



File: 2122-U0043-3
June 22, 2021

TO: Members of the Saint Paul University part-time professors' local

SUBJECT: RATIFICATION OF TENTATIVE AGREEMENT

A tentative agreement was reached between the Union and Saint Paul University on June 17, on behalf of the members of the PSAC Saint Paul University part-time professors' bargaining unit. The new Collective Agreement, if ratified by the membership, will expire on April 30, 2023.

The parties agree that all changes shall take effect on the date of ratification of the Collective Agreement, unless another date is agreed upon.

WAGE INCREASES

Bill 124, i.e., the *Protecting a Sustainable Public Sector for Future Generations Act, 2019*, limits economic increases in Ontario to 1% per year for a wage moderation period of three years.

- May 1, 2020: 1%
- May 1, 2021: 1%
- May 1, 2022: 1%

OTHER MONETARY IMPROVEMENTS

- Professional development fund of \$25,000 per year.
- Employees with at least five years' general seniority shall be entitled to additional vacation pay of 2%, retroactive to May 1, 2020.
- Any employee whose hiring contract has been amended since March 2020 due to COVID-19 in terms of teaching methods (i.e., in-class, distance, online or hybrid) shall receive compensation of \$175 for every course for which last-minute changes were made.
- Memorandum of Understanding to readdress the wage issue, if required, in the event that *Bill 124* is amended or rescinded.

OTHER HIGHLIGHTS

- Memorandum of Understanding concerning equality, diversity, inclusion and affirmative action
- Memorandum of Understanding concerning discussions about benefits and a pension plan
- Liability protection
- Profile/Acknowledgment of part-time professors on the website
- Access to technology training programs
- Adjusted parental leave (18 months)
- Statutory holidays now included in the Collective Agreement

The ratification kit provides a list of all changes made to the Collective Agreement.

The voting process shall be a ratification vote. All members will have the option to ratify or reject the tentative agreement.



Once the members have ratified the tentative agreement, your bargaining team will sign a new Collective Agreement with Saint Paul University.

Your bargaining team:

William Cornet, Local President,
Isaac Nizigama, Bargaining Team Member,
Nelson Ovalle, Bargaining Team Member,
Maxime Thibault-Gingras, PSAC Negotiator, and
Darren Pacione, PSAC Research Officer

unanimously endorses this tentative agreement.

In solidarity,



Alex Silas
Regional Executive Vice-President, National Capital Region (NCR)

c. c. National Board of Directors
Chelsea Flook, Regional Political Communications Officer
Negotiations Section
Patricia Harewood, A/Director, Representation and Legal Services Branch
Élisabeth Woods, Regional Coordinator
Paula Dignan, Regional Representative
Reine Zamat, Supervisor, Membership Administration
Chantal Fréchette, Administrative Assistant, Membership Administration
Dale Robinson, Strike Mobilization Project Officer
Connor Spencer, Strike Mobilization Officer
Kelly Greig, Member Information Advisor

MEMORANDUM OF UNDERSTANDING

BETWEEN

**the Public Service Alliance of Canada, on behalf of Saint Paul University part-time professors'
bargaining unit (the Union)**

AND

Saint Paul University (the Employer)

Renewal of the Collective Agreement

The parties met from April 2020 to June 2021 to negotiate the renewal of the Collective Agreement, which expired on April 30, 2020. The new Collective Agreement will be in effect for a period of three years, i.e., from May 1, 2020 to April 30, 2023.

On June 17, 2021, the parties reached a tentative agreement as follows:

1) Appendix A – Wages

Bill 124, i.e., the *Protecting a Sustainable Public Sector for Future Generations Act, 2019*, limits economic increases in Ontario to 1% per year for a wage moderation period of three years.

- May 1, 2020: 1%
- May 1, 2021: 1%
- May 1, 2022: 1%

The parties agreed by Memorandum of Understanding that, in the event that *Bill 124* is amended or rescinded during the term of this Collective Agreement, they will meet to readdress the wage issue (**Appendix E**).

2) Appendix A – Vacation Pay

Employees with at least five years' general seniority (instead of five years of continuous service) shall be entitled to additional vacation pay of 2%, retroactive to May 1, 2020.

3) Appendix C – Additional Compensation for Changes Relating to COVID-19 (new)

Any employee whose hiring contract has been amended since March 2020 due to COVID-19 in terms of teaching methods (i.e., in-class, distance, online or hybrid) shall receive compensation of \$175 for every course for which last-minute changes were made.

