of the new CAAT DB+ Pension Plan 2024) will have a one-time opportunity to opt-out of the CAAT (DBplus) pension plan, thereby allowing current CMCC employees to remain active in CMCC's Group RRSP matching contribution program.
- II. The current group RRSP matching contribution program will align with the CAAT (DBplus) Pension Plan contribution percentage(s) and as defined in Article 26
- III. There will be a mandatory enrollment into the new CAAT DBplus pension plan for all new employees hired within six months of the effective date for implementation of the CAAT DBplus pension plan.

Per CMCC

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
7

Per CUPE 4773

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

## **Schedule A - Grid Framework**

Effective June 1, 2024 Step 1 of the Salary Grid (Schedule A1) represents an increase of 15% from the floors at May 31, 2024. Each Step thereafter are successive increases of 3% and Step 9 is fixed for the duration of the Collective Agreement. On each anniversary date of the Collective Agreement (June 1), the floor moves one Step to the right and the left column is removed (see Schedules A2-A4).

### **Initial Grid Placement effective June 1, 2024 (see Schedule A1)**

Applying the criteria listed below in a sequential manner will determine initial placement of current employees in the Salary Grid:

1. Employees will initially be placed at the greater of:
  - a. Step 1
  - OR
  - b. One Step for each five-year increment of Time in Rank (based on years) or Seniority (based on FTE hours), capped to a maximum of Step 3
  - OR
  - c. The Step with a dollar value that is immediately greater than the employee's base salary as of May 31, 2024 plus 4% increase
2. Those whose base salary as of May 31, 2024 is between Steps 8 and 9 will receive 4% compensation comprised of:
  - a. an increase to their base salary to the value of Step 9 and
  - b. a lump sum stipend for any residual.
3. Those whose base salary as of May 31, 2024 exceeds Step 9 will receive a 4% lump sum stipend.

### **Grid Movement throughout the term of the Collective Agreement (see Schedules A2-A4)**

On each anniversary date of the Collective Agreement (June 1), all employees will move one Step to the right of the Salary Grid of that year. Employees at the final Step of the relevant Salary Grid or whose salary exceeds the final Step thereof, will receive a 4% lump sum stipend.

**Schedule A - Grid Placement upon Promotion (cont'd)**

Applying the criteria listed below in a sequential manner will determine placement of promoted employees in the Salary Grid of the year of promotion:

1. Promoted employees will initially be placed at the greater of:
  - a. The first Step of the promoted rank

OR

  - b. The Step of the promoted rank with a dollar value that is immediately greater than the employee's base salary as of May 31 plus 6% increase
2. Those whose base salary as of May 31 plus 6% exceeds Step 9 of the promoted rank will receive 6% compensation comprised of
  - a. an increase to their base salary to Step 9 of the promoted rank and
  - b. a lump sum stipend for any residual.

**Grid Placement upon Appointment**

Applying the criteria listed below in a sequential manner will determine placement of appointed employees in the Salary Grid of the year of appointment:

1. Appointed employees will initially be placed at the greater of:
  - a. The first Step of the appointed rank

OR

  - b. The Step of the appointed rank with a dollar value that is immediately greater than the employee's base salary as of May 31
2. Those whose base salary as of May 31 exceeds Step 9 of the appointed rank will maintain their base salary as of May 31

**Schedule A1 - Effective Date June 1, 2024 to May 31, 2025**

TITLE / RANK		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Professor		\$89,467	\$92,151	\$94,915	\$97,763	\$100,695	\$103,716	\$106,828	\$110,033	\$113,334
Associate Professor		\$70,018	\$72,118	\$74,282	\$76,510	\$78,806	\$81,170	\$83,605	\$86,113	\$88,696
Assistant Professor		\$58,996	\$60,766	\$62,589	\$64,467	\$66,401	\$68,393	\$70,444	\$72,558	\$74,735
Instructor		\$54,458	\$56,092	\$57,775	\$59,508	\$61,293	\$63,132	\$65,026	\$66,977	\$68,986
Tutor		\$46,489	\$47,883	\$49,320	\$50,800	\$52,323	\$53,893	\$55,510	\$57,175	\$58,891
Teaching Assistant		\$46,489	\$47,883	\$49,320	\$50,800	\$52,323	\$53,893	\$55,510	\$57,175	\$58,891
Technologist II		\$70,650	\$72,770	\$74,953	\$77,201	\$79,517	\$81,903	\$84,360	\$86,891	\$89,497
Technologist I		\$60,000	\$61,800	\$63,654	\$65,564	\$67,531	\$69,556	\$71,643	\$73,792	\$76,006
Senior Librarian		\$80,391	\$82,802	\$85,287	\$87,845	\$90,480	\$93,195	\$95,991	\$98,870	\$101,837
Associate Librarian		\$64,831	\$66,776	\$68,779	\$70,843	\$72,968	\$75,157	\$77,412	\$79,734	\$82,126
Assistant Librarian		\$52,514	\$54,089	\$55,712	\$57,383	\$59,105	\$60,878	\$62,704	\$64,585	\$66,523

