

**CUPE 3913 (UNIT 2) MEMORANDUM OF SETTLEMENT  
SEPTEMBER 1, 2016 to AUGUST 31, 2019**

Memorandum of Settlement (this “Settlement”)  
between  
University of Guelph (the “University”)  
and  
The Canadian Union of Public Employees & Its Local 3913 (the “Union”)  
UNIT 2  
Together (the “Parties”)

Re: Renewal Agreement

1. The Parties agree to the terms of this Settlement as constituting a full and final settlement of all matters in dispute with respect to the Parties on this matter.
2. The University and the Union negotiating teams have tentatively agreed to the Articles, Appendices, Schedules, Letters and Memorandums, attached hereto, (the “Renewal Agreement”).
3. The Parties agree that each will recommend to its respective principals the ratification of the Renewal Agreement and the complete acceptance of the terms of this Settlement.
4. The Parties agree that unless stipulated otherwise all terms and conditions of the Renewal Agreement are deemed retroactive to September 1, 2016.
5. The Parties agree to make all necessary housekeeping amendments to the Renewal Agreement in order to give effect to the overall intentions of the Parties.
6. The Parties warrant that each of the signatories of this Agreement is authorized to bind its respective Party.

For the University:

Tracey Jandrisits  
Andrew Bailey  
Daniel Draper  
Heidi Huisman  
Tammy Oakley  
John Walsh

For the Union:

Ashley Wilson

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Common Language

As part of the editing process for the renewal collective agreement, the Parties agree to incorporate the editorial language changes outlined in the agreement between the Parties on August XX, 2017.

- 1.03 ~~Where a noun, pronoun, or adjective indicating gender or sex is used, the other gender or sex including two spirited, intersexed, transgendered and transsexual persons shall be deemed to be included.~~ The pronouns “they” and “them” are used in the singular or the plural with the intention of creating neutrality around gendered constructs.
- 1.04 INSERT as new (a): ‘Chair/Director’ means the management representative to whom the Member reports (Chair/Director at the Guelph campus, Program Head at the Guelph-Humber campus);
- ~~(d)~~ (e) ‘Department’ means Academic Department, School, or Interdepartmental Program at the University of Guelph and Program at the University of Guelph-Humber;

EDITORIAL: Following ratification of this memorandum of settlement but prior to the publication of the revised text, the Parties will revise the language of the Collective Agreement to be gender neutral. Where such revision requires a substantive change (e.g.: more than changing he/she to they), the text shall be referred to the Labour Management Committee.

INSERT: ‘University of Guelph-Humber’ in each instance where the Collective Agreement refers to a college.

4.01

- (a) The University shall notify the Labour/Management Committee of any planned significant decreases in the number of Bargaining Unit appointments and/or reduction in the total hours allotted to Bargaining Unit appointments and/or planned significant changes in the distribution of the Bargaining Unit appointments within a college or across Departments at least thirty (30) days prior to finalization of any decision. At the time of providing such notice the University shall provide information that the University deems relevant. Upon receipt of such notice, the Labour/Management Committee shall convene a meeting, during the thirty (30) day period, with appropriate representatives of University Administration, to provide the Union the opportunity to provide input and/or make a presentation on the issue. It is understood that the purpose of this meeting is to discuss the implications for bargaining unit members and options to minimize negative impacts for Employees. Following consideration of this presentation the University will finalize a decision and inform the Union.

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- (b) The University recognizes the right of the Union to appoint two (2) Assistant Chief Stewards to represent each College. It is agreed that any Assistant Chief Steward must currently be an employee or have been an employee, in that College, in the twelve (12) months prior to her appointment as Assistant Chief Steward. An Assistant Chief Steward shall continue to be recognized until further written notice from the Union indicating otherwise.
- (c) The University recognizes the right of the Union to appoint one (1) Chief Steward to represent employees. It is agreed that the Chief Steward must currently be an employee or have been an employee in the twelve (12) months prior to her appointment as Chief Steward. The Chief Steward shall continue to be recognized until further written notice from the Union indicating otherwise. The University recognizes the right of the Local Chairperson and/or Union designate to act in the absence or unavailability of the Chief Steward.

4.04

- ~~(a) The University shall notify the Labour/Management Committee of any planned significant decreases in the number of bargaining unit appointments and/or reduction in the total hours allotted to Bargaining Unit appointments within a college or across Departments at least thirty (30) days prior to finalization of any decision. At the time of providing such notice the University shall provide information that the University deems relevant. Upon receipt of such notice, the Labour/Management Committee shall convene a meeting, during the thirty (30) day period, with appropriate representatives of University Administration to provide the Union the opportunity to provide input and/or make a presentation on the issue. It is understood that the purpose of this meeting is to discuss the implications for bargaining unit members and options to minimize negative impacts. Following consideration of this presentation the University will finalize a decision and inform the union.~~
- (a) Each Party agrees to meet to discuss any matters pertaining to the Union or to this Agreement only with those persons properly authorized to represent the other Party.
- (b) The Union shall provide a list of all representatives in accordance with the provisions of this Agreement and shall continue to update the University with any changes to that list.
- (c) The University shall provide the Union with a list of those persons and/or positions properly designated to discuss matters concerning the Union or this Agreement and shall continue to update the Union with any changes to that list.

- 4.06 The Union agrees that there will be no solicitation on behalf of the Union on University premises or at the University of Guelph-Humber by an employee during her scheduled working hours as a member of the Bargaining Unit, except as provided in this Agreement or otherwise in writing.

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4.07 ~~Immediately following the first pay period of each semester, the University shall provide the Union with a full and complete electronic mail list of Bargaining Unit members. This list will be updated immediately following the second pay period of each semester.~~

5 Rename Article to Discrimination and Harassment

5.01

(a) The University and the Union agree that there shall be no discrimination, interference, restriction, coercion, harassment or intimidation exercised or practised with respect to employees in any matter concerning the application of the provisions of this Agreement by reason of age, race, indigeneity, creed, colour, ancestry, place of origin, ethnic origin, citizenship, language, religious belief, political affiliation or activity, sex (includes pregnancy), gender identity or expression (including transgender), sexual orientation, personal characteristics, experience of domestic or sexual violence, marital status, family status, same-sex partner status, socio-economic status, class background, mental illness, addiction as articulated in Ontario Human Rights law, record of offences (except where it relates to a bona fide qualification because of the nature of employment), disability (as defined by the Ontario Human Rights Code), academic school of thought (subject to Article 21, the instructions of ~~her~~their supervisor, and the University's right to determine course content), nor by reason of the employee's non-membership, membership or activity in the Union, nor by an employee's exercise or non-exercise of any provision or right under this Agreement. No employee who is or has been a Bargaining Unit member shall suffer reprisal for exercising or having exercised any provision or right under this Collective Agreement. Should the Ontario Human Rights Code change, the Parties agree to meet to discuss the changes and the impact upon the work of employees.

(b) The University agrees that its policy on HIV/AIDS shall form part of this Agreement (see Appendix A).

5.02 The University agrees that it shall maintain and promote a work environment in which employees remain free from harassment, intimidation and any threats, explicit or implied that are designed, or might reasonably be understood, to dissuade an employee from exercising her rights as provided for in this Agreement. Personal conduct or ~~behavior~~ behaviour also constitutes harassment, whether or not it is based on Code prohibited grounds, when it creates an intimidating, demeaning or hostile working environment.

6.01

(a) The University shall, during the term of this Agreement, deduct from the wages (if any for Bargaining Unit work) of all employees, an amount equal to the monthly membership dues and assessments as certified to the University by the President ~~Chairperson~~ of the Union.

(b) The University shall remit the amount deducted to the President or designate of the

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~~Financial Officer of the Union Local~~ immediately following the pay period in which deductions were made and at the same time forward a list of names, Departments and job titles of the employees from whom the deductions were made.

- (c) ~~Upon request, the University shall provide the Union with up to five (5) sets of mailing labels each semester. Additional sets of labels beyond five (5) shall be provided at one-half the cost of providing the labels. The labels shall include the names and Departmental addresses of employees.~~

6.02 The Union shall indemnify and save the University harmless from any and all claims, lawsuits, ~~judgements~~, judgments, attachments, and from any form of liability arising from or as a result of the deduction or non-deduction of such dues. In circumstances where it is determined that an individual should have been in the Bargaining Unit and therefore paying dues and where such individual is no longer an employee as defined in 1.04 (a), the University shall reimburse the Union for the full amount of such arrears to a maximum of four (4) semesters of dues and the individual's seniority shall be adjusted accordingly.

6.03

- (c) Prior to printing of the new Agreement, the Parties shall meet to mutually determine the total number of copies required and the number of copies required by each Party. The copies and one (1) electronic copy containing the text of the new Agreement shall be forwarded to the Union. An employee may request a printed copy of the collective agreement and it shall be supplied within one (1) week of the request. ~~The parties will discuss this at the Labour/Management Committee each May in order to ascertain the number of sufficient hardcopies for distribution for the coming academic year.~~

6.04

The University shall provide the Union with reasonable bulletin board space for official Union notices ~~in all Colleges and Departments~~ and, a Central Login account on the University's email system for the purpose of communicating information to the University or to Bargaining Unit members, or for receiving information from the University. The Union agrees to abide by the University's policies with respect to acceptable use of computing resources.

6.05

The University will ensure that office space can be retained at the University's main campus and will assist the Union in retaining office space at the University of Guelph-Humber campus, at standard cost in order to facilitate the orderly administration of this Agreement. The Union is liable for all and any expense with respect to office space, telephone, and any other such services.

The Union acknowledges that it is not the Employer's responsibility to make any agreements regarding the leases that the Union holds with its landlord and that the Employer is not obligated to interfere in the agreements between the Union and its landlord.

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6.08

The University shall provide the Union with at least twenty (20) minutes to make an orientation presentation at any official Sessional Lecturer orientation sessions.

8.01

(b) Nothing herein shall be deemed to preclude a supervisor, Chair, Director, Dean or senior University ~~Executive Administrator~~ from meeting with the Union, ~~subject to consultation with FASR, and provided no agreements are~~ any resolution reached is that are not inconsistent with the provisions of this Agreement. Further, any resolution arising from such a meeting shall be considered as without precedent or prejudice without the written approval of the Union and the Assistant Vice President (Faculty and Academic Staff Relations) or designate.

(o) In the interest of dealing as expeditiously as possible with a case of an employee who grieves on the basis of 'unfair hiring,' FASR ~~shall~~ may upon request by the Union provide, in confidence, the Union with the documentation upon which the Department based its decision not to hire that particular employee. FASR will not unreasonably deny the Union's request. This documentation shall include but will not be limited to application packages and hiring rubrics. If warranted, the grievance shall then proceed to the Formal Stage as per 8.03.

9.01

(d) The timelines indicated in this article may be extended by mutual agreement of the University and the Union;

(e) The investigation, in and of itself, is not considered to constitute discipline.

(f) All investigations will be conducted as expeditiously as possible;

(g) The University, the Union, and Members shall maintain the confidentiality of the fact and substance of procedures under this article including the investigative process, its findings, and its outcome. Information will only be disclosed to those with a demonstrable need to know. Those in receipt of information pertaining to the procedures under this article are bound to hold such information in confidence. The University may disclose information where it has grounds to believe that confidentiality may put a person at risk of significant harm or if the University is legally required to disclose.

(h) In a case of alleged harassment or human rights violations, the process can be interrupted if the complainant and the respondent agree to mediation. The process will continue if mediation fails.

9.05

(a) It is understood that no disciplinary action will be taken prior to the University investigating the circumstances leading to the decision to take such disciplinary action.

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~~The University will inform the Union, when circumstances permit and in confidence, of the nature and scope of an investigation which the University believes may lead to disciplinary action against an employee.~~

(ii) The University may withhold information from an employee, decide not to notify the employee, or delay notifying the employee if there are grounds to believe there is a risk of significant harm to another person or to University property or that the investigation may otherwise be jeopardized. In these situations, the Union will be notified in confidence of the circumstances and substance of the allegations.

(iii) As soon as is practicable after an allegation has been made, the University shall inform the employee of the nature of the allegation that has been made and their right to seek assistance from the Union at all meetings involved in the investigation and disciplinary process.

(iv) Within 10 days of informing the employee of the allegation, the University will initiate an investigation. When such investigation requires meeting with the employee, the employee shall be entitled to be represented at such meeting by a Union designate. The employee shall be reminded, with reasonable notice, by the University of this entitlement prior to the meeting.

(iv) The University shall notify the employee of the tentative results of the investigation within ten (10) days of the results being known. Such notification shall inform the employee that discipline will not be imposed and that the investigation is closed or that the University believes discipline is warranted.

(a) The University may invite the employee to attend a meeting before the investigation is closed, and before any discipline is imposed, to allow the employee to respond and will be reminded of their right to be represented by a Union representative;

(b) The employee may respond in person or through a Union representative. Should the employee fail to respond to the invitation within five (5) days or fail to attend a meeting on the matter, without reasonable excuse, the University may proceed with discipline.

~~When such investigation requires meeting with the employee, the employee shall be entitled to be represented at such meeting by a Union designate. The employee shall be reminded, with reasonable notice, by the University, of this entitlement prior to the meeting.~~

(b) When an employee is to be disciplined (i.e. verbal warning, written warning, suspension or discharge), such discipline shall be imposed at a meeting specifically convened for this purpose. The employee shall be entitled to be represented at such meeting by a Union designate. The employee shall be reminded, with reasonable notice, by the University, of this

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entitlement prior to the meeting. The Union's copy of any written disciplinary action shall be provided to the Union at the meeting. If, after proper notification, the employee refuses, in writing, the right to Union representation (and the Union is therefore not present at the meeting), a copy of both the letter and the written refusal shall be provided to the Union prior to such meeting (where possible based on the timing of notification by the employee).

9.08

With respect to consideration of information for decision making, hiring decisions are made in accordance with ~~11.03~~ 11.06 and disciplinary decisions are made in accordance with 9.01.

9.09

~~Only written employment related records, included in an employee's Human Resources File may be used for disciplinary purposes. Disciplinary records shall be kept in a sealed folder retained in confidence in a sealed envelope in the Human Resources File and may only be considered when relevant to an employment-related decision. not to be opened unless discipline is being imposed.~~

10.03

(a) The University agrees that the Chair/Director (or designate) of the employee's Department or Program shall meet with the employee to discuss the assigned requirements, normally at least fifteen (15) days prior to the commencement of her semester in which the course is to be taught. The Chair/Director (or designate) shall inform the employee, in advance of the meeting, of her right to be accompanied by a representative of the Union if she wishes.

10.05 ~~Employees will be required to use their University of Guelph or University of Guelph Humber email address in the carrying out of their responsibilities assigned as part of a work assignment. Employees may be required to provide students with their University of Guelph or University of Guelph Humber email address and/or University provided office/Department phone number (if applicable). Employees will not be required to provide personal email address(es) or personal phone number(s) to students in the carrying out of their responsibilities assigned as part of a work assignment. The may only be required to provide only their '@uoguelph.ca' or University of Guelph or University of Guelph Humber email address and University provided office/Department phone number (if applicable) to students.~~

11.01

Posting Procedure

(a) Except as otherwise provided, all ~~positions~~ work assignments shall be posted as they arise and shall be posted using the standard posting format (~~see Appendix C~~).



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(b) In order to provide consistency, where applicable, aAll postings shall include the following:

1. Department and number;
2. the Bargaining Unit to which the posting applies;
3. the semester(s) to which the posting applies;
4. type of position work assignment (i.e. Sessional Lecturer) and level of appointment (i.e. 1.0 or, in exceptional circumstances, prorated);
5. ~~the course name and number~~; Course information, including the course name and number, number of sections, class times and projected class enrolment;
6. the start and termination dates for the appointment work assignment(s);
7. ~~the level of appointment (i.e. full, or portion of)~~;
8. ~~the number of sections and class times (if available)~~;
9. ~~projected class enrolment (where relevant)~~;
10. anticipated duties and responsibilities for the work assignment(s), including, as applicable: Orientation/Training; Office Hours; Preparation; Student Consultation; Lecturing; Email Correspondence/Monitoring; Conducting Labs/Seminars; TA Coordination Meetings; Invigilating Exams; Supervising Field Trips; Grading; and Other Duties as specified;
11. required and preferred qualifications (academic and/or professional);
12. wages; rate per hour & total;
13. application deadline;
14. hiring contact information, including a posting email address;
15. the status of the posting;
16. indication of whether the work assignment carries a possible Right of First Refusal as per Appendix I (meaning a Sessional Lecturer has taught the course in any of the previous five (5) semesters);
17. any applicable equity provisions; and

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18. the current University of Guelph's employment equity statement, which may be amended from time to time through discussion with stakeholder groups through the Employment Equity Committee; and

19. Statement that recognizes terms and conditions of the work assignment are covered by the Collective Agreement between the University and CUPE Local 3913, Unit 2.

(c) ~~positions~~ Work assignments shall be posted by the Department electronically on the Central Job Posting Website job posting website for TAs, GSA-1s, & Sessional Lecturers, within the time frames provided for in this Article. At the time of posting the Union shall receive electronic notification.

11.02

(e) A Selection Committee must be established for all job competitions. The Selection Committee, when established, must be composed of, at minimum, three people with knowledge, experience, and expertise of which at least one shall be a designated group member (i.e., member of an equity-seeking group, which may include women, racialized people, members of the lesbian, gay, bisexual, transgender, or queer communities, aboriginal people, or persons with disabilities). The Chair of the Selection Committee must ensure that all members of the Committee have attended an orientation session with DHR at least once during each three-year cycle. The selection committee must establish a rubric for evaluating applicants' qualifications in advance of reviewing applications.

11.04

- (a) All applicants for ~~positions~~ work assignments, except those employees with Right of First Refusal per Appendix I, must apply via the online application process, providing an updated application and *Curriculum Vitae* to each of the Departments in which she seeks employment.
- (b) In order to facilitate a consistent application process, the online application system provides applicants with an opportunity to complete both a general profile and a specific application for each work assignment to which the applicant applies, including the following information:
1. Name and address;
  2. Contact information, including home phone and email;
  3. The applicant's total number of seniority points;
  4. Prior relevant experience and qualifications;
  5. Other experience or qualifications; and
  6. An attached résumé.
- (c) Online applications shall contain the employment equity statement;
- (d) A saved application will be sent to the relevant Department and a confirmation email will be sent to the applicant's email address. Applicants who do not receive the confirmation

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email must contact the Department immediately.

- (e) An applicant's submission of an application certifies that the information it contains is accurate for the purposes of allowing the University to assess suitability for employment. An applicant's submission of an application also signifies agreement that the University may use the information you submitted for the sole purpose of assessing your suitability for employment (including by contacting any references you have identified);
- (f) Online applications shall also contain a statement that these work assignments are unionized with CUPE Local 3913 and their terms and conditions of work are covered by the Collective Agreement between the University and CUPE Local 3913;

11.05

It is the responsibility of the employee candidate to demonstrate evidence of qualifications at the time of application.

11.06

Offers of Work Assignment and Appointment

- (a) The successful candidate will be provided, via email, with notification of the offer of the work assignment. This email notification will provide the successful candidate with a reasonable time frame (which must be at least three (3) days) within which to accept the offer. Except in extenuating circumstances, failure to respond accept in writing or by email to the online offer within the specified time frame will be deemed as a refusal of the work assignment.
- (b) ~~Once the candidate indicates her acceptance of the work assignment as per 11.06 (a), the University will issue, in writing (or electronically) the formal 'Letter of Appointment' (Appendix E), no later than 5 days before the first day of employment. Where applicable, the Letter of Appointment shall indicate that the appointment is as a Right of First Refusal per Appendix I. The appointee shall return the signed Letter of Appointment no later than one (1) day before the stated start date of the work assignment. A copy of each signed letter shall be forwarded to the Union (by the Department) within five (5) days of receipt of the employee's signed copy by the Department. In order to provide consistency, where applicable, all Offers of a Work Assignment shall include the following:~~
  - 1. a statement that indicates that this position is covered by an Agreement between the University of Guelph and CUPE Local 3913. The text of the current Collective Agreement is available on the Union's website (cupe3913.on.ca) and the University's website (uoguelph.ca/sessional ta);
  - 2. Department/School;
  - 3. date of the offer;
  - 4. name of employee, address, phone;
  - 5. type of appointment;
  - 6. the level of appointment (i.e., 1.0/full; Other/Pro-Rated);
  - 7. additional details with respect to the work assignment;
  - 8. course information, as applicable;

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9. supervisor;
  10. lecture days and times (as applicable);
  11. start and end dates;
  12. wages;
  13. A statement that indicates that subject to 14.11(a), there shall be no extra payment for hours worked on weekends. The Chair/Director (or designate) of your Department shall arrange to discuss with the employee the requirements of this work assignment prior to commencement of the semester. The employee may be required to complete, as part of the orientation process, online courses related to Health and Safety and Accessibility.
  14. The response to the Offer of Appointment must be made online, a copy of which will made available to the employee.
  15. An opportunity for the employee to request a printed copy of the Collective Agreement.
- 13.01 (c) ~~It is recognized by the University and CUPE Local 3913 that Formal performance evaluation is one component administering performance evaluation.~~ Chairs/Directors shall ensure that, at least once a semester, they engage employees in constructive, ongoing dialogue about aspects of the employee's performance. Such informal and ongoing dialogue shall not form part of the information provided to the ~~Tenure and Promotion Committee~~ Performance Evaluation Committee for performance evaluation purposes. Self-evaluation, if used, shall only form part of the ~~constructive, ongoing dialogue, and shall not form part of the formal process~~ if it is done in writing and the Employee is informed and agrees to have it included.
- 13.02 Performance evaluations of employees shall be conducted by the ~~Department Tenure and Promotion~~ Performance Evaluation Committee. Such committee shall consist of the Chair of the Department and at least two (2) Faculty members. At the University of Guelph-Humber, such committee shall consist of the Program Head and at least two other members who may be Faculty or Sessional Lecturer(s).
- (a) The primary purpose of evaluations is intended to be constructive and developmental in nature.
  - (b) Evaluations will provide the Employee with an overall rating of either "Satisfactory", "Improvement Required" or "Unsatisfactory".
  - (c) All performance evaluations shall be in writing and based solely on the duties associated with an employee's work assignment. Evaluations will ~~clearly~~ state whether the employee has performed satisfactorily in ~~each of~~ the duties associated with their work assignment. Where an employee is given an overall rating "Improvement Required" constructive feedback will be provided. A timeline for

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correcting the concerns will also be provided. Should the Employee fail to improve their performance within the timeline provided to the employee, the Employer may choose to initiate constructive actions and/or a disciplinary process.

(d) If an employee receives a rating of “Unsatisfactory”, a rationale will be provided.

(e) No disciplinary actions may be imposed as part of the performance evaluation process.

(h) Student evaluations will not be the sole consideration for issuing an overall rating of “Improvement Required” or “Unsatisfactory”.

13.03 Employees shall be informed of the ~~Tenure and Promotion Committee’s~~ Performance Evaluation Committee guidelines, prior to being evaluated. Evaluations are intended to be constructive and developmental in nature.

13.07

(c) Student response rate will be an important consideration in the employee evaluation process.

14.01

- Year 1: Base increase of 1.50%
- Year 2: Base increase of 1.50%
- Year 3: Base increase of 1.50%

14.03

- (a) New employees (non-seniority employees) may be placed on a grid step at the discretion of the University.
- (b) Five (5) seniority points are required for movement from one (1) grid step to the next, with the exception of moving from Step 6, which requires ten (10) seniority points and an overall total of 35 seniority points.
- (c) Upon ratification of the 2016 Collective Agreement, Members will be assigned to the step equivalent to the step they held prior to ratification as follows:

<u>2013 Collective Agreement</u>	<u>2016 Collective Agreement</u>
<u>Minimum</u>	<u>Step 1</u>
<u>Step 1</u>	<u>Step 2</u>
<u>Step 2</u>	<u>Step 3</u>
<u>Step 3</u>	<u>Step 4</u>

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<u>Step 4</u>	<u>Step 5</u>
<u>Step 5</u>	<u>Step 6</u>
<u>35 Points +</u>	<u>Step 7</u>

Members will then continue to move through the steps as determined by 14.03.(b).

- 14.06 ~~The University may apply to the Union to exempt a maximum of twenty-five (25) instructors per semester, from the grid maximum, thereby hiring such instructor(s) above the grid maximum. The Union shall not unreasonably withhold its consent.~~
- 14.08  
~~(a) New employees (non-seniority employees) may be placed on a grid step at the discretion of the University.~~
- 14.09 No employee shall move down the grid so long as she maintains her seniority.
- 14.11  
(a) In the event that the University requests the Sessional Lecturer to: reread papers or exams, attend appeals, participate in cases of academic dishonesty, grade or re-grade late papers or exams, following the completion of the Sessional Lecturer's work assignment, and the Sessional Lecturer agrees to perform such work, reimbursement will be in accordance with Schedule B. Before such post work-assignment responsibilities are performed, both the employee and her supervisor must agree in writing to the terms and hours for completion of the work.
- (b) In addition to the wages outlined in Schedule A, upon completion of a work assignment, a Sessional Lecturer shall be eligible to receive a supplemental payment based on the number of registered students in her class after the fortieth day of classes (excluding students who are auditing the course), and providing the Sessional Lecturer has not been provided with a TA. However, it is agreed that class size compensation is provided in acknowledgement of the increased workload inherent in larger classes, and is not intended to eliminate traditional hiring of GTAs or UTAs. Supplemental payment is as follows:
- (1) 60 or ~~less~~ fewer students - no additional compensation;
  - (2) 61-110 students - ~~\$75.00~~ \$150.00;
  - (3) Every fifty (50) students thereafter - \$150.00 with no provision for pro-rating, to a maximum of \$600.00 (e.g. In order to receive an additional \$150.00, 111 or more students must be in the class; to receive \$300.00, 161 or more students must be in the class; \$450.00, 211 or more students must be in the class; \$600.00, 261 or more students must be in the class).

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(d) It is understood that the above amounts are not cumulative.

(e) Each Academic Unit shall have a promulgated process for assigning teaching assistants that is fair, equitable and transparent.

14.12

Sessional Lecturers who are teaching a course, as part of a work assignment, for the first time, will be provided with a supplemental payment of equivalent to thirty (30) hours of work at the Schedule B rate for a full (1.0) course. Such payment is in full consideration of all preparatory work associated with the commencement of the work assignment and will be added to the Sessional Lecturer's wages and paid out at the University's regular bi-weekly wage schedule or as a lump sum payment within the first two pay periods of the semester. Preparatory pay will be prorated in direct proportion to the percentage work assignment (e.g., a 0.75 work assignment will be eligible to receive 22.5 hours (i.e., 75% of 30 hours) of supplemental payment for preparatory work).

15.01 The University agrees to provide employees with adequate space, access to private meeting space, and the use of other facilities, services and equipment as required for the performance of their duties and responsibilities.

17.02

(c) An employee who is the primary care provider and who is currently on an active work assignment and who meets the eligibility criteria in 17.02 (b) shall be eligible to receive, on a weekly basis, 100% of the employee's regular wages of the work assignment(s) for the first two (2) weeks (but no more than 100% of the employee's regular weekly wages, less applicable EI weekly earnings), and 45% of their regular wages for the remaining term of their current work assignment(s). In circumstances where the employee is ineligible for Parental/Pregnancy benefits under Employment Insurance (E.I.) the 45% noted above will be increased to 55%. Unpaid parental/pregnancy leave (if taken) will commence immediately following the end of this paid leave period.

18.03 An employee shall be entitled to reschedule her hours of work with no loss of pay to observe established holy days as per her religious beliefs. The employee shall notify her supervisor of such observance normally at the beginning of each semester but at least two (2) weeks prior to the observance of the religious holy day. It is also the Supervisor's responsibility to familiarize herself with established holy days as listed by the University of Guelph's ~~Human Rights and Equity~~ Office of Diversity and Human Rights.

19.02

(d) For the purposes of determining pension eligibility, a Sessional Lecturer will be considered to have worked at least 700 hours if they have successfully completed three full Sessional Lecturer work assignments in each of the two consecutive calendar years just prior to joining the plan.

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19.XX

The Employer will inform employees when they become eligible for pension membership.

19.04

(a) On an annual basis (first week of September), the University will provide ~~\$145,000~~ \$275,000 for the supplemental benefits plan for employees covered by the terms of the Unit 1 and 2 Agreements. ~~Effective September 1, 2013, the University will also provide a one-time payment of \$15,000 to be distributed by the Union prior to the end of the Collective Agreement.~~ (Clarification note: the amount noted above is the combined total for both the Unit 1 and Unit 2 Agreements). Members apply through the Union to receive benefits.

(b) The Union will provide, to the University, on an annual basis, a report summarizing the allocations of the University's contributions.

(c) The University's sole obligation under Art. 19.04 (a) and 19.04 (b) is to provide the above-noted payments to the Union within the relevant time periods. The Union will indemnify and save the Employer harmless from any and all claims which may be made against it by an employee(s) for amounts provided in this Article.

19.05

(a) The University shall provide, on an annual basis (first week of September) a \$100,000 pool, a \$60,000 pool (less the \$60,000 already provided); September 1, 2014 a \$60,000 pool; September 1, 2015 a \$70,000 pool, for the purpose of reimbursement offset of the premium costs under the Sunlife UHIP plan for international students who are employees in either of the two Bargaining Units who have opted to participate in the plan. The maximum reimbursement amount available to be paid to an employee will not exceed the premium costs paid by the employee. FASR will facilitate confirmation and disbursement of the pool following the second pay in each of the three academic semesters. Prior to electronic reimbursement, via payroll, FASR will provide notification to the Union of the names and applicable amounts of offset-reimbursement to be provided to eligible members. Any remaining portion of the pool shall be carried forward, during the life of the Agreement, to the subsequent year for allocation in that year.

(b) The University will administer the reimbursement process, without need for application by members, and in a timely manner. The parties agree to adjust the manner in which the pool is allocated through mutual agreement. The employee's pay cheque will clearly indicate when a UHIP reimbursement has been paid out. Management will report to the Union on the amount dispersed, the names of the employees, and the remaining balance in the pool, on a semesterly basis.

(c) Any remaining funds may be transferred from one year to the next during the life of the Collective Agreement. Any amount remaining after all reimbursements have been made for the 2018-2019 academic year will remain with the Employer.

20.01



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Employees who have successfully completed the probationary period as outlined in 1.04 (km) and Article 12, shall accrue seniority for all ~~positions-work assignments~~ in the Bargaining Unit on the following basis:

(a) from an employee's first semester of employment in the Bargaining Unit;

(b) subject to 20.02 (a), one (1) seniority point shall accrue for the successful completion of each work assignment;

(c) one (1) seniority point shall accrue for each semester of service as a member of the CUPE Local 3913 Executive Committee, as a College Steward, or as a Caucus Chair. ~~as per CUPE Local 3913 Bylaws up to a maximum of 28 Executive Committee members.~~

**20.02**

(f) The University agrees that no employee who has accepted a work assignment will have her number of hours in that semester reduced during that semester contract period.

**20.04**

An individual with at least five (5) seniority points shall have the right to apply for internal job postings at the University of Guelph or the University of Guelph-Humber. ~~be deemed to have on-campus status for the purpose of any job postings at the University for a period of three (3) semesters beyond her termination date.~~

**20.05**

Employees with ten (10) or more seniority points shall be granted an interview for any faculty positions to which they apply ~~unless they~~ and for which they are demonstrably not-qualified to hold the position according to the advertised qualifications.

**23.01**

The terms of this Agreement shall be in effect from September 1, 2016 to August 31, 2019 September 1, 2013 to August 31, 2016, and shall continue automatically thereafter for annual periods of one (1) year each unless either Party notifies the other in writing, not less than thirty (30) calendar days and not more than ninety (90) calendar days prior to the expiration date, that it desires to amend or terminate this Agreement.

RENEW Appendix A (Policy on HIV/AIDS)

RENEW Appendix B (Definition of Sexual and Gender Harassment)

DELETE Appendix C (Sessional Lecturer Job Posting Criteria)

DELETE Appendix D (Applicant Profile and Application Process)

DELETE Appendix E (Sessional Lecturer Offer of Appointment)

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RENEW and AMEND Appendix F (Professional Development Reimbursement)

On an annual basis commencing in September of each year, the University will make available a professional development fund of ~~\$35,000. - September 2013 - \$25,000 (minus the amount already disbursed); September 2014 - \$30,000;~~ The purpose of this fund is to offset costs to the Sessional Lecturer to participate in academic conferences/seminars or to purchase materials in support of their professional/ academic development. A Sessional Lecturer is entitled to such reimbursement to a maximum of \$400 once per academic semester and subject to the availability of funds (total reimbursement for all Bargaining Unit members cannot exceed the amount available per year). In addition, any remaining funds may be transferred from one year to the next. Reimbursement to the allowable maximum is made upon receipt of original receipts detailing expenses. For more information visit <http://www.uoguelph.ca/vpacademic/facultyrelations/sessional-reimbursement.php>.

RENEW and AMEND Appendix G (Sessional Lecturer Study/Development Fellowships)

(b) An eligible Sessional Lecturer shall be able to make application to her Dean or Vice-Provost by June 1 of each year for Fellowships to be taken in the subsequent Fall, Winter, or Spring semester. By July 1, the Dean shall make her recommendation to the Associate Vice-President (Academic).

RENEW Appendix H (Group Benefits)

RENEW and AMEND Appendix I (Right of First Refusal)

Notwithstanding the provisions of 11.02 (b), the following will apply with respect to application of the Right of First Refusal (RoFR) to an available Sessional Lecturer work assignment. A Sessional Lecturer who has successfully completed a work assignment (i.e. for a particular course) shall be eligible, to exercise a RoFR to a work assignment, for that same course, should a Sessional Lecturer work assignment be made in one (1) of the immediately following four (4) semesters.

The following criteria will be applicable in determining a Sessional Lecturer's eligibility for exercising a RoFR to an available work assignment:

Eligibility

(a) Subject to Article 13, the Sessional Lecturer must have demonstrated satisfactory performance in completing the work assignment; and

(b) Each RoFR-that is earned can be exercised for only one section of a course. (For example, teaching one section of a course in one semester results in RoFR to at most one section in a future semester, and for example, teaching two sections of a course in one semester results in RoFR to at most two sections in a future semester).

(c) The period of eligibility (i.e., four (4) semesters immediately following) may be extended by approval of the University for a maximum of two (2) semesters where there are bona fide medical issues, documented by a recognized licensed medical practitioner, that prevented the Sessional Lecturer from being able to accept a work assignment in one

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of the four semesters of eligibility.

Competing Opportunities

(c) Where a Course has had more than one section, and where the different sections had been taught by different Sessional Lecturers, and where that Course now has less sections, and therefore there are ‘competing’ Rights of First Refusal on the remaining section/s, the following rules shall apply:

(1) The Sessional Lecturer with the RoFR on that Course and the most seniority in that Course shall be offered the Course/Section(s) first. If the Sessional Lecturer refuses to exercise her RoFR, then:

(2) The next person with the RoFR on that Course and next most seniority in that Course shall be offered the Course/Section(s), and so forth. If the Sessional Lecturers’ seniority in the Course is equal, then:

(3) The Sessional Lecturer with RoFR in the Course and the most seniority in the Bargaining Unit shall be offered the Course/Section(s) next.

Scope

(d) A RoFR that is earned to a course can be exercised to any section of the course (DE and In-Class) where the curriculum and learning outcomes of have not demonstrably changed and the Sessional Lecturer can demonstrate to the University’s satisfaction that she has the technical, technological and/or other capabilities to meet the requirements as posted. The RoFR is not transferrable between course sections:

(1) where the location of the course is on a different campus, or at Guelph-Humber; or

(2) where the University can demonstrate different curriculum or learning outcomes for different sections of a course.

NEW: A Sessional Lecturer who has successfully completed a work assignment to design a degree credit course (i.e. for a particular course) shall be eligible to exercise a RoFR to a work assignment for that same course should a Sessional Lecturer work assignment be made in one of the immediately following two (2) semesters.

(e) Where refusal of a RoFR by the Sessional Lecturer is based solely on an internal course scheduling conflict with another work assignment for which the Sessional Lecturer has secured or has RoFR to, the unexercised RoFR (however many there should be) will be retained by that Sessional Lecturer for four (4) semesters. In such circumstances, the Sessional Lecturer who was appointed to the conflicting work assignment will earn seniority and RoFR to the course.

RENEW Letter of Understanding #1 (Sessional Lecturer Appointments and Student Stipends)

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RENEW Letter of Understanding #2 (Campus Resources)

RENEW and AMEND Letter of Understanding #3 (Employment Insurance)

It is understood that for Employment Insurance (EI) purposes only, each full semester work assignment shall be considered 267 hours for EI reporting purposes up to a maximum of 672 hours per semester. It is understood that should a Sessional Lecturer not teach the complete semester and/or the work assignment is proportionate, the reported work hours shall be pro-rated accordingly for EI reporting purposes.

The Parties understand that this arrangement is established for EI purposes only and is without prejudice to the position of the Parties, and shall in no way affect the interpretation, application and administration of the Collective Agreement and any University policies and practices, and shall not be relied on or referred to in any proceedings other than those under the Employment Insurance Act or applicable Regulations.

It is further acknowledged that this arrangement is subject to the EI Act and Regulations and becomes null and void in the event that EI directs that the practice be discontinued.

RENEW and RENAME Letter of Understanding #4 (Application for ~~Positions~~ Work Assignments)

RENEW Letter of Understanding #5 (Archiving of Job Postings)

RENEW Letter of Understanding #6 (Reading Course Work Assignments)

RENEW Letter of Understanding #7 (Student Evaluations)

RENEW Letter of Understanding #8 (Severance Pay)

RENEW, AMEND and RENAME Letter of Understanding #9 (Pension Contributions)

Further to collective bargaining the Parties agree as follows:

Employee Contribution Rates:

<u>Effective Date</u>	<u>Sep 1, 2015</u>	<u>Sep 1, 2016</u>	<u>Sep 1, 2017</u>	<u>Sep 1, 2018</u>
<u>Below YMPE</u>	<u>7.05%*</u>	<u>7.05%*</u>	<u>7.30%**</u>	<u>7.55%**</u>
<u>Above YMPE</u>	<u>8.75%*</u>	<u>8.75%*</u>	<u>9.00%**</u>	<u>9.25%**</u>

\* Sept. 1, 2015 reflects current percentage contributions for CUPE Local 3913 members.

\*\* The rates above are established as the maximum member contribution rates.

The University and the Union agree in principle to a negotiated framework for the sharing of

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Normal Actuarial Cost of the Retirement Pension Plan through collective bargaining. Under this framework, should the current filed valuation report filed prior to September 1 of each year show an increase in the University's Normal Actuarial Cost to a level above 100% of the member contribution rates at that time the University will meet with the Union to review the applicable valuation results including support for the Normal Actuarial Cost increase.

This review will include documentation prepared by the Plan's actuary who certifies the new Normal Actuarial Cost requirement in respect of the CUPE Local 3913 members, including a summary of the underlying CUPE Local 3913 membership data used to prepare the valuation results.

Pending such certification of results by the Plan Actuary, member contribution rates will increase to fund 50% of that portion of the University's Normal Actuarial Cost above 100% of member contributions at the time of the valuation. Under this calculation, member contributions will be subject to a maximum increase of 0.25%, to be implemented effective September 1, 2017 & September 1, 2018. Unless otherwise provided for under this Schedule, member contribution rate increases will not exceed 0.50% during the term of the Collective Agreement. The Employer contribution rates will continue to be determined by the Plan Actuary, but in no case shall be less than the member rates.

Precise determination of any adjustments to member contribution rates will be made by the Plan Actuary with due consideration being given to the importance of recognizing earnings below and above the Year's Maximum Pensionable Earnings (YMPE).

#### Termination Benefits

Upon Written request of the Union, the University agrees to discuss termination benefits previously provided for under the Plan, during the first round of bargaining subsequent to the Plan reaching a funding level at which University special payments are not required.

#### Contribution Holidays

The University agrees that should the Retirement Plan reach full funding status during the term of the agreement it will not take contribution holidays, unless otherwise prescribed by legislation.

#### University Pension Plan (UPP) & the Retirement Pension Plan

It is recognized that discussions are underway with respect to the UPP (University Pension Plan) initiative with the objective of forming a multi-employer JSPP (Jointly Sponsored Pension Plan), within the sector. The above contributions will be subject to change should there be a ratification of a JSPP proposal by plan members including CUPE Local 3913 and the University.

#### CUPE 1334 Pension Benefits

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During the term of this agreement, should the University reach a signed agreement with CUPE 1334 that provides for annual increases to pension payments indexed to CPI for members of CUPE 1334, the University agrees to adjust the pension benefits provided to CUPE 3913 members to match.

RENEW Letter of Understanding #10 (Early Retirement Subsidy)

RENEW Letter of Understanding #11 (Modifications to Benefits Levels)

NEW Letter of Understanding (Membership on Committees)

The Parties agree that the Union will have the right to employee representation on the following Guelph Campus committees subject to their continued existence and consistent with the committee terms of reference in existence at time of ratification:

Central and Local Joint Health and Safety Committees  
Code of Ethical Conduct Advisory Committee  
Employment Equity Committee  
Human Rights Advisory Group

NEW Letter of Understanding (Employment Equity)

The Parties agree that the University will provide the Union with a report of the survey results for the designated groups (as determined by the Federal Contractors Program) that clearly indicates the results for Members surveyed. The survey will include Unit 2 members and will be conducted at least once during the life of the Collective Agreement.

In addition, the University will:

- Provide training for TAs and Sessional Lecturers on inclusive teaching practices;
- Meet, annually, with the Union representatives to consult about perceived systemic barriers.

NEW Letter of Understanding (Access to the Employee Assistance Program)

Ashley Wilson  
President, CUPE 3913

Dear Ashley,

As part of the Provost's continued commitment to support of mental health, we are pleased to be able to make available effective September 2017, access to an Employee Assistance Program (EAP) to employees represented by CUPE 3913 Unit # 2 and their eligible spouses and/or dependents. Access to the EAP services will be limited to periods where an employee holds an active sessional appointment. In order to ensure continuity of care and to provide

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continued support, where EAP services were accessed during an active sessional appointment and the contract ends prior to program completion, such access will be continued into the next semester. EAP entitlements and program eligibility will be in accordance with the contract between the University and the EAP provider which may be amended from time to time.

Sincerely,

Tracey Jandrisits

AVP Faculty and Academic Staff Relations

NEW Letter of Understanding (Sexual and Domestic Violence)

The parties agree that provisions of the collective agreement relative to short-term medical leave, access to the Employee Assistance Program, and workplace accommodation through the Accommodation Partnership Agreement are necessary supports and are available to survivors of domestic or sexual violence.

Further to the Collective Agreement, additional information regarding sexual violence support may be found at the following web location:

<https://www.uoguelph.ca/sexualviolence/resources#staff>

RENEW Letter on Intellectual Property

RENEW Letter Regarding Quality of Education