4) Article 28 – Professional Development Fund (new)

The Employer shall provide the Union with an annual employee professional development fund of \$25,000. The first payment shall be retroactive to May 1, 2021.

5) Summary of Other Changes

Article 14 – Appointments

Language to clarify who the administrative head is, i.e., the dean or their delegate.

Clarification of the procedure for offering a course to an employee who has reappointment rights.

Addition stating that the Employer may require criminal record checks on employees who will be teaching courses or managing internships at the Centre, for the protection of minors and vulnerable people.

Clarification of contract signing procedure.

Creation of an administrative procedure for informing employees that any course for which they have reappointment rights, and which they are available to teach, is to be assigned to a full-time professor.

Article 15 – Course Evaluation

Course evaluation results shall now be available in electronic format only.

Article 16 – Personnel File

Employees' personnel files will no longer contain copies of all course evaluation forms filled out by their students.

Article 17 – Workload

Clarifications have been made to better define the Employer's expectations and the Employee's responsibilities.

Article 18 – Materials, Administrative Support and Office Space

With a view to assisting employees and facilitating technological innovation in the university community, the Employer shall keep employees informed of all technology training programs offered by the University and shall allow them to participate in said programs at no cost.

The Employer shall sign a T2200s form for any employee who requests one.

Employee recognition: all employees who wish to do so may submit their profiles, which shall be posted on the University campus.

Parking: Employees are entitled to a payroll deduction for parking fees.

Article 19 – Seniority and Reappointment Rights

The word "session" is replaced by the word "term" ("trimestre" in French).

Exception to reappointment rights for "internal clinical practicum" courses.

Article 23 – Leave

Addition of family members included in bereavement leave:

- Spouse
- Son or daughter
- Stepson or stepdaughter
- Brother or sister
- Brother-in-law or sister-in-law
- Father or mother
- Stepfather or stepmother
- Father-in-law or mother-in-law
- Brother-in-law or sister-in-law
- Son-in-law or daughter-in-law
- Grandparents and grandchildren

Statutory holidays now included in the Collective Agreement.

Article 24 – Parental Leave

Medical certificates are no longer required for employees who must stop working sooner than planned for medical reasons.

Parental leave is now extended from 35 to 61 weeks and from 37 to 63 weeks.

Article 27 – Legal Responsibility (new)

The Employer shall carry public liability insurance to insure its employees against, among other things, all legal claims while acting in the course of their employment.

Article 29 – Reopening of the Collective Agreement

Renumbering only.

Article 30 – Duration

The Collective Agreement shall be in effect for a period of three years, i.e., from May 1, 2020 to April 30, 2023.

Appendix B – Memorandum of Understanding on Promoting Equity, Diversity and Inclusion (EDI) (new)

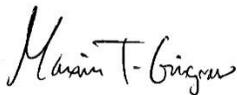
The parties have agreed on a procedure to address EDI issues at the University.

Appendix D – Discussion on Benefits and Pension Plan (new)

The parties agreed to postpone discussions on benefits to the next round of bargaining.

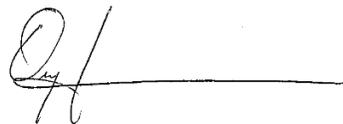
- 6) All provisions of the Collective Agreement shall come into effect on the date of signing, with the exception of those covering wages and vacation pay, which shall be retroactive to May 1, 2020, and those covering additional compensation for changes related to COVID-19, which will be retroactive to March 2020, unless otherwise agreed upon by the parties. Any adjustments will be paid within 90 days of the signing of the Agreement.
- 7) Both the Union and Employer support ratification of this Collective Agreement.

UNION REPRESENTATIVE



Maxime Thibault-Gingras

EMPLOYER REPRESENTATIVE



Denyse Jomphe

Appendix A - Salaries

Members shall be paid as follows for each three (3) credit course, as of the following dates:

May 1, 2020: \$6,413.50

May 1, 2021: \$6,477.64

May 1, 2022: \$6,542.41

These rates include a vacation pay of 4%. For employees with more than five (5) years of ~~continuous~~ **general seniority**, an additional vacation pay of 2% will be added.

Six (6) credit courses shall be compensated at twice the rate of three (3) credit courses. Courses that are less than the equivalent of three (3) credits, and courses that are team-taught, shall be compensated on a prorated basis.

Article 30 - Duration

The agreement is for a period of 3 years, from May 1, 2020 to April 30, 2023.

Article 14 - Appointments

14.1 When the ~~head of administration~~ **dean** of the faculty **or his delegate** determines that a course is available to be taught by employees, he shall first contact those employees who have reappointment rights for that course (see Article 19). Should more than one employee qualify, the ~~head of administration~~ **dean** or his delegate shall first contact the one with the most seniority for this course. If there is more than one with reappointment rights and ~~have~~ equal seniority for this course, the ~~head of administration~~ **dean** or his delegate shall first contact the employee among them with the most general seniority.

14.2 Employees with reappointment rights will be contacted by **email using their @ustpaul.ca address** or **by** phone, and be given seven (7) working days to ~~respond~~ **reply** to the employment offer. If they do not ~~respond~~ **reply** within that period, they will be deemed to have declined the offer. Following such refusal or expiry of the seven (7) working-day period, the ~~head of administration~~ **dean or his delegate** **will** contacts the second employee with reappointment rights in order of the seniority list for this course and gives him seven (7) working days to provide his ~~response~~ **reply**, and so on.

14.3 After all employees with reappointment rights have been contacted and have ~~replied~~ **accepted or declined the appointments**, all remaining positions, including those for which there are no reappointment rights, will be posted on the University Intranet. They shall be posted no later than 30 October for the winter term, 28 February for the spring/summer term, and 30 June for the fall term. Positions shall be posted for a minimum of seven (7) days. **When a course does not start at the beginning of a regular term, the posting date may be adjusted, especially for summer courses.**

14.4 Postings shall include, but are not limited to, the position description, the application deadline, and the requirements for the position, including academic and professional qualifications and experience.

For courses or internships associated with the *Center for Safeguarding Minors and Vulnerable Persons*, the employer may require a police background check for a particular vulnerable sector in accordance with methods approved by the Human Resources Services.

14.5 Applications shall be submitted to the head of ~~administration~~ **dean or his delegate**. The postings shall include instructions on the appropriate way to apply as well as contact information.

14.9 The employer shall notify candidates of their appointment no later than fourteen (14) days after the posting closes or, in the case of candidates with reappointment rights, fourteen (14) days after they accept the assignment. ~~Such notification will be in writing and include a copy of the contract.~~ **AppointedA contract is sent to each** employees ~~must to be signed the contract and returned it within seven (7) days.~~ **Once signed by the dean or his delegate, a copy of the contract is returned to the employee.**

14.12 When a small number of students have registered for a course, the ~~administration head~~ **dean or his delegate** may decide to offer this course as guided reading instead of cancelling it altogether. In such a case, employees are paid five hundred dollars (\$500) for the first student and **one hundred fifty dollars** (\$150) for every additional student. Employees shall accumulate one seniority point for this course.

If the employee withdraws from a course, Articles 14.11 and 14.13 do not apply.

14.15 Administrative Procedure

A course for which an employee holds reappointment rights may not be assigned to a full-time faculty member without regard to the administrative procedure set forth in Article 14.16, for as long as the employee who has reappointment rights on that course is available to teach it.

14.16 When the Dean of the Faculty or his delegate determines that a course for which an employee has reappointment rights could be assigned to a full-time faculty member, the Dean of the Faculty or his delegate shall follow the following administrative procedure:

- a) He must communicate with the employee who has reappointment rights in writing, stating which course is involved, the specific reason for this decision, and, if possible, an alternative option;**
- b) Such communication shall be made at least two (2) months prior to the commencement of the course, in accordance with Article 14.3.**

Article 15 – Course evaluation

- 15.2 The results of any course evaluation are shared with the employee and ~~placed on his files~~ **remain available electronically.**

Article 16 – Personnel file

16.3 — A copy of all course evaluations filled out by students shall be placed in the employee's personnel file.

Article 17 - Workload

17.2 The employee complies with all procedures, processes and deadlines established by the employer for the delivery of courses and the assignment of student grades.

Particular attention must be paid to:

- a) **the University calendar, particularly with respect to the exam period;**
- b) **the course timetable, which cannot be changed;**
- c) **the course outline, which must be submitted to the dean or his delegate, the school director or the program director within seven (7) days of signing the contract;**
- d) **the syllabus, which must be submitted to the dean or his delegate, the school director or the program director at least twenty-eight (28) days before the beginning of the course, keeping in mind that the syllabus cannot be changed unilaterally once it has been approved. This syllabus must be posted on the learning management platform and must include, among other things, information on academic fraud and student support services. This information will be provided to the employee by the dean or his delegate.**

Article 18 - Materials, administrative support and office space

18.4 Online Courses

In order to support employees and facilitate technological innovation within the University community, the employer shall make available to employees the technology training programs offered at the University and allow them to participate in these programs at no cost.

The Employer will sign a T2200s form when requested by the employee.

18.5 Employees Recognition

Any employee who wishes to have his or her name, photo, and profile posted on the University's website may make a request to the Dean of their Faculty at the beginning of each term for approval. The posting will be valid as long as the employee retains a renewal right for a course. It is the responsibility of the employee to provide a suitable photograph.

18.6 Parking

Any employee may access payroll deductions to pay for a parking permit.

Article 19 - Seniority and reappointment rights

- 19.1 Seniority for a course is acquired as of the ~~term~~ **session** where the course was first given at the University by the employee and shall accumulate on the basis of the number of times the course is given.

General seniority is acquired as of the term of the first course given at the University by the employee.

- 19.5 For “internal clinical practicum” courses offered at the School of Counselling, Psychotherapy and Spirituality, the parties recognize that some of these courses require an amalgam of education and specialized experience not found among the employees who have already given the course. In these cases, there will be no reappointment rights, but courses will be assigned in accordance with Article 14.6. The union will be informed of these cases.

Nevertheless, even if there is no right of reappointment for “internal clinical practicum” courses, the employer may, taking into account the pedagogical needs and professional accreditation of the program of study, refer to Articles 14.1 and 14.2 in the following specific conditions: if the employee has already offered the same “internal clinical practicum” and if it is offered in conjunction with the same full-time professor.

Article 23 - Unplanned Leaves

23.3 Bereavement leave

During a term, an employee is entitled to a maximum leave of three (3) consecutive working days without loss of pay or benefits upon the death of a close relative, i.e.: ~~the mother, father, sister, brother, spouse, child, mother in law, father in law, grandmother, grandfather, granddaughter and grandson.~~

- spouse,
- child,
- stepchild,
- sibling,
- stepsibling,
- parent,
- stepparent,
- spouse's parent,
- sibling's spouse,
- child's spouse,
- grandparents and grandchildren.

The parties recognize that the circumstances justifying the request for bereavement leave are individual **matters**. Upon request, the Dean may, after considering the particular circumstances, grant a leave without pay longer or in a different manner than provided for in Article 23.3.

23.7 Public holidays

No employee will be required to work on the following holidays:

- **New Year's Day**
- **Family Day**
- **Good Friday**
- **Easter Monday**
- **Victoria Day**
- **Canada Day**
- **August Civic Holiday**
- **Labour Day**
- **Thanksgiving Day**
- **Christmas Day**
- **Boxing Day**

Article 24 – Parental Leave

24.2 Maternity leave

- i) An employee shall be entitled to maternity leave for a period of seventeen (17) consecutive weeks beginning at any time between the seventeenth (17th) week preceding the expected date of delivery and the date of delivery. Unless there are exceptional circumstances, the employer must receive a notice of one month before the expected date of delivery, unless the employee must stop working due to complications related to her pregnancy, ~~in which case the employee must provide the employer with a medical certificate attesting to these complications and the expected date of delivery.~~
- ii) Where the employee is under contract at the time the notice is given and the work will not be completed before the start of the proposed leave, the employee will receive the lesser of: the balance of the wages owing under her contract or 95% of her full salary plus benefits for two (2) weeks.
- iii) Notwithstanding the foregoing, an employee who has completed 60% of her contract at the time her maternity leave begins will receive the greater of 50% of the salary balance due under her contract or 95% of her full salary plus benefits for two (2) weeks.

24.4 Parental leave

- i) An employee may take the following parental leave: the birth, adoption or arrival of a child whose parent has custody for the first time.
- ii) Both parents are eligible for parental leave. For the purposes of this section, "parent" includes a person with whom a child is being adopted and a person who is in a relatively permanent relationship with the parent of a child and who intends to treat the child as his.
- iii) Parental leave ends no later than ~~3561~~ weeks after the start of the leave if she is on maternity leave and ~~3763~~ weeks in any other case, without pay, unless a leave for the spouse has been granted in accordance with Article 24.3, in which case the spouse's leave of 1/12 of the contract is paid and constitutes the first week of the ~~3763~~ weeks of parental leave. Parental leave can be taken following a maternity leave and this leave must start immediately after the maternity leave.
- iv) As soon as the employee knows the date of the beginning of his parental leave, he must inform his Dean in writing.

Article 27 - Legal Liability (new)

- 27.1** The University will maintain a public liability insurance to insure, among others, employees who are acting within the scope of their employment against liability claims (including negligence, property damage, personal injury, libel and slander).
- 27.2** Employees have a strict obligation to give to the University timely notice of any legal action or claim made against an employee as soon as possible after the employee has knowledge of such action or claim.

Article 29 – Re-opening of agreement

Renumbering the Article only.

APPENDIX B

Letter of Agreement
between
Saint Paul University
(the Employer)
and
the Local Representing Part-Time Professors
(the Union)

Promoting Equity, Diversity and Inclusion

Equity, diversity and inclusion (EDI) are key to the success of a contemporary Canadian university such as Saint Paul University.

Saint Paul University must be a place where all people on campus (faculty, staff and students) feel part of an inclusive, diverse and welcoming university space.

To this end and in direct connection with the promotion of EDI at Saint Paul University, the Union and the Employer agree to the following terms and conditions:

- a) Equity seekers include women, Indigenous Peoples (First Nations, Inuit and Métis), persons with disabilities, members of visible minorities or racialized groups, and members of the LGBTQ2+ communities;
- b) The parties will constitute the necessary, comprehensive, and recent data to determine the status of EDI among all teaching staff at Saint Paul University.

To address the challenges of EDI:

- 1) The Employer commits to consulting with the Union on its EDI vision statement and resulting Action Plan. The Union will also be consulted during the periodic review of the Action Plan.
- 2) The Employer and the Union mandate the Joint Committee, as provided for in the Collective Agreement, to establish the parameters and conditions necessary to portray the diversity of all teaching staff of Saint Paul University.
- 3) The diversity portrait of the teaching staff of the University shall be completed prior to the expiration date of this Collective Agreement and its result shall be used as a tool by the parties in future discussions at the bargaining table.
- 4) The Employer and the Union are committed to the creation and promotion of an Affirmative Action Pool, which is a list of members of this bargaining unit who meet the criteria in a) above who are interested in applying for other future teaching positions within Saint Paul University. The creation and promotion of the Affirmative Action Pool will occur prior to the expiration date of this Collective Agreement.

APPENDIX C

Letter of Agreement

between

Saint Paul University
(the Employer)

and

the Local Representing Part-Time Professors
(the Union)

Additional remuneration for changes related to COVID-19

Since March 2020, some courses have had to be adapted at the last minute to cope with COVID-19. For example, courses planned to be offered in the classroom had to be quickly changed to online or distance learning courses, which generated an increased workload.

In recognition of this additional workload, the Employer agrees that each employee who has had a change imposed on their employment contract since March 2020 as a result of COVID-19 with respect to the delivery of their course (classroom, distance, online, hybrid) be compensated \$175 for each course for which last minute changes were made, unless they were given at least 30 days notice.

APPENDIX D

Letter of Agreement

between

Saint Paul University
(the Employer)

and

the Local Representing Part-Time Professors
(the Union)

Discussion on Benefits and the Pension Plan

Bill 124, Protecting a Sustainable Public Sector for Future Generations Act, 2019 governs and imposes limits on salaries and other elements of total compensation during the prescribed moderation period, which is a period of three years after the expiry date of a collective agreement. In this context, the Employer and the Union agree as follows:

1. The Bill does not allow for the Employer to grant more money in total compensation other than that which is prescribed during the term of this Collective Agreement, nor does it allow for the Employer to enhance total compensation in the form of a catch-up by adding a 4th year extending beyond the moderation period;
2. The limitations imposed by the Bill and existing case law also do not allow the parties to enhance members' total compensation through a new benefit plan and pension plan during this round of bargaining;
3. Accordingly, the Employer and the Union defer discussions on the issues surrounding a potential benefit plan and a potential pension plan to the next round of bargaining in order to jointly explore their respective feasibility in good faith.

APPENDIX E

Letter of Agreement

between

Saint Paul University
(the Employer)

and

the Local Representing Part-Time Professors
(the Union)

Reopening with regards to Bill 124

The parties agree that should *Bill 124, Protecting a Sustainable Public Sector for Future Generations Act, 2019* of Ontario be repealed or amended to shorten the restraint period or modify the 1% restraint measures prior to the expiration of this Collective Agreement, the parties will meet within 60 days of the decision to negotiate a solution, if any, for bargaining unit employees affected by the legislative restraints.