**Schedule A2 – Effective June 1, 2025 – May 31, 2026**

TITLE / RANK		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
Professor		<del>\$89,467</del>	\$92,151	\$94,915	\$97,763	\$100,695	\$103,716	\$106,828	\$110,033	\$113,334
Associate Professor		<del>\$70,018</del>	\$72,118	\$74,282	\$76,510	\$78,806	\$81,170	\$83,605	\$86,113	\$88,696
Assistant Professor		<del>\$58,996</del>	\$60,766	\$62,589	\$64,467	\$66,401	\$68,393	\$70,444	\$72,558	\$74,735
Instructor		<del>\$54,458</del>	\$56,092	\$57,775	\$59,508	\$61,293	\$63,132	\$65,026	\$66,977	\$68,986
Tutor		<del>\$46,489</del>	\$47,883	\$49,320	\$50,800	\$52,323	\$53,893	\$55,510	\$57,175	\$58,891
Teaching Assistant		<del>\$46,489</del>	\$47,883	\$49,320	\$50,800	\$52,323	\$53,893	\$55,510	\$57,175	\$58,891
Technologist II		<del>\$70,650</del>	\$72,770	\$74,953	\$77,201	\$79,517	\$81,903	\$84,360	\$86,891	\$89,497
Technologist I		<del>\$60,000</del>	\$61,800	\$63,654	\$65,564	\$67,531	\$69,556	\$71,643	\$73,792	\$76,006
Senior Librarian		<del>\$80,391</del>	\$82,802	\$85,287	\$87,845	\$90,480	\$93,195	\$95,991	\$98,870	\$101,837
Associate Librarian		<del>\$64,831</del>	\$66,776	\$68,779	\$70,843	\$72,968	\$75,157	\$77,412	\$79,734	\$82,126
Assistant Librarian		<del>\$52,514</del>	\$54,089	\$55,712	\$57,383	\$59,105	\$60,878	\$62,704	\$64,585	\$66,523

**Schedule A3 - Effective June 1, 2026 to May 31, 2027**

TITLE / RANK		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
Professor		<del>-\$89,467</del>	<del>-\$92,151</del>	\$94,915	\$97,763	\$100,695	\$103,716	\$106,828	\$110,033	\$113,334
Associate Professor		<del>-\$70,018</del>	<del>-\$72,118</del>	\$74,282	\$76,510	\$78,806	\$81,170	\$83,605	\$86,113	\$88,696
Assistant Professor		<del>-\$58,996</del>	<del>-\$60,766</del>	\$62,589	\$64,467	\$66,401	\$68,393	\$70,444	\$72,558	\$74,735
Instructor		<del>-\$54,458</del>	<del>-\$56,092</del>	\$57,775	\$59,508	\$61,293	\$63,132	\$65,026	\$66,977	\$68,986
Tutor		<del>-\$46,489</del>	<del>-\$47,883</del>	\$49,320	\$50,800	\$52,323	\$53,893	\$55,510	\$57,175	\$58,891
Teaching Assistant		<del>-\$46,489</del>	<del>-\$47,883</del>	\$49,320	\$50,800	\$52,323	\$53,893	\$55,510	\$57,175	\$58,891
Technologist II		<del>\$70,650</del>	<del>\$72,770</del>	\$74,953	\$77,201	\$79,517	\$81,903	\$84,360	\$86,891	\$89,497
Technologist I		<del>\$60,000</del>	<del>\$61,800</del>	\$63,654	\$65,564	\$67,531	\$69,556	\$71,643	\$73,792	\$76,006
Senior Librarian		<del>-\$80,391</del>	<del>-\$82,802</del>	\$85,287	\$87,845	\$90,480	\$93,195	\$95,991	\$98,870	\$101,837
Associate Librarian		<del>-\$64,831</del>	<del>-\$66,776</del>	\$68,779	\$70,843	\$72,968	\$75,157	\$77,412	\$79,734	\$82,126
Assistant Librarian		<del>-\$52,514</del>	<del>-\$54,089</del>	\$55,712	\$57,383	\$59,105	\$60,878	\$62,704	\$64,585	\$66,523

**Schedule A4 - Effective June 1, 2027 to May 31, 2028**

TITLE / RANK	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Professor	\$89,467	\$92,151	\$94,915	\$97,763	\$100,695	\$103,716	\$106,828	\$110,033	\$113,334
Associate Professor	\$70,018	\$72,118	\$74,282	\$76,510	\$78,806	\$81,170	\$83,605	\$86,113	\$88,696
Assistant Professor	\$58,996	\$60,766	\$62,589	\$64,467	\$66,401	\$68,393	\$70,444	\$72,558	\$74,735
Instructor	\$54,458	\$56,092	\$57,775	\$59,508	\$61,293	\$63,132	\$65,026	\$66,977	\$68,986
Tutor	\$46,489	\$47,883	\$49,320	\$50,800	\$52,323	\$53,893	\$55,510	\$57,175	\$58,891
Teaching Assistant	\$46,489	\$47,883	\$49,320	\$50,800	\$52,323	\$53,893	\$55,510	\$57,175	\$58,891
Technologist II	\$70,650	\$72,770	\$74,953	\$77,201	\$79,517	\$81,903	\$84,360	\$86,891	\$89,497
Technologist I	\$60,000	\$61,800	\$63,654	\$65,564	\$67,531	\$69,556	\$71,643	\$73,792	\$76,006
Senior Librarian	\$80,391	\$82,802	\$85,287	\$87,845	\$90,480	\$93,195	\$95,991	\$98,870	\$101,837
Associate Librarian	\$64,831	\$66,776	\$68,779	\$70,843	\$72,968	\$75,157	\$77,412	\$79,734	\$82,126
Assistant Librarian	\$52,514	\$54,089	\$55,712	\$57,383	\$59,105	\$60,878	\$62,704	\$64,585	\$66,523

Per CMCC

*Broune*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Per CUPE 4773

*Broune*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_