

# **COLLECTIVE AGREEMENT**

**B E T W E E N:**

**INSTITUTE OF NATUROPATHIC EDUCATION AND RESEARCH c.o.b. as the  
CANADIAN COLLEGE OF NATUROPATHIC MEDICINE**

(hereinafter referred to as the “College”)

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES, and its LOCAL 5266**

(hereinafter referred to as the “Union”)

**[EFFECTIVE DATE]**

**May 25<sup>th</sup>, 2020 TO May 24<sup>th</sup>, 2023**

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COLLEGE OF NATUROPATHIC MEDICINE**

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OF THE FIRST PART

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES, and its LOCAL 5266**

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OF THE SECOND PART

### **ARTICLE 1 - PURPOSE OF AGREEMENT**

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the College and the Union with respect to the bargaining unit as defined herein, to secure the prompt and equitable disposition of grievances and to promote the efficient operation of the College business. This agreement shall be regarded as a complete and specific statement of the relationship between the College and the Union.

### **ARTICLE 2 - RECOGNITION**

2.01 The College recognizes the Canadian Union of Public Employees and its Local 5266 as the exclusive bargaining agent for all Academic Faculty\* including all categories of Professors, Clinic Supervisors, Instructors, Teaching Assistants, Course Coordinators, Clinic Residents, Research Residents and Laboratory Technologists employed by the Canadian College of Naturopathic Medicine in the City of Greater Toronto save and except housekeeping, security, maintenance personnel, residence coordinator, librarian, policy advisors, new media specialists, program outreach, case coordinators, research associates, research fellows, marketing and communications staff, clinic operations staff, finance, office and clerical staff, deans, associate deans, managers and persons above the rank of manager.

\* Note: The following are excluded from the bargaining unit: All employees in bargaining unit positions (clinic supervisors, instructors, teaching assistants, and laboratory technologists) employed for fewer than 96 hours cumulatively in any bargaining unit position per academic year (September 1<sup>st</sup> – August 31<sup>st</sup>).

2.02 The term “full-time employee’ as used in this Collective Agreement shall mean all individuals employed 35 hours/week or more. The term “part-time employee’ as used in this Collective Agreement shall mean all employees who are not full-time employees.

2.03 Residents – The Union recognizes the right of the College to hire Residents for a specific term not to exceed twenty-four (24) months. They shall be afforded all rights and privileges of this collective agreement, save and except that articles 12 and 16 shall not apply.

2.04 Contract Employees – The Union recognizes the right of the College to hire contract employees for a specific term not to exceed twenty-four (24) months to carry out special projects (as agreed to between the College and the Union), or to replace an employee on an approved leave of absence. Contract employees may be permanently laid off with two (2) weeks advance written notice. They shall be afforded all rights and privileges of this collective agreement save and except that articles 12, 15, 16, 17, 20 and 23 shall not apply and they shall be considered “part-time” for purposes of the application of articles 13.03 and 14.

2.05 For the purposes of interpretation, the singular shall include the plural and vice-versa, wherever the context so requires.

### **ARTICLE 3 - RELATIONSHIP**

3.01 Except as provided for herein, both the Union and the College agree that no harassment or discrimination of any kind will be practiced or condoned by them against any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability.

3.02 The College and the Union agree that no employee shall in any manner, be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.

3.03 Neither the Union, nor any of its members, will engage in Union activities during working-hours or hold meetings at any time on the premises of the College without permission of the College.

3.04 Union Security: The College shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members. Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the 15<sup>th</sup> day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, classifications and sex of employees from whose wages the deductions have been made. Income Tax (T-4) slips are made available, and the College shall indicate the amount of union dues paid by each Union member in the previous year.

3.05 The Union agrees that it will save the College harmless from any claim arising pursuant to any deductions made or the provision of employee Social Insurance Numbers under this Article.

3.06 The Union recognizes that, in accordance with current practices, persons excluded from the bargaining unit as identified in Article 2, perform bargaining unit work, and persons in the bargaining unit may agree to additional employment with the College performing tasks that are not considered bargaining unit work. The College agrees that it will not use this clause to significantly alter the current distribution of bargaining unit work.

3.07 The Union shall have the right at any time to the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the College. Such representative(s)/advisor(s) shall have access to the College's premises in order to deal with any matters arising out of this collective agreement. Access for any other purpose shall only be granted on advance notice and with the permission of the College.

3.08 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 the College and the Union.

3.09 Except where otherwise provided, official communications in the form of correspondence between the College and the Union shall pass to and from the Executive Director, Human Resources and the Recording Secretary of the Union.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

4.01 Except as specifically limited by the express provisions of the Agreement, the Union acknowledges and agrees that the management of the College, and direction of the working-force, are fixed exclusively in the College, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the College to:

- (a) maintain order, discipline and efficiency;
- (b) hire, promote, demote, lay-off, classify, transfer, suspend or terminate employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided; and
- (c) determine the nature and kind of business conducted by the College, the kinds of and the locations of facilities, programs, courses, clinics, equipment and materials to be used, the methods and techniques of work, the content of jobs, the qualifications for jobs, the course schedules, the course and program content, modes of delivery of courses and programs and the standards of quality and quantity for all operations.

#### **ARTICLE 5 – STEWARDS AND NEGOTIATING COMMITTEE**

5.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the four (4) Union Stewards. The Steward may assist any employee, whom the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.

5.02 The Union shall notify the Employer in writing of the name of each Steward and the department(s) they represent and the name of the Chief Steward, before the Employer shall be required to recognize them.

5.03 The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward is employed full time by the employer and that they will not leave their work during working hours except to perform their duties under this agreement. The Steward shall obtain the permission of

their supervisor before leaving their work, and shall provide the supervisor with the reason why the Steward's presence at the Union business is necessary. Such permission shall not be unreasonably withheld.

5.04 A Union Bargaining Committee shall be elected or appointed and consist of not more than five (5) members of the Union. The Union will advise the College of the Union members of the Committee.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

6.01 For the purposes of this Agreement "grievance" shall be defined as any difference or dispute arising out of the interpretation, application, administration, or alleged violation of the collective agreement, including any question as to whether a matter is arbitrable.

6.02 The parties to this Agreement are agreed that it is of the utmost importance to address complaints and grievances as quickly as possible.

6.03 A grievance shall be in writing, on a grievance form, signed by the aggrieved employee and a Union Steward, and shall contain a detailed explanation of the nature of the grievance and the remedy sought.

6.04 Grievances shall be adjusted and settled as follows:

### 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. The discussion shall be requested by the employee no later than 21 calendar days after the employee became aware, or ought to have become aware, of the circumstances giving rise to the complaint. The employee's Supervisor will provide an answer to the complaint no later than 2 working days after the subject matter of the complaint has been discussed with the employee.



### Step No. 1

If the grievance is not settled at the Complaint Step as provided for above, it shall be set forth in writing as described in Article 6.03 and submitted to the employee's Supervisor. The written grievance shall be submitted no later than 7 calendar days following receipt of the employee's Supervisor's answer to the initial complaint. A Step 1 meeting shall be scheduled within 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 presented with a written reply no later than 7 calendar days following the Step 1 meeting.

### Step No. 2

If the Grievance is not settled at Step 1, it shall be submitted to the Executive Director, Human Resources (EDHR), or their designate, no later than 7 calendar days following delivery of the Step 1 reply. The EDHR, or their designate, and another management representative shall meet to discuss the grievance with the Grievor, a Union representative, and the National Representative if requested by either party, within 7 calendar days of the filing of the grievance at Step 2. The College's written reply shall be given within 7 calendar days following the Step 2 meeting.

### Policy Grievance

6.05 A policy grievance, defined as a grievance involving a question of general application or interpretation of an Article, shall be submitted by the Union to the College directly at Step 2. No policy grievance shall be considered unless it is submitted within 14 calendar days after the Union became aware, or ought to have become aware, of the circumstances giving rise to the grievance.

### College Grievance

6.06 It is understood that the College may file a grievance with the Representatives of the Union and request a meeting with them to discuss any complaint or concern that there has been a violation of any contractual obligation undertaken by the Union. Such grievances shall commence at Step No. 2 of the Grievance and shall be brought forth within 7 calendar days after the College became aware, or ought to have become aware, of the circumstances giving rise to the grievance.

## **ARTICLE 7 – ARBITRATION PROCEDURE**

7.01 If a grievance is not resolved upon receipt of the reply from the EDHR (or their designate) at Step No. 2 in the Grievance Procedure outlined in Article 6 above, and provided that the grievance is one which concerns the interpretation, application, administration or alleged violation of the Agreement (including any question as to whether a matter is arbitrable), the grievance may be referred by either party to a Sole Arbitrator via written request to the other party in the form outlined below, at any time within 14 calendar days of delivery of the reply of the EDHR (or their designate), but not later.

7.02 Such written request shall state clearly the matter or matters in dispute to be dealt with by the Sole Arbitrator and what relief, if any, is claimed by the party requesting Sole Arbitration.

7.03 Within 7 calendar days of a party's written request for arbitration, the party so requesting shall in writing provide the other party with names of proposed Sole Arbitrators. The parties shall exchange the names of proposed Sole Arbitrators in an effort to reach an agreement. In the event that the parties cannot agree on a Sole Arbitrator, either party may request that the Minister of Labour appoint a Sole Arbitrator.

7.04 The decision of the Sole Arbitrator, constituted in the above manner, shall be final and binding on both parties.

7.05 The Sole Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

7.06 Each of the parties to this Agreement will jointly bear the fees and expenses of the Sole Arbitrator.

### Time Limits

7.07 The parties agree to follow the Grievance and Arbitration procedures in accordance with the steps, time limits and conditions set out in this Article and in Article 6 (Grievance Procedure). Any of the time limits set out in these Articles may only be extended if mutually agreed to, in writing, by the parties.

7.08 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.

7.09 For purposes of article 6 and 7, Stat Holidays and College Closure days are not considered to be calendar days.

## **ARTICLE 8 – UNION/MANAGEMENT RELATIONS**

### 8.01 Labour Relations Consultation Committee

- (a) The Union and College shall each name three (3) representatives to the Labour Relations Consultation Committee. If further representation is felt to be necessary by either side, such a request shall be made in writing by one side to the other, five (5) working days in advance of the meeting. The Committee shall be convened at least every three (3) months or more frequently as agreed between the parties. Meetings of the Committee shall not exceed two (2) hours in duration. Such notice shall contain the proposed agenda.
- (b) The Committee shall concern itself with discussing issues of mutual interest including workplace procedures and other matters relating to employer/employee relationships. Particular matters for discussion shall include all things relating to the provision of services.
- (c) Chairing of the meetings shall rotate between the Union and the College Representatives. Having consulted with both parties, it is the responsibility of the chairperson to finalize and distribute to both parties the agenda for such meetings ten (10) working days in advance of such meetings. By mutual agreement between Union and Management, items may be added to the agenda up to five (5) working days in advance of the meeting.
- (d) Committee members shall not suffer loss of pay or benefits for time spent in attendance at Committee meetings convened under this Article.
- (e) The College and the union representatives shall rotate minute taking for the meetings and send copies of said minutes to each of the parties within five (5) working days of the meeting. Upon agreement of the content of the minutes the College representative and the union representative shall sign off on two (2) copies of the minutes.

## **ARTICLE 9 – DISCIPLINE AND DISCHARGE**

9.01 A claim by an employee who has acquired seniority, that they have been disciplined or discharged without just cause, may be the subject of a grievance.

9.02 All grievances with respect to discipline or discharges shall be taken up within five (5) working-days and shall commence at Step No. 2 of the Grievance Procedure as set forth in Article 6 above.

9.03 The grievance of an employee concerning their discharge without just cause may be settled by confirming the College's action or by reinstating the employee either with or without compensation for lost time or by any other arrangement which is just and equitable in all the circumstances in the opinion of the concurring parties or a Sole Arbitrator.

9.04 An employee who is called before the employee's supervisor concerning any disciplinary matter shall, unless declined in writing by the employee, be accompanied by a Steward or designate. An employee who is to be reprimanded, suspended or discharged shall be sent a letter setting out the reason(s) for this action with a copy to be sent to the Union.

9.05 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.

9.06 An employee covered by this agreement shall have the right on notice to the College to refuse to cross a picket line or refuse to do the work of striking or locked out employees, or refuse to handle goods from an employer where a strike or lockout is in effect. Failure to cross such a picket line or to perform the work of striking or locked out employees or to handle goods from an employer where a strike or lockout is in effect by a member of this Union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

9.07 The record of an employee shall not be used against them at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

## **ARTICLE 10 - NO STRIKES / NO LOCK-OUTS**

10.01 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 11 - WAGES, CLASSIFICATIONS & WELFARE**

11.01 Schedule "A" headed "Classifications, Wage Structure and Welfare" attached hereto is hereby made a part of this Agreement.

## **ARTICLE 12 - HOURS OF WORK AND WORK ASSIGNMENTS**

12.01 Reflective of the professional nature of a faculty role the "assigned time" only constitutes a fraction of the faculty member's total work. Not all of faculty time will be specifically assigned as it is recognized and expected, that faculty will perform many administrative tasks, participate in meetings, advise and counsel students, participate in activities to advance the profession, and other such professionally relevant activities. Significant changes to "non-assigned time" expectations will be a standing item for discussion for the Labour Relations Consultation Committee.

For full-time faculty the standard scheduled student contact is:

- (a) Classroom Teaching: 387 scheduled classroom assignment hours. The 387 reflects the fact faculty perform many valuable roles outside of these assigned hours, and that collectively they constitute a full-time position.
- (b) Clinic Supervision: 1,144 scheduled clinic supervision hours.
- (c) For faculty engaged in both academic and clinic assignments, the total workload will be calculated as the percentage of a full teaching load plus the percentage of the full clinic load.

For Clinic Supervision of a New Satellite Clinic a proration factor of 1.2 will be applied for the first term and 1.1 for the second term.

Credit for classroom teaching assignments will be assigned as follows:

For faculty engaged in both academic and clinic assignments, the total workload will be calculated as the percentage of a full teaching load plus the percentage of the full clinic load.

Type	Description	Factor
Previously taught	Taught within the last two years	1.0
New	New course, no existing curriculum	1.75
New-1	Existing course, first time delivery for this faculty member	1.25
New-2	Existing Course, Previously taught, with substantial curriculum of evaluation charges.	1.25
Repeat course	A repeated section of the same course during the same term with the same cohort.	0.80
Coordination	Coordinating the activities for a course delivered by multiple individuals, where the coordinator is expected to be present during the teaching	0.60
Repeat coordination	Repeat of the coordination for an additional time slot	0.40
TA	Serving as a teaching assistant, not a lecturer	0.50

Pay rates for part-time faculty will be prorated as indicated in the following chart:

Type	Description	Factor
Standard	Rate to be drawn directly from the pay rate table	1.0
New course	New course, no existing curriculum	1.75
Significant revision	Existing Course, Previously taught, with substantial curriculum or evaluation changes.	1.25
Repeat course	A repeated section of the same course during the same term with the same cohort.	0.80

The remainder of a faculty member's time is consumed in a variety of professional activities advancing student learning, the college, the profession and the faculty member's professional development. Generally, these specific duties are neither formally assigned nor recorded.

If a full-time faculty member is assigned (and accepts) a total workload in which the workload assignment is less than 90% of the standard scheduled contact, or over 105% of the standard scheduled contact the individual will be compensated on a prorated basis.

In lieu of scheduled student contact hours, faculty may receive credit for special or research projects as reasonably assigned by the College.

12.02 The workload for Residents will be documented on a Resident Annual Assignment Plan, and the plan will be distributed and reviewed with the Residents annually.

### **ARTICLE 13 - VACATIONS WITH PAY**

13.01 The vacation year is from August 1 to the following July 31. Active employees who have not completed one (1) fiscal year of continuous employment will have their vacation entitlement prorated to reflect the time they have worked.

13.02 Full-time employees will accumulate vacation as follows:

15 working days per year or 1.25 days per month Start to 5 years

20 working days per year or 1.67 days per month 5 to 10 years

25 working days per year or 2.09 days per month 10 years +

13.03 Part-time Employees with less than five (5) years' service will receive 4% vacation pay on their earnings, to be paid each pay period for which they are receiving compensation. Part-time Employees with less than five (5) years' service shall also receive two (2) weeks of unpaid vacation time per fiscal year. Part-time Employees with five (5) years' service or more will receive 6% vacation pay on their earnings, to be paid each pay period for which they are receiving compensation. Part-time Employees with five (5) years' service or more shall also receive three (3) weeks of unpaid vacation time per fiscal year.

13.04 In the event that the College's operations may be affected by scheduled vacations, the Manager/Supervisor may limit the number of employees who can take vacation at the same time. In such cases, the Manager/Supervisor, at their discretion, will approve vacations based on the operational needs of the College.

13.05 Vacation absences are only permitted with prior written approval of the employee's supervisor.

13.06 Without specific authorization to the contrary, all vacation must be taken within the fiscal year. Employees requesting to take their vacation days after the fiscal year end must receive prior written approval from their immediate Manager/Supervisor and from the Executive Director, Human Resources.

13.07 If an employee becomes ill or is injured after commencing vacation, the period of illness or injury is considered as part of the scheduled vacation and no adjustment or extension of vacation time will be made.

13.08 An employee who ceases employment, for any reason, will receive vacation pay for vacation time accrued to the date of termination, but not yet taken, on their final pay. If an employee exhausts their full vacation entitlement prior to the end of the fiscal year their vacation pay will be prorated and their final pay reduced to reimburse CCNM for the overpayment.

#### **ARTICLE 14 - PUBLIC HOLIDAYS**

14.01 CCNM closes the College for business on the following statutory holidays:

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

14.02 "Full Time Statutory Holiday Pay" is the pay equivalent to the employee's regular daily income.



14.03 “Part Time Employee Statutory Holiday Pay” shall be calculated in the manner prescribed by the Employment Standards Act, 2000 (Ontario) or any successor legislation, as amended from time to time.

14.04 The College is closed between Christmas Day and New Year’s Day. Full-time employees who have been employed for a minimum of three months will be granted the holiday period of December 25 to January 1 without a reduction in salary. New full-time employees with a start-date later than September 30<sup>th</sup> are still entitled to the time off, however they will only receive the statutory holiday pay they are entitled to under the Employment Standards Act (Christmas, Boxing, and New Year’s Days).

## **ARTICLE 15 – SENIORITY**

15.01 For full-time employees, seniority as referred to in this Agreement shall mean length of continuous service in the employ of the College and shall be on a bargaining unit wide basis. For part-time employees, seniority as referred to in the Agreement shall mean length of continuous service pro-rated based on a percentage of Full-Time workload as per Article 12. For part-time employees, service will be considered continuous if the individual is employed for 96 hours or more during the academic year.

15.02 Residents who have completed their residency term and who are offered employment with the College within ninety two (92) weeks of the completion of their residency term will be credited with one quarter (1/4) of the residency term for purposes of placement on the seniority grid following the completion of their probation.

15.03 A new employee will be considered probationary for the first four (4) months after their most recent date of hire and will have no seniority rights during that period, and if their employment is terminated at any time during such probationary period such termination shall be deemed to be for just cause and shall not be subject to the Grievance Procedure and Arbitration Procedure. After a new employee has completed their four (4) months on probation they shall acquire seniority which shall date back to their most recent date of hire.

15.04 An employee shall lose all seniority rights and shall be deemed terminated in any of the following circumstances:

- (a) Resigns for any reason.
- (b) Is given a disciplinary discharge and not reinstated through the Grievance or Arbitration Procedure, or is retired or terminated.
- (c) Has been on lay-off for more than forty (40) weeks, or has not performed work for the College during any forty (40) week period or the length of the employee's seniority whichever is shorter, unless the employee has completed 96 hours or more within the academic year.
- (d) If the employee is absent from work for three (3) consecutive working-days without proper notice to the College, or if having given notice they fail to provide a reasonable bona fide explanation for their absence.
- (e) Fails to return to work upon termination of an authorized leave of absence, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

15.05 It shall be the responsibility of the employee to ensure that the College records indicate their correct address at all times. The College shall be saved harmless from any notice not received by employee when such notice has been mailed or otherwise delivered to the employee's address shown on the College records.

15.06 An employee shall accumulate seniority while they are at work for the College, after they have completed their probationary period as set out in sub-Article 15.03.

15.07 Seniority lists will be revised at least every twelve (12) months. A copy of the list will be posted on the union bulletin board and a copy mailed to the Union by August 1<sup>st</sup> of each year.

15.08 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 for the term of the transfer or secondment.

## **ARTICLE 16 - LAY-OFFS AND RECALL**

16.01 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 the College regarding the reasons and the programs effected.

16.02 Both parties recognize that job security shall increase in proportion to accrued seniority and qualifications.

16.03 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.

16.04 Unless legislation is more favourable to the employees, the College shall notify employees who are to be laid off thirty (30) calendar days prior to the effective date of the layoff.

16.05 Employees shall be recalled in the order of their seniority, providing they are qualified to perform the available work.

16.06 Employees to be recalled shall be notified by registered mail.

A laid off employee shall have one (1) week from the date in the registered mail in which to decide whether or not to accept recall. At the same time, they shall advise the College of the date of return, with such date to be no later than three (3) weeks from the date of the original recall notice.

16.07 New employees shall not be hired until laid off employees who are qualified for the available position have been given an opportunity of recall.

## **ARTICLE 17 – CLASSIFICATION APPOINTMENTS AND PROMOTIONS**

17.01 All full-time faculty are classified as one of Resident, Assistant Professor, Associate Professor, or Professor. The minimum qualifications for entry into a classification are as follows:

- (a) Resident
  - registered ND

(b) Assistant Level

- Registered ND with at least one (1) years' experience, or a relevant Master's degree and;
- Competence in all scholarship, teaching, and "service and/or leadership", as described in the Faculty Performance and Promotions Plan (FPPP)

(c) Associate Level

- Registered ND with at least six years of full-time teaching or clinical experience OR registered ND plus a Master's degree OR PhD or equivalent terminal doctorate degree and;
- Excellence in two of scholarship, teaching, and "service and/or leadership", with competence in the third, as described in the FPPP

(d) Professor Level

- Registered ND plus a Master's OR a PhD or equivalent terminal doctorate degree and;
- Outstanding contributions in scholarship and either teaching, and "service and/or leadership", with competence in the third, as described in the FPPP.

17.02 Positioning of new faculty into these classifications, and placement on the remuneration grid, is done in response to the following calculation:

Placement is to be recalculated annually and provided to the employee. Movement to subsequent steps is dependent on the classification criteria in 17.03 and 17.04.

	Item	Maximum
a)	Undergraduate education (per completed year, maximum 4 years x 1.0)	4.0
b)	Relevant graduate education (Masters 3 or PhD 9) (1)	9.0

c)	Most relevant Professional Degree or Diploma (maximum 4 years x 1.5)	6.0
d)	Professional ND registration (2)	1.5
e)	Further relevant professional degree, recognized diploma, or approved professional certification(3) from approved categories one point per year, prorated, maximum 2 years x 1.0	2.0
f)	Other professional registration (from approved categories) (4)	1.5
g)	Relevant full-time professional employment <ul style="list-style-type: none"> <li>• first five years: one point per year</li> <li>• next five years: ½ point per year</li> <li>• next ten years: ¼ point per year</li> <li>• after twenty years: 1/5 point per year of accumulated seniority credit</li> </ul>	None
h)	Approved residency training (maximum 2 years x 1.5)	3.0
	Deduction of points prior to placement on the grid: - 10.0	-10
	Classification step (a+b+c+d+e+f+g+h)-10=	

\*Notes: Classification scores are rounded to the nearest integer (e.g. no ½ steps)

- 1) Undergraduate education is credited per year completed. Post-graduate credits are only earned for completed degrees. Credits are only earned for relevant degrees from accredited institutions. Employment years and full-time study years that coincide cannot be double counted (with the exception of those who upgrade while employed at CCNM).

- 2) Active Ontario registration required for all full-time and ongoing part-time ND faculty.
- 3) Certification refers to being certified by a recognized professional body. (e.g. FABNO, DHANP, Doctor of TCM and RMT)
- 4) Registration refers to being currently registered as an active member of a regulatory health care college in Ontario. (e.g. RMT, D.C., MD, Lab Technologist)
- 5) Relevant experience is (full time experience or prorated based upon full-time) teaching, educational administration, and/or practice experience that is clearly related to the courses/subjects taught. (Part-time clinical practice experience is prorated based upon 24 hours per week averaged over a year of patient visits. Part-time teaching is prorated based upon 387 hours of lecture classroom contact per year).
- 6) The  $\frac{1}{5}$  point credit for relevant professional experience over twenty (20) years will only apply from May 25, 2017 onwards.

17.03 Eligibility for promotion is based upon a combination of years of service, level of education, and assessment of activities in the three key Areas of Accomplishment; Scholarship, Teaching and Leadership and/or Service to the Profession.

17.04 Initial placement on the classification grid, annual recalculation of placement on the classification grid and selection and eligibility for promotion are all matters within the sole discretion of the College. As such, any decisions made by the College regarding these matters are final and binding and they shall not be the proper subject of a grievance. For greater certainty, the parties have agreed that articles 6 and 7 shall not apply in the event of any dispute over the application, interpretation or administration of this article 17. Any disputes or discrepancies arising shall be reviewed and dealt with through the Labour Relations Consultation Committee.

17.05 Part-time faculty are classified as either Course Coordinator, Clinic Supervisor, IV Supervisor, MLT, Teaching Assistant or Instructor.

## **ARTICLE 18 - NEW JOB CLASSIFICATION**

18.01 When a new job classification, which is covered by the terms of this Agreement is established by the College or when an existing job classification is substantially altered so that it is tantamount to a new job classification, the College shall determine the rate-of-pay for such new classification and notify the Union of the same.

18.02 If the Union challenges the rate it shall have the right to request a meeting with the College to negotiate a mutually satisfactory rate.

18.03 The request noted in 18.02 shall be made within ten (10) working days after receipt of notice from the College of such new job classification and rate.

18.04 If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in this Agreement if submitted within fifteen (15) working days of the meeting.

18.05 The decision of the Sole Arbitrator shall be based only on the relationship established by comparison of the new job with other existing classifications at the College having regard to the requirements and duties of such job classifications.

## **ARTICLE 19 – HEALTH AND SAFETY**

19.01 The College and the Union agree to co-operate in the promotion of safety and health of employees during working hours. The College shall continue to maintain provisions for the safety and health of its employees at the College during the hours of their employment.

19.02 The College shall recognize a Joint Health and Safety Committee which shall be subject to and governed by the provisions of the *Occupational Health and Safety Act* and its Regulations, as amended or any successor thereto.

## **ARTICLE 20 – LEAVES**

### **Sick Leave**

20.01 Full time employees who have completed their probationary period shall be entitled to a period of paid absence of up to seven (7) days per year, for illness or accident.

20.02 For illnesses over three days, employees are required to provide a doctor's note, however the College reserves the right to request a medical certificate at any time for any absence due to illness.

### Bereavement Leave

20.03 Bereavement Leave: In the event of the death of an immediate family member, (spouse or same-sex partner, parent, step-parent or foster parent, of the employee or the spouse, child, step child or foster child, grandparent, spouse or same sex partner of a child of the employee, brother or sister) the employee is entitled to take up to three (3) days of bereavement leave with pay.

20.04 In the event of the death of a relative classified as "other", (aunt, uncle, niece, nephew, cousin of the employee or the employee's spouse) an employee shall be granted one (1) day of bereavement leave with pay.

20.05 In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave.

### Jury Duty

20.06 If an employee is required to attend jury selection or serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the College, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the College immediately on the employee's notification that they will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the College the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.



Leaves of Absence for Union Functions

20.07 The College will recognize a Union Bargaining Committee of up to five members of the bargaining unit. These members will be given time off during regular working hours without loss of earnings while attending bargaining meetings.

20.08 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.

20.09 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 Dean for a leave of absence without loss in pay. The Union will reimburse the College for all compensation made to the employee during the period of absence.

Pregnancy, Adoption & Parental Leave

20.10 Pregnancy and Parental leave entitlements shall be determined and administered in the manner prescribed by the *Employment Standards Act, 2000* (Ontario) or any successor legislation, as amended from time to time.

Special Leaves

20.11 Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

<u>Reason</u>	<u>Leave of Absence</u>
Moving employee's household	Maximum of one (1) day per year
Formal hearing to become a Canadian Citizen	One (1) day

20.12 Full-time employees with more than five (5) years of continuous service may be eligible for a sabbatical leave in accordance with the College's current policy on sabbatical leaves. During an approved sabbatical leave, seniority and service credits will be maintained, but shall not accumulate, for the period of the leave.

### 20.13 Leave of Absence Without Pay

- (a) An employee's supervisor and Dean may approve a leave of absence without pay up to a maximum of twelve (12) 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. The College's operating requirements shall be the major consideration in granting/rejecting such leave, which shall not be unreasonable 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. In all cases, however, the employee's date of return shall coincide with the commencement of an academic term.
- (d) During the period of this leave, the employee may elect to continue their current level of benefits coverage by providing to the Executive Director 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.

### Earned Vacation and Sick Leave on Death

20.14 If an employee who has been granted more vacation or sick leave with pay than they have earned dies, the employee is considered to have earned the amount of leave with pay granted.

### **ARTICLE 21 - BULLETIN BOARDS**

21.01 The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### **ARTICLE 22 - PAYMENT OF WAGES**

22.01 All earnings for all full-time employees shall be paid semi-monthly as per present practice for full-time employees.

22.02 All earnings for part time employees shall be paid on the 15<sup>th</sup> and 30<sup>th</sup> of the month following as per present practice for part-time employees.

**ARTICLE 23 – RRSP AND BENEFITS**

23.01 Upon the completion of two years full-time employment, full-time employees may enroll in the voluntary College Group RRSP Plan.

23.02 The College will match the employee’s contribution up to a maximums indicated in the following chart:

Assistant Professor MLT	2%
Associate Professor	3%
Professor	5%

23.03 Following three (3) months of completed service, the College will pay the premiums required to maintain Group Insurance and Health Benefits coverage (as established by the College from time to time) for all full-time employees who otherwise meet the insurer’s eligibility requirements for coverage.

**ARTICLE 24 – ACADEMIC FREEDOM**

24.01 The College acknowledges that the enrichment of the intellectual experience is dependent upon the existence of a free and open academic community. Faculty members are entitled to freedom in research and in the publication of results, subject to the review of the College’s ethics review board, with respect to the conduct of research, and the adequate performance of their other academic duties. They are also entitled to freedom in lecturing or conducting demonstrations in their subject or field of competence. They are entitled, as any other member of the community in which they live, to establish membership in voluntary groups, to seek or hold public office, to express their opinions as individuals on public questions and to take lawful action in accordance with their views.

It is expected that faculty members will be cognizant of their responsibilities to their profession and to this institution. They must attempt to be accurate, to exercise sound judgment and respect the rights of others to express opinions. They have an obligation, when appropriate, to make clear that their actions, statements and memberships do not necessarily represent the views of the institution. Faculty must reflect the principles of academic freedom and integrity, as outlined in the College's policy on Academic Freedom and Integrity, in their interactions with students, guest speakers, and external organization.

### **ARTICLE 25 – INTELLECTUAL PROPERTY**

25.01 The College, the Union and the employees all understand the critical importance of defining their respective rights in the development, use, control and ownership of work product, inventions and other intellectual property. As a result, the parties agree that the employees of the College shall abide by and be bound to the College's policy statement on Intellectual Property, as amended from time to time.

### **ARTICLE 26 – TECHNOLOGICAL CHANGE**

26.01 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.

26.02 When the College is considering the introduction of technological change, the College 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.

26.03 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.

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

**ARTICLE 27 - COPIES OF AGREEMENT**

27.01 Following ratification, the College will post a copy of the signed collective agreement in the Faculty section of the College’s electronic Learning Management System. Employees who wish to receive hard copies of the collective agreement will indicate so to the Union within one (1) month of ratification and the Union will arrange to have sufficient copies, in booklet format, prepared to meet such requests. The costs of printing will be shared equally between the College and the Union.

**ARTICLE 28 – TERMINATION OF AGREEMENT**

28.01 Term of Agreement: - This Agreement shall be effective as of the date of ratification, and shall remain in full force and effect until the **May 24<sup>th</sup>, 2023** and from year-to-year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than ninety (90) and no less than thirty (30) days before the date of its termination.

**IN WITNESS WHEREOF** each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this      day of                      , 2020.

FOR THE COLLEGE

FOR THE UNION

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**SCHEDULE "A"**

**CLASSIFICATIONS, WAGE STRUCTURE AND WELFARE**

<b>Full-time Faculty Salary Rates</b>					
	<b>PAY BAND</b>	<b>SALARIED RATE</b>			
		<b>CURRENT</b>	<b>25-May-20</b>	<b>25-May-21</b>	<b>25-May-22</b>
<b>Resident</b>	<b>Y1</b>	\$40,027.84	\$40,828.40	\$41,644.97	\$42,269.64
	<b>Y2</b>	\$44,008.93	\$44,889.11	\$45,786.89	\$46,473.70
<b>Assistant Professor &amp; Attending Clinic Supervisor I</b>	<b>3</b>	\$61,879.79	\$63,117.39	\$64,379.74	\$65,345.43
	<b>4</b>	\$64,367.15	\$65,654.49	\$66,967.58	\$67,972.09
	<b>5</b>	\$66,978.63	\$68,318.20	\$69,684.57	\$70,729.84
	<b>6</b>	\$69,720.05	\$71,114.45	\$72,536.74	\$73,624.79
	<b>7</b>	\$72,598.39	\$74,050.35	\$75,531.36	\$76,664.33
<b>Associate Professor Attending Clinic Supervisor II</b>	<b>8</b>	\$75,622.88	\$77,135.34	\$78,678.05	\$79,858.22
	<b>9</b>	\$78,161.27	\$79,724.49	\$81,318.98	\$82,538.77
	<b>10</b>	\$80,801.75	\$82,417.78	\$84,066.14	\$85,327.13
	<b>11</b>	\$83,547.81	\$85,218.77	\$86,923.14	\$88,226.99
	<b>12</b>	\$86,404.10	\$88,132.18	\$89,894.82	\$91,243.24
	<b>13</b>	\$89,375.22	\$91,162.73	\$92,985.98	\$94,380.77
<b>Professor &amp; Attending Clinic Supervisor III</b>	<b>14</b>	\$92,464.70	\$94,313.99	\$96,200.27	\$97,643.28
	<b>15</b>	\$95,678.29	\$97,591.86	\$99,543.69	\$101,036.85
	<b>16</b>	\$99,020.66	\$101,001.07	\$103,021.10	\$104,566.41
<b>Medical Laboratory Technologist Lead</b>	<b>1</b>	\$48,357.86	\$49,325.02	\$50,311.52	\$51,066.19
	<b>2</b>	\$53,248.30	\$54,313.26	\$55,399.53	\$56,230.52
	<b>3</b>	\$57,995.94	\$59,155.86	\$60,338.98	\$61,244.06

**Part-time Faculty Rates: Clinic**

	PAY BAND	CURRENT		25-May-20		25-May-21		25-May-22	
		Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate
<b>Clinic Supervisor</b>	3	\$53.06	\$344.89	\$54.12	\$351.79	\$55.20	\$358.83	\$56.03	\$364.21
	4								
	5	\$58.37	\$379.38	\$59.53	\$386.97	\$60.72	\$394.71	\$61.64	\$400.63
	6								
	7	\$63.67	\$413.87	\$64.95	\$422.15	\$66.24	\$430.59	\$67.24	\$437.05
	8	\$66.86	\$434.56	\$68.19	\$443.26	\$69.56	\$452.12	\$70.60	\$458.90
	9								
	10	\$70.04	\$455.26	\$71.44	\$464.36	\$72.87	\$473.65	\$73.96	\$480.76
	11								
	12	\$73.22	\$475.95	\$74.69	\$485.47	\$76.18	\$495.18	\$77.32	\$502.61
	13								
	14	\$77.47	\$503.54	\$79.02	\$513.61	\$80.60	\$523.89	\$81.81	\$531.74
15									
16									
<b>IV Supervisor and Support</b>	1	DAILY RATE							
		CURRENT	25-May-20	25-May, 2021	25-May, 2022				
	2	\$53.06	\$54.12	\$55.20	\$56.03				
	1	\$58.37	\$59.54	\$60.73	\$61.64				
<b>MLT Part time</b>	1	\$26.53	\$27.06	\$27.60	\$28.02				

<b>Part-time Faculty Rates: Academic</b>					
	<b>PAY BAND</b>	<b>CURRENT</b>	<b>25-May-20</b>	<b>25-May-21</b>	<b>25-May-22</b>
		<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>
<b>Teaching Assistant</b>	<b>1</b>	\$63.67	\$64.95	\$66.24	\$67.24
<b>Instructor/Coordinator</b>	<b>3</b>	\$75.39	\$76.90	\$78.43	\$79.61
	<b>4</b>	\$79.14	\$80.73	\$82.34	\$83.58
	<b>5</b>	\$83.10	\$84.77	\$86.46	\$87.76
	<b>6</b>	\$87.26	\$89.01	\$90.79	\$92.15
	<b>7</b>	\$91.61	\$93.45	\$95.32	\$96.75
	<b>8</b>	\$96.21	\$98.13	\$100.10	\$101.60
	<b>9</b>	\$100.06	\$102.06	\$104.10	\$105.67
	<b>10</b>	\$104.05	\$106.13	\$108.26	\$109.88
	<b>11</b>	\$108.22	\$110.39	\$112.59	\$114.28
	<b>12</b>	\$112.54	\$114.79	\$117.09	\$118.84
	<b>13</b>	\$117.05	\$119.39	\$121.78	\$123.61
	<b>14</b>	\$121.72	\$124.15	\$126.64	\$128.54
	<b>15</b>	\$126.59	\$129.12	\$131.71	\$133.68
<b>16</b>	\$131.66	\$134.30	\$136.98	\$139.04	
<b>Repeat Course Coordination for an Additional Time Slot Base Rate</b>	<b>1</b>	<b>80</b>	\$81.60	\$83.23	\$84.48
* When part-time faculty are hired to perform marking, administrative work and invigilation, they will be paid at 60% of the applicable rate.					



**LETTER OF UNDERSTANDING**

Between

The Canadian College of Naturopathic Medicine (the “College”)

And

Canadian Union of Public Employees

And its Local 5266 (the “Union”)

**RE: PRESERVATION OF CURRENT PAY PRACTICES**

This will confirm the agreement of the parties in bargaining that, for the life of the collective agreement, the College will maintain its current pay practices related to additional non-teaching hours including, but not limited to, attendance at meetings, marking tests and exams, curriculum development, course coordination, advising and remediation, and continuing education programs.

Members will be paid in full for any shift that has been assigned and is subsequently cancelled in order to attend a meeting or event called by CCNM.

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representative this \_\_\_ day of \_\_\_\_\_, 2020.

FOR THE COLLEGE

FOR THE UNION

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**LETTER OF UNDERSTANDING**

Between

The Canadian College of Naturopathic Medicine (the

"College") And

Canadian Union of Public Employees and its Local 5266 (the  
"Union")

**RE: CONTINUATION OF EXISTING ALLOWANCES**

This will confirm the agreement of the parties in bargaining regarding the continuation, for the life of the collective agreement, of all other existing benefits, allowances and reimbursements not specifically addressed in the collective agreement (e.g. CMLTO, CONO fees and Professional Development reimbursement), which will continue to be provided in accordance with the College's existing policies, procedures and practices.

Approved Professional Development expense claims with supporting receipts will be submitted to Human Resources. If approved Professional Development expense claims are not reimbursed to the claiming employee within forty (40) calendar days of submission, the College will add the sum of fifty dollars (\$50.00) to the amount paid to the claiming employee.

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representative this \_\_day of \_\_\_\_\_, 2020.

FOR THE COLLEGE

FOR THE UNION

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**LETTER OF UNDERSTANDING**

Between

The Canadian College of Naturopathic Medicine (the  
"College")

And

Canadian Union of Public Employees and its Local 5266 (the  
"Union")

**RE: CLINIC WORKLOAD ASSESSMENT**

During bargaining the parties agreed to the creation of a joint Clinic Shift Workload Committee ("CSWC").

The CSWC shall be comprised of six (6) members (RSNC, BTNC, and one (1) satellite clinic representative, including at least one (1) full-time employee) with equal representation from the College and the Union. The purpose of the CSWC is to provide a structured and transparent forum for examining workload concerns of Clinic Supervisors by:

- i.) genuinely consulting about workload matters;
- ii.) advising on the workload assignment process; and
- iii.) facilitating the resolution of workload disputes should they arise.

The CSWC shall meet once per academic term, or more frequently as requested by either party, and the meeting length shall not exceed two (2) hours. Chairing of the meetings and the taking of Minutes shall rotate between the College and the Union representatives.

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representative this            day of            , 2020.

FOR THE COLLEGE

FOR THE UNION

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**LETTER OF UNDERSTANDING**

Between

The Canadian College of Naturopathic Medicine (the

"College") And

Canadian Union of Public Employees and its Local 5266 (the  
"Union")

**RE: COVID-19 RELIEF FOR PART-TIME FACULTY**

In recognition of the additional risks of sickness for part-time faculty resulting from the COVID- 19 pandemic the College has agreed as follows:

1. For one (1) year from the date of ratification part-time faculty may receive one-half (1/2) their normal pay for one (1) missed assigned activity for which they are absent due to sickness/illness.
2. This Letter of Understanding will automatically expire one (1) year from the date of ratification unless the parties mutually agree in writing to extend its operation for a further one (1) year term or terms.

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representative this \_\_day of \_\_\_\_\_, 2020.

FOR THE COLLEGE

FOR THE UNION

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**LETTER OF UNDERSTANDING**

Between

The Canadian College of Naturopathic Medicine (the "College")

And

Canadian Union of Public Employees and its Local 5266 (the "Union")

**RE: BOUCHER MERGER**

In light of the recently announced intent to merge between the College and the Boucher Institute of Naturopathic Medicine in British Columbia the College and the Union met to discuss any potential implications of the merger for bargaining unit members. In the course of this meeting, the parties agreed to enter into this Letter of Understanding confirming that, for the life of the Collective Agreement, the merger will not negatively impact the normal distribution of bargaining unit work.

In the event that the Union is concerned that there has been any negative impact on the normal distribution of bargaining unit work as a result of the merger, the issue(s) will first be discussed between the Executive Director of Human Resources and the Union Local President. If the issues(s) is not satisfactorily resolved following this meeting, then it may be referred to the Labour Relations Consultation Committee for further discussion towards a resolution.

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2020.

FOR THE EMPLOYER

FOR THE UNION

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