

MEMORANDUM OF AGREEMENT

Between

UNIVERSITY OF GUELPH

And:

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 3913 UNIT 2


March 18, 2024

1. The Parties herein agree to the items of this Memorandum as constituting full settlement of all matters in dispute.
2. The Parties herein agree that the term of the Agreement shall be from September 1, 2023 to August 31, 2026.
3. All items will come into effect within ninety (90) days of ratification by the parties, unless specified otherwise with retroactivity to the start date of the new Collective Agreement.
4. It is agreed the Parties herein may, in preparing the Collective Agreement and by agreement, amend dates, correct typographical errors, make miscellaneous housekeeping amendments and delete redundant implementation information.
5. A final updated Schedule A detailing all positions in the Bargaining Unit will be presented to the Union prior to printing of the Collective Agreement.
6. The undersigned representatives of the Parties herein agree to unanimously recommend complete acceptance of all the terms and conditions of this Memorandum to their respective principals.
7. The parties acknowledge that implementation may be affected by ongoing IT systems issues at the time of agreement.
8. It is understood that both Parties shall endeavor to take this agreement to their respective principals for the purposes of ratification at the earliest opportunity.
9. The Parties herein agree that the said Agreement shall include the terms of previous Collective Agreement which expired on August 31, 2026 the previously agreed to amendments signed off will be incorporated and all matters agreed to on March 18, 2024 as outlined on the attachment to this Memorandum.

For the University



For the Union



Appendix A

1.01

The scope and purpose of this Agreement is to establish and maintain an orderly employment relationship between the University and its employees represented by the Union; to provide mechanisms for the prompt and equitable handling of employment related complaints and grievances; to promote cooperation and understanding between the University and its employees; and to jointly recognize the mutual value of continued dialogue in all matters relevant to working conditions, hours of work, wage scales and other employment related matters, including mental and physical health and safety.

1.04

(g) Modes of course delivery are outlined in Appendix XX 'DE Section' and 'In-Class Section' refer to sections of a Course when the Course has more than one section. In instances where there is only one section of a Course and it is either 'DE' or 'In-Class' the term 'DE Course' or 'In-Class Course' shall apply; when more than one offering of the same course occurs during a semester, each offering shall be referred to as a section and each section will identify the mode of delivery.

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 ~~(including pregnancy)~~, gender, 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), physical handicap or disability (as defined by the Ontario Human Rights Code), academic school of thought (subject to Article 21, the instructions of 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.

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8.02 Informal Grievance Stage

- (a) The University and the Union mutually agree that it is the desire of the Parties hereto that grievances of employees shall be adjudicated/dealt with as quickly as reasonably possible. If an employee has a grievance, they shall first discuss the matter, at a meeting arranged for this purpose, with their Chair/Director, ~~with or without a Union Designate~~, within fifteen (15) days after the employee would reasonably be expected to have become aware of the circumstances giving rise to the grievance. The Chair/Director or Member may request that a representative of FASR or CUPE 3913 participate in the informal grievance process. If a FASR or CUPE representative participates, a representative from the other will be invited to participate.

9.05

- (g) 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.

- 9.07 ~~It is agreed that disciplinary/warning letters within an employee's Human Resources File shall be removed after an eight (8) month period from date of issue, provided that no further discipline has been recorded within that eight (8) month period. Provided that there has been no subsequent disciplinary action taken against the employee, all documents relating to a disciplinary action shall be removed from an employee's Human Resources file:~~

- (i) twelve (12) months from the date the disciplinary action was recorded in the file; or
(ii) where the employee has taught the equivalent of at least a half (0.5) work assignment, whichever occurs first.

10.02

- (a) The University agrees that the Chair/Director (or designate) of the employee's Department or Program shall make an offer to meet at least once every eight (8) semesters with the employee to discuss the assigned requirements, normally at least fifteen (15) days prior to the commencement of their semester in which the course is to be taught. The Chair/Director (or designate) shall inform the employee, in advance of the meeting, of their right to be accompanied by a representative of the Union if they wish.

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10.04

It is understood that employees are not expected to be always available. There will be realistic requirements of availability, including via email, and timing of work, both hours when employee availability is required and parameters for work that can be done flexibly over a particular period of time. This will be discussed with the employer at the Member's request.

11.01 Posting Procedure

- (c) Where a course has sections being offered in more than one mode of delivery both In-Class and DE sections, the different sections DE section(s) shall be posted separately by format separate from the In-Class section(s).
- (e) Work assignments shall be posted by the Department electronically on the job posting website for TAs, GSA-1s and Sessional Lecturers, within the time frames provided for in this Article. At the time of posting the Union shall receive electronic notification. The Department will make best efforts to send a message to Members informing them that the hiring cycle for the upcoming semester has begun, that the first posting(s) with the same deadlines are now available for application, and will encourage them to monitor the hiring portal regularly for any additional/future postings for the same semester.

11.02

- (a) All assignments of work, excepting circumstances arising as per 11.02 (b), ~~and (c)~~, and 11.03 (a) shall be posted by the Department electronically (in accordance with the provisions of 11.01), as they arise and for a minimum of fifteen (15) calendar days or until fifteen (15) five (5) days prior to the commencement of the work assignment.
- (b) The University shall not be required to post a work assignment under the following circumstances:

(5) when there is no posting to allow the exercise of RoFR prior to posting.

11.03 Applicant Profile and Online Application Process

- (a) All applicants for work assignments, except those ~~employees-Members~~ with Right of First Refusal per Appendix F, must apply via the online application process, providing an updated application and *Curriculum Vitae* to each of the Departments in which they seek employment. ~~Employees-Members~~ exercising a Right of First Refusal per Appendix F shall do so through the online hiring system. The employee Members who is are eligible to exercise the Right of First Refusal to a section of a course in accordance with Appendix F shall be invited to do so prior to the assignment being posted or at the same time as the assignment is posted. The invitation will provide a reasonable time frame (at least three working days for invitations issued within one month of the commencement of the work assignment) within which to accept the invitation.

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Where there are more Members with Right of First Refusal to a course than course sections available, work will be assigned according to seniority per Appendix F. Except in extenuating circumstances, failure to accept will be deemed as a refusal to exercise their Right of First Refusal. The University does not need to publicly post a position where a Right of First Refusal has been exercised for that position.

11.04 Selection Process

(c)

- (i) A Selection Committee must be established for all work assignment competitions. The Selection Committee, when established, must be composed of, at minimum, three people. At least two members shall have knowledge, experience, and expertise (when available) in the area(s) of specialization of the course. In small Departments where there are no two persons in such specialization, at least two members shall be used that have academic knowledge, experience, and expertise in the areas of the Department. Areas of specialization are those disciplines where the University of Guelph confers degrees in accordance with the Academic Calendars. At the University of Guelph-Humber, areas of specialization are the degree programs as per the Academic Calendar.

- (iii) The Chair of the Selection Committee must ensure that all members of the Committee have ~~attended an orientation session with DHR and FASR~~ completed anti-bias training at least once during each three-year cycle.

11.05 Offers of Work Assignment

- (d) Upon being hired to work at the University of Guelph-Humber, the University shall clearly list highly important policies and procedures which apply to that workplace such as those that deal with health and safety, discrimination and harassment, workplace harassment, student academics, and accommodation. The University shall also provide a clear explanation of the line of supervision at the University of Guelph-Humber as it relates to Members' work responsibilities. The University shall provide training to supervisors and managers.

11.09 The University will provide the Union with the number of sessional positions filled at the University that are not CUPE 3913 positions.

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13.02 Performance evaluations of employees shall be conducted by the Performance Evaluation Committee. Such a committee shall consist of the Chair/Director or designate with relevant authority to carry out the function and at least two (2) Faculty members. At the University of Guelph-Humber, such a committee shall consist of the Program Head or designate with relevant authority to carry out the function and at least two other members who may be Faculty or Sessional Lecturer(s).

14.01 The University and the Union agree to accept, for the term of this Agreement, the wage rates as set out below and forming part of this Agreement. ~~The charts include the UPP Adjustment.~~

Effective September 1, 2023, a market adjustment of 3% increase to base wages.

~~Effective September 1, 2023-2019: 3%0.75% base to Schedules A, B, and C.~~

~~Effective September 1, 2024 2020: 3.5%0.75% base to Schedules A, B, and C.~~

~~Effective September 1, 2025 2024: 3.75%0.75% base increase to Schedules, A, B, and C.~~

~~Effective September 1, 2022: 1.85% base increase to Schedules, A, B, and C.~~

Schedule A – Semesterly

	Sept. 1, 2023	Sept. 1, <u>2023</u> <u>2019</u>	Sept. 1, <u>2024</u> <u>2020</u>	July 1, 2021	Sept. 1, <u>2025</u> <u>2024</u>	Sept. 1, 2022
	3%	3% 0.75%	3.5% 0.75%	1.00%	3.75% 0.75%	1.85%
Step 1	<u>\$7,991.23</u>	<u>\$ 7,430.26</u> <u>\$8,230.97</u>	<u>\$ 7,485.99</u> <u>\$8,519.05</u>	7,560.85	<u>\$ 7,617.56</u> <u>\$8,838.51</u>	\$ 7,758.48
Step 2	<u>\$8,162.11</u>	<u>\$ 7,589.14</u> <u>\$8,406.97</u>	<u>\$ 7,646.06</u> <u>\$8,701.21</u>	7,722.52	<u>\$ 7,780.44</u> <u>\$9,027.51</u>	\$ 7,924.38
Step 3	<u>\$8,333.00</u>	<u>\$ 7,748.04</u> <u>\$8,582.99</u>	<u>\$ 7,806.15</u> <u>\$8,883.39</u>	7,884.21	<u>\$ 7,943.34</u> <u>\$9,216.52</u>	\$ 8,090.29
Step 4	<u>\$8,503.90</u>	<u>\$ 7,906.94</u> <u>\$8,759.02</u>	<u>\$ 7,966.24</u> <u>\$9,065.59</u>	8,045.90	<u>\$ 8,106.24</u> <u>\$9,405.55</u>	\$ 8,256.21
Step 5	<u>\$8,674.75</u>	<u>\$ 8,065.80</u> <u>\$8,934.99</u>	<u>\$ 8,126.29</u> <u>\$9,247.71</u>	8,207.55	<u>\$ 8,269.11</u> <u>\$9,594.50</u>	\$ 8,422.09
Step 6	<u>\$8,845.64</u>	<u>\$ 8,224.69</u> <u>\$9,111.01</u>	<u>\$ 8,286.38</u> <u>\$9,429.90</u>	8,369.24	<u>\$ 8,432.01</u> <u>\$9,783.52</u>	\$ 8,588.00
Step 7	<u>\$10,454.02</u>	<u>\$ 9,720.16</u> <u>\$10,767.64</u>	<u>\$ 9,793.06</u> <u>\$11,144.51</u>	9,890.99	<u>\$ 9,965.17</u> <u>\$11,562.43</u>	\$ 10,149.53

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For activities identified in 14.10(a), 14.11, and 18.01(b), reimbursement will be at the following rates for all authorized or required hours:

Schedule B – Hourly

	Sept. 1, 2023	Sept. 1, 2023 2019	Sept. 1, 2024 2020	July 1, 2021	Sept. 1, 2025 2021	Sept. 1, 2022
	3%	3% 0.75%	3.5% 0.75%	1.00%	3.75% 0.75%	1.85%
Wage		\$ 45.11 <u>\$48.51</u>	\$ 45.45 <u>\$49.97</u>	\$ 45.90 <u>\$51.72</u>	\$ 46.24	\$ 47.10

Schedule C - Music Instructor Rates (Hourly)

	Sept. 1, 2023	Sept. 1, 2023 2019	Sept. 1, 2024 2020	July 1, 2021	Sept. 1, 2025 2021	Sept. 1, 2022
	3%	3% 0.75%	3.5% 0.75%	1.00%	3.75% 0.75%	1.85%
Step 1	<u>\$57.88</u>	\$ 53.82 <u>\$59.62</u>	\$ 54.22 <u>\$61.71</u>	\$ 54.76	\$ 55.17 <u>\$64.02</u>	\$ 56.19
Step 2	<u>\$59.35</u>	\$ 55.18 <u>\$61.13</u>	\$ 55.59 <u>\$63.27</u>	\$ 56.15	\$ 56.57 <u>\$65.64</u>	\$ 57.62
Step 3	<u>\$60.80</u>	\$ 56.54 <u>\$62.62</u>	\$ 56.96 <u>\$64.81</u>	\$ 57.53	\$ 57.96 <u>\$67.24</u>	\$ 59.03
Step 4	<u>\$62.26</u>	\$ 57.90 <u>\$64.13</u>	\$ 58.33 <u>\$66.37</u>	\$ 58.91	\$ 59.35 <u>\$68.86</u>	\$ 60.45
Step 5	<u>\$62.26</u>	\$ 57.90 <u>\$64.13</u>	\$ 58.33 <u>\$66.37</u>	\$ 58.91	\$ 59.35 <u>\$68.86</u>	\$ 60.45
Step 6	<u>\$62.26</u>	\$ 57.90 <u>\$64.13</u>	\$ 58.33 <u>\$66.37</u>	\$ 58.91	\$ 59.35 <u>\$68.86</u>	\$ 60.45
Step 7	<u>\$75.50</u>	\$ 70.19 <u>\$77.77</u>	\$ 70.72 <u>\$80.49</u>	\$ 71.43	\$ 71.97 <u>\$83.51</u>	\$ 73.30

14.04

(c) Upon ratification of the 2019 Collective Agreement, Members will be assigned to the step equivalent to the step they held prior to ratification as follows:–

2016 Collective Agreement-	2019 Collective Agreement-
Minimum-	Step 1-
Step 1-	Step 2-
Step 2-	Step 3-
Step 3-	Step 4-
Step 4-	Step 5-
Step 5-	Step 6-
35 Points +-	Step 7-

–Members will then continue to move through the steps as determined by 14.04 (b).–

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14.06 A Sessional Lecturer hired to teach a DE course shall be paid per the effective Schedule A wages for the equivalent of a full-semester work assignment. They shall receive an additional \$100 ~~\$75~~ for each additional five (5) students per work assignment, over the forty-five (45) student minimum rate, to a maximum of an additional \$500 ~~\$375.00~~ per work assignment. A cap on the amount of remuneration they receive does not imply a maximum number of students per class. Supplemental payment is as follows:

<u>Number of Students in Class</u>	<u>Compensation</u>
<u>45 or fewer</u>	<u>\$0</u>
<u>46 - 50</u>	<u>\$100</u>
<u>51 -55</u>	<u>\$200</u>
<u>56 - 60</u>	<u>\$300</u>
<u>61 - 65</u>	<u>\$400</u>
<u>66 or more</u>	<u>\$500</u>

14.10

(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 their 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 fewer students - no additional compensation;
- (2) 61-110 students - ~~\$200.00~~ \$150.00;
- (3) Every fifty (50) students thereafter - ~~\$200~~ \$150.00 with no provision for pro-rating, to a maximum of ~~\$800~~ \$600.00, as follows: ~~(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).~~

<u>Article Reference</u>	<u>Number of Students in Class</u>	<u>Compensation Breakdown</u>	<u>Total Compensation</u>
<u>14.10 (b)(1)</u>	<u>60 or fewer</u>	<u>\$0</u>	<u>\$0</u>
<u>14.10 (b)(2)</u>	<u>61 – 110</u>	<u>\$200</u>	<u>\$200</u>
<u>14.10 (b)(3)</u>	<u>111 – 160</u>	<u>\$200 + Additional \$200</u>	<u>\$400</u>
	<u>161 – 210</u>	<u>\$200 + Additional \$400</u>	<u>\$600</u>
	<u>211 – 260</u>	<u>\$200 + Additional \$600</u>	<u>\$800</u>
	<u>261 or more</u>	<u>\$200 + Additional \$800*</u>	<u>\$1000</u>
<u>(*to a maximum of an additional \$800)</u>			

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

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16.01 The University and the Union acknowledge that the University and its employees have duties and responsibilities with regard to mental and physical health and safety in accordance with the provisions of the Provincial Health & Safety legislation. Should current legislation be amended, it is agreed that the Parties shall meet to discuss such changes and the impact upon the work of the employees.

16.02

- f. The University has a process to report mental and physical incidents and injuries and to raise issues for discussion. This information and other information about policies, training, etc. can be found on the University of Guelph's Environmental Health and Safety website and in the University of Guelph-Humber's Additional Offer Details document.
- g. The Union's health and safety officer may submit workplace health and safety issues which impact Members at the University of Guelph-Humber to any member of the Humber site joint occupational health and safety committee, including to the designated liaison for Guelph-Humber, for consideration by the committee under its standard operating procedures for issues that have not been resolved by the supervisor. This provision is subject to LOU YY.
- h. Reports of health and safety accidents involving Members at the University of Guelph-Humber should be filed at both the University of Guelph's Occupational Health and Wellness Office (by the Member or the supervisor) and at Humber College's Occupational Health and Safety Services (by the supervisor).
- i. The University shall make available training related to mental health.

17.01 Short-term Medical Leave

- (e) While on unpaid medical leave, Members shall retain all seniority points earned. Members shall be able to accumulate seniority points while on unpaid medical leave. Employees shall be able to apply for positions, as per regular procedures. If offered a work assignment(s), employees shall, within five (5) working days of accepting the work assignment, state their need for continued unpaid medical leave. Employees shall earn a seniority point for each work assignment they accept as the successful candidate while on unpaid medical leave.
- (f) Should an employee be the successful candidate for a work assignment and need continued leave as per Article 17.01(e), the regular assignment procedure shall be used to determine the next successful candidate for the position.
- (g) The timeline for loss of seniority, as per Article 20.02, shall also be paused during the leave period. The timeline for loss of seniority points accumulated shall be retained during the leave period.

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17.0X

Members shall be entitled to up to three (3) weeks of paid leave for gender affirmation procedures, which may be followed by Short-term Medical Leave.

17.02 Parental/Pregnancy Leave

(b) Eligibility for Parental/Pregnancy Leave

A parent, including the birthing person ~~birth mother~~, shall be eligible for parental/pregnancy leave if they meet the following eligibility criteria:

(f) While on parental/pregnancy leave, Members shall retain all seniority points earned. Members shall be able to accumulate seniority points while on parental/pregnancy leave. Employees shall be able to apply for positions as per regular procedures. If offered a work assignment(s), employees shall, within five (5) working days of accepting the work assignment, state their need for continued parental/pregnancy leave. Employees shall earn a seniority point for each work assignment they accept as the successful candidate while on parental/pregnancy leave.

(g) Should an employee be the successful candidate for a work assignment and need continued parental/pregnancy leave as per article 17.02(f), the regular assignment procedure shall be used to determine the next successful candidate for the position.

(h) The timeline for loss of seniority, as per Article 20.02, shall also be paused during the leave period. All seniority points accumulated shall be retained during the leave period.

17.03 Bereavement Leave

(a) Upon request, in the event of a death in the immediate family, an employee shall be granted, at the time of death, a leave of absence with pay for a period of up to one full week (seven (7) consecutive five (5) days) ~~on which work has been scheduled~~. Immediate family is defined as: parent, step-parent, guardian, spouse, common-law spouse (including same-sex partner), child, ward, step-child, sibling, step-sibling ~~brother, sister, step-brother, step-sister~~. One day of these allotted days may be set aside to take within a year to allow for religion/creed variation.

(b) Upon request, in the event of a death in the family, an employee shall be granted, at the time of death, a leave of absence with pay for a period of up to three (3) consecutive days ~~on which work has been scheduled~~. Family is defined as: ~~father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law~~, parent- or guardian-in-law, sibling-in-law, child-in-law, grandchild, grandparent, ~~aunt, uncle, niece, nephew~~ sibling of a parent or guardian, child of a sibling or step-sibling. One day of these allotted days may be set aside to take within a year to allow for religion/creed variation.

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- (d) Upon request, an employee who must travel out of province or out of the country as a result of a death in the family, shall be granted up to ~~two (2)~~ four (4) days of unpaid leave in addition to the paid leave available as applicable under (a) or (b). An additional day of unpaid leave for travel is available upon request and as needed.

17.XX Union Leave

Any employee elected or appointed to a position in the Union is entitled to a renewable unpaid leave of up to one (1) year.

17.XX Kinship Care Leave

With as much notice as possible given the unique circumstances of each situation and supporting documentation from a Children's Aid Society, employees shall be eligible for up to a two (2) week paid leave of absence to attend to matters relating to the transition of a child into Kinship Care with the employee.

19.01

- (a) The University shall provide, on an annual basis, a fund for the purpose of reimbursement offset of the premium costs under the applicable insurance provider's Cowan/Manulife SunLife UHIP plan. The amount of the fund shall be:

~~2019/20 - \$125,000~~
~~2020/21 - \$150,000~~
~~2021/22 - \$175,000~~
~~2022/23 and every year thereafter - \$225,000~~
2023/24 - \$225,000
2024/25 - \$225,000
2025/26 - \$225,000

19.02 Supplemental Benefits Plan

- (a) On an annual basis (first week of September), the University will provide a pool of money for the supplemental benefits plan for employees covered by the terms of the Unit 1 and 2 Agreements. The value of the pool will be as follows:

~~2019/20 - \$300,000~~
~~2020/21 - \$325,000~~
~~2021/22 - \$350,000~~
~~2022/23 and every year thereafter - \$375,000~~
2023/24 - \$450,000
2024/25 - \$525,000
2025/26 - \$600,000

(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.

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19.04

Members who meet University Pension Plan (UPP) eligibility requirements shall be eligible for participation in the University Pension Plan (UPP).

~~The Union may provide one (1) representative to participate on the President's Advisory Committee on Pensions and Benefits (or its equivalent replacement committee).~~

19.05 ~~To be eligible for pension membership a Sessional Lecturer must meet the following eligibility criteria:~~

- ~~(a) The employee must have earned at least 35% of the Yearly Maximum Pensionable Earnings (YMPE) in each of the two consecutive calendar years just prior to joining the plan; or~~
- ~~(b) The employee must have worked at least 700 hours in the two consecutive calendar years just prior to joining the plan; and~~
- ~~(c) The employee must be employed for at least twenty-four (24) continuous months prior to joining the plan (where a period of unpaid status of less than 8 months is considered as continuous months).~~
- ~~(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.~~

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

~~19.07 Pension Accrual & Cost Sharing when in Unpaid Status~~

~~Subject to 19.05, pension benefits can continue during periods of unpaid status with the employee paying double the normal employee pension contributions based on the employee's pensionable earnings rate just prior to the period during which the employee is absent from work without pay. Continuation of pension accruals must comply with the terms of the Pension Plan including the accrual limitation under the Income Tax Act.~~

Article 23 Duration

23.01 The terms of this Agreement shall be in effect from September 1, ~~2019~~2023 to August 31, ~~2023~~2026, 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

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Article X Accommodation

X.01 The Parties are jointly committed to providing a work environment that facilitates the full participation of all Members. The Parties encourage, as articulated in the Accommodation Partnership Program Agreement jointly agreed upon by the Parties, all Members with disabilities to avail themselves of the services at the University that may facilitate their ability to fulfill their responsibilities.

X.02 The Parties agree to act in accordance with applicable legislation.

X.03 No Member shall be subjected to retaliation or reprisal for taking action to obtain Accommodation for themselves or any other person.

X.04 No Member will be asked to provide medical diagnosis at the outset of a request for medical accommodation or sick leave.

X.05 In the event a Member provides their written consent to the Employer for the release of their medical information to the Union, the medical information shall be provided to the Union.

X.06 In the event a Member provides their written consent to the Employer for a Union representative to attend at the Member's return to work meeting, if such a meeting is required by the Employer, the Union representative shall be entitled to attend. At the outset of facilitating a Member's return to work, the Member will be notified of the option for Union representation.

X.07 The Employer will normally first try to obtain the information it wants from the Member's own doctors (General Practitioner or Specialist as the Employer determines necessary). If a Specialist is not available in a timely manner, the Employer shall consider appropriate interim measures to accommodate the Member are made while working with the information provided from the General Practitioner and the Member.

Article XX Workplace Safety and Insurance Board and Modified Work

XX.01 The Employer will follow all of its obligations pursuant to the Workplace Safety and Insurance Act and Modified Work.

XX.02 All Members have the right to file a Workplace Safety and Insurance Board's Form 7 to report a workplace accidental injury or industrial disease. The University will notify Members of their ability to provide a copy to the Union.

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Appendix A Policy on HIV/AIDS

- (c) The University of Guelph will make no attempt to identify people living with HIV or AIDS by questions, screening or other means. Members of the University community may seek HIV testing and related medical care at through Student Health Services and at through Occupational Health and Wellness if they so elect. The University of Guelph will not track HIV testing of its students or employees;

Appendix B Definition of Sexual and Gender Harassment

Under the Ontario Human Rights Code, harassment is “engaging in a course of vexatious comment or conduct that is known or ought to be known to be unwelcome.” For the purposes of Human Rights at the University of Guelph, sexual and gender harassment are deemed to include, but are not limited to:

- (b) unwanted sexual activity of a physical nature, including unwanted touching, hugging, or intercourse;
- (c) harassment on the basis of sexual orientation or gender expression;
- (h) demeaning, stereotyping, or belittling remarks, jokes, slurs, innuendoes or taunting about the sex, gender, physical appearance, or body of an individual or group; ~~and~~
- (i) displaying in University areas pictures, graffiti or materials that denigrate ~~one of the sexes~~ any sex or gender; and
- (j) posting or sharing pornography, sexual pictures, sexual rumours or gossip without consent.

Note: ~~The above definition may be amended from time to time.~~ For up-to-date policies and procedures in connection with sexual and gender based harassment and violence, please refer to the University website.

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Appendix C Professional Development Reimbursement Fund

~~On an annual basis commencing in September of each year, the University will make available a professional development fund of \$35,000. The value of the fund shall be:~~

- (a) The University agrees to pay the Union, by September 15, the following amounts for a Professional Development Reimbursement Fund (PDR Fund) to be administered by the Union. The PDR Fund shall be used for the sole purpose of offsetting costs to the Sessional Lecturer to participate in academic conferences/seminars or to purchase materials in support of their professional/academic development on an objective basis and shall not be used for any other purpose whatsoever.

~~2019/20 - \$41,000
2020/21 - \$48,000
2021/22 - \$55,000
2022/23 and every year thereafter - \$65,000
2023/24 - \$65,000
2024/25 - \$65,000
2025/26 and every year thereafter - \$65,000~~

~~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 \$500 once per 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 <https://www.uoguelph.ca/facultyrelations/tas-sessionals/sessional-lecturer-pdr>~~

- (b) The University will create a list of items or categories that qualify for PDR Fund reimbursement that the Union will apply to assess applications. Until the list is created, the Union is responsible for the development of criteria for disbursement. The Union is responsible for disbursing the majority of the annual payment to employees within twelve (12) months of receipt of each payment from the University, provided that such criteria are consistent with the intention that PDR Fund payments to employees are non-taxable and the requirement that the PDR Fund payments shall only be used for professional development purposes and shall not be used for other purposes, including reimbursement of expenses incurred by employees in respect of tools of work they have acquired.
- (c) The University's sole obligation under Appendix C is to provide the above-noted annual PDR Fund payments to the Union within the relevant time periods. The Union will indemnify and save the University harmless from:

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- (i) any and all claims, demands, actions, grievances, or proceedings which may be made or commenced against it by an employee(s) for amounts provided pursuant to this Appendix; and
- (ii) any and all claims, taxes, charges, penalties, or demands properly exigible which might be made or assessed upon the University by a governmental authority in connection with the PDR Fund payments as administered by the Union, whether pursuant to applicable tax or social security legislation and regulations, including in the event that a government authority finds that all or part of the PDR Fund payment(s) is income that should have been subject to income tax withholding and other applicable statutory deductions.

Appendix F Right of First Refusal

(c) Scope

- (1) A RoFR that is earned to a course can be exercised to any section of the course, regardless of mode of delivery, (DE and In-Class) where the curriculum and learning outcomes have not demonstrably changed and the Sessional Lecturer can demonstrate to the University's satisfaction that they have the technical, technological and/or other capabilities to meet the requirements as posted. The RoFR is not transferable between course sections:
- (d) 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)~~ three (3) semesters.
- (f) Where a Sessional Lecturer at the University of Guelph-Humber has RoFR to at least one section of a course from a semester where multiple sections of that course are offered, and where fewer sections of that course are being offered than in the previous year's corresponding semester resulting in a Sessional Lecturer not being offered a section of the course to which they hold RoFR, the Sessional Lecturer will retain RoFR to the section(s) not being offered as if they had taught the section(s) (i.e., for six (6) semesters).
- (g) The Employer shall make attempts to remedy internal course scheduling conflicts within departments when they impact the ability of a Sessional Lecturer to exercise a RoFR.

Appendix X Fellowships

- (1) Doctoral Fellowships are normally a two-semester appointment where the first semester consists of pedagogical training and course development and the second semester consists of course instruction.
- (2) When the University determines a Department will offer a Doctoral Fellowship(s), the Department will post a single work assignment advertisement on the hiring website, as per

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Article 11.01, for the purpose of collecting applications. Applications will be limited to current PhD students in the posting Department or, in the case of programs spanning more than one Department, the relevant Departments.

(3) Individuals applying for the Doctoral Fellowship through the hiring website will be required to submit a course proposal using the prescribed form in addition to any other application materials. This course proposal will be the primary criterion for the selection committee. Only one course proposal will be accepted per applicant.

(4) Doctoral Fellowships will be in addition to the work which would typically be offered in a given year in the bargaining unit. Both parties agree that there may be fluctuations in the amount of work offered in the bargaining unit year to year. Doctoral Fellowships may not be offered to a course where there is an existing Right of First Refusal unless the individual holding Right of First Refusal voluntarily declines to exercise it.

(5) Applications will be assessed using the selection process as established in Article 11.04, except that, notwithstanding Article 11.04 (b), the course proposal will be the primary criterion for the Selection Committee. It is understood that the University may not select the most qualified or most senior applicants in order to provide a suitable educational experience for the chosen candidate(s).

(6) Individuals appointed to a Doctoral Fellowship work assignment will earn a seniority point but will not earn Right of First Refusal.

(7) Individuals shall be limited to one Doctoral Fellowship during their course of studies.

(8) Compensation for Doctoral Fellowships will be at the discretion of the Department but will be consistent with Article 14 of the Collective Agreement.

Appendix XX Modes of Course Delivery

Modes of course delivery are: in-person, blended, hyflex, online synchronous, and e-learning as below. For greater clarification these modes of delivery are described as:

In-Person

Instruction takes place in real time in a classroom or other physical location. Instructors and students are expected to attend in person. Assessment may take place in person or online (synchronously or asynchronously).

Blended

Instruction takes place through a combination of in-person and online teaching. The majority of the course will be taught by the instructor. Assessments may take place in person or online (synchronously or asynchronously).

Hyflex

Instruction takes place using both in-person and online components. Instructors teach in person, online synchronously or through recordings and completing activities asynchronously. All students in the course attend in person and/or online; maximum registration will not exceed classroom capacity. Online assessment must be available to students, but in-person assessments can be offered simultaneously.

Online Synchronous

Instruction takes place through regularly scheduled, synchronous online teaching of students. Students are not required to attend in person for learning or assessment activities. Assessments may take place during synchronous meetings or asynchronously.

E-Learning (Online Asynchronous)

Instruction takes place fully online through the DE learning platform. Course content is delivered asynchronously online by the instructor with optional online synchronous components (e.g., orientation and welcome, office hours, peer learning communities, tutorials). Assessments are completed asynchronously. Students are not required to attend in person for learning or assessment activities.

Meetings include lectures, labs, and tutorials. For scheduling clarity, courses taught using:

- (i) In-Person, Hyflex and Online Synchronous modes of course delivery have all meetings scheduled;
- (ii) Blended teaching may have some lecture and lab meetings scheduled and others not;
- (iii) E-Learning teaching has no meetings scheduled.

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Letter of Understanding 1 Sessional Lecturer Appointments and Student Stipends

For offers made prior to the ratification of this Collective Agreement, where a Sessional Lecturer is also a graduate student, the compensation associated with an appointment as a Unit 2 Bargaining Unit member will only form part of a guaranteed minimum stipend if the University's Offer of Admission to the graduate student clearly specifies a Sessional Lecturer course work assignment in a specific semester or, at a minimum, a specific academic year as part of their program requirements. The student's guaranteed minimum stipend may include a maximum of one (1) such Sessional Lecturer appointment (and only if clearly specified in the 'Offer of Admission') for the duration of their academic program.

Following the ratification of this Collective Agreement, if a student is offered and agrees to replace a GTA or GSA-1 with a Sessional Lecturer appointment as part of their guaranteed minimum stipend, there will be a maximum of one (1) such Sessional Lecturer appointment for the duration of their academic program.

This provision is subject to the Right of First Refusal provisions in Appendix F.

~~Letter of Understanding 9 — Pension~~

~~Further to collective bargaining the Parties agree as follows:~~

~~Employee Contribution Rates:~~

Effective Date	Sept. 1, 2019*	Sept. 1, 2020**
Below YMPE	7.55%	8.05%
Above YMPE	9.25%	9.75%

~~*Sept 1, 2019 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 Normal Actuarial Cost of the Retirement Pension Plan through collective bargaining. Under this framework, should the most current 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~~

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~~to a maximum increase of 0.50%, to be implemented effective September 1, 2020. 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 contribution above will be subject change should there be the ratification of a JSPP proposal by plan members including CUPE Local 3913 and the University.~~

~~Letter of Understanding 10 – Modifications to Benefits Levels~~

~~The Parties agree that for the term of this Agreement, Pension Plan text amendments (except those required by legislation) for the Retirement Plan, which would modify the benefit levels of the plans for the members of CUPE Local 3913 shall require the written agreement of CUPE Local 3913.~~

Letter of Understanding 15 (Amendment to Benefit Plan)

~~Effective on the first day of the second month following ratification, t~~The following amendments shall be made to has been incorporated in the Extended Health Care plan in Appendix E:

- (a) ~~Increase t~~The annual dollar allocation for psychological services is increased from \$300 per calendar year to \$1,200 per calendar year. Coverage includes counseling services where provided by social workers, psychologists, psychotherapists, marriage and family therapists, or clinical counselors licensed and registered by the Provincial governing body in the Canadian

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province in which the services are provided;

- (b) ~~Include~~ Coverage for non-oral contraceptives as prescribed by a physician is included provided that the contraceptive has a drug identification number (DIN); and,
- (c) ~~Remove the~~ There is no requirement for a physician's referral for massage therapy.

Letter of Understanding X Scholars at Risk

When the University participates in the Scholars at Risk program, and where the assignment of work is a CUPE 3913 Sessional Lecturer work assignment, a meeting between the University and the Union shall be held to discuss the work and the inclusion of the Scholar at Risk in the Union.

Letter of Understanding YY - Humber College - Joint Occupational Health and Safety Committee

The Union has advised the University it has requested that the Ontario Ministry of Labour review the composition of the Humber College north site Joint Occupational Health and Safety Committee and is expecting a response. If, during the term of this Collective Agreement, the Ontario Ministry of Labour issues any Orders in respect of representation and/or the composition of the Joint Occupational Health and Safety Committee and there are no outstanding appeals that remain to be determined in respect of such Orders, then the parties agree to meet within 20 days to review Article 16.xxx.

This affects nothing else in the Collective Agreement, including the rest of Article 16.

Letter of Agreement (Conversion to University Pension Plan)

~~LETTER OF AGREEMENT (THE "LOA") RELATED TO THE UNION'S CONSENT TO THE
CONVERSION TO THE UNIVERSITY PENSION PLAN (THE "UPP")~~

~~-
BETWEEN~~

~~-
THE UNIVERSITY OF GUELPH
(hereinafter referred to as the "University")~~

~~-
—and—~~

~~-
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3913 Unit #2
(hereinafter referred to as the "Union")~~

~~WHEREAS prior to June 29, 2019 the Union provided consent pursuant to and in accordance with subsection 80.4(6) of the Pension Benefits Act, R.S.O. 1990 (the "PBA") on behalf of all employees in the bargaining unit represented by the Union who are members of the Retirement Plan of University of Guelph (the "Plan") for the conversion of the Plan to the UPP under section 80.4 of the PBA, including~~

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~~the transfer of the Plan's assets and liabilities to the UPP, the UPP to be a jointly sponsored pension plan as defined in and for the purposes of the PBA;~~

~~-~~

~~AND WHEREAS it is anticipated that employees in the bargaining unit who are active members of the Plan shall commence accruing pensionable service under and making contributions to the UPP effective July 1, 2021 or such later date that the Chief Executive Officer of the Financial Services Regulatory Authority of Ontario approves a transfer of the assets from the Plan to the UPP (the "UPP Conversion Date");~~

~~-~~

~~AND WHEREAS the parties recognize and agree that the Union's consent under section 80.4(6) of the PBA to the conversion of the Plan to the UPP on the UPP Conversion Date will necessitate amendments to the renewal collective agreement to remove provisions related to the Retirement Plan of the University of Guelph which will cease to apply to employees in the bargaining unit represented by the Union and to add new provisions to the collective agreement related to the fact that the UPP which will be administered pursuant to and in accordance with the relevant provisions of the PBA, the UPP plan text and other related UPP documents and administered by a the UPP Sponsors and Board of Trustees, with decision-making authority and responsibility for the UPP allocated to the UPP Sponsors;~~

~~-~~

~~AND WHEREAS the terms and conditions of this LOA are substantially similar to the terms of "PBA Consent Agreements" between the University and: the University of Guelph Faculty Association (Unit 1), the University of Guelph Faculty Association (Unit 2), the United Steelworkers Local 4120, the United Steelworkers Local 4120 (TESL), OSSTF/TARA District 35, Ontario Public Service Employees Union Local 231, Unifor Local 2003E, the University of Guelph Food Service Employees' Association (Unit 1), the University of Guelph Food Service Employees' Association (Unit 2), and the Ontario Nurses' Association Local 15.—~~

~~-~~

~~AND WHEREAS the parties agree that this LOA will form part of the renewal collective agreement and any and all subsequent collective agreements between the University and the Union so long as employees in the bargaining unit represented by the Union are members of the UPP on and after the Conversion Date;~~

~~-~~

~~NOW THEREFORE the parties agree as follows:~~

~~—~~

~~Participation in the UPP~~

~~-~~

~~Effective January 1, 2020, or, if later, the effective date of the UPP, employees who are active members of the Plan shall become members of the UPP ("Contingent UPP Members"), provided that they shall not accrue any service under the UPP until the later of the date that the Superintendent of Financial Services (or his or her successor) approves a transfer of the assets from the Plan to the UPP and July 1, 2021 (or such other date as the transfer may be approved or the parties may agree) (the "UG Conversion Date").~~

~~-~~

~~Employees who become members of the Plan, will be enrolled in the UPP according to the UPP eligibility provisions as Contingent UPP Members.—~~

~~-~~

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~~Effective on the UG Conversion Date, the Contingent UPP Members shall commence accruing pensionable service under and making contributions to the UPP in accordance with the terms of the UPP and shall no longer accrue pensionable service under, make contributions to, or have any entitlements or rights under the Plan and the Plan shall, as of the UG Conversion Date cease to exist as a separate pension plan.~~

~~Employees who are not members of the Plan as of the UG Conversion Date will join the UPP in accordance with its terms.~~

~~The terms of the UPP will be consistent with those terms set out in the Milestones Agreement dated October 18, 2018, as amended from time to time in writing, and such other written terms as are provided under the definitive documentation establishing the UPP.~~

~~Member/employer contributions under the UPP~~

~~On the date that pension accrual starts under the UPP for the members of the Plan, the contributions shall be 50/50 and subject to change thereafter as determined by the Sponsors of the UPP, including under any Funding Policy developed by the Sponsors. 50/50 contributions on the date that pension accrual starts under the UPP are currently expected to be:
9.2% of Pensionable Salary up to the YMPE; and
11.5% of Pensionable Salary over the YMPE~~

~~Pension Contribution Offset~~

~~Effective on the UG Conversion Date, and upon the implementation of the increase in member contributions set out under paragraph 2 above, a one-time adjustment of one percent (1%) will be applied to the wage grid in Schedule A of the Collective Agreement in effect at that time. This one-time adjustment is fully conditional upon the conversion of the Plan to the UPP.~~

~~Amendments to the Collective Agreement~~

~~On or before the UG Conversion Date, and effective as of the UG Conversion Date, the Collective Agreement or any renewal collective agreement between the University and the Union in effect on the UG Conversion Date will be deemed for all purposes to be amended in a manner and to the extent necessary to reflect all of the terms and conditions of this LOA, including, without limiting the generality of the foregoing:~~

~~The following will be deemed deleted from the CUPE 3913 Unit #2 Collective agreement for all purposes or, equivalently, considered null and void and of no force or effect whatsoever;~~

~~Articles 19.04 – 19.07~~

~~Letter of Understanding 9 – Pension~~

~~Letter of Understanding 10 – Modifications to Benefits Levels~~

~~The incorporation of “no grievance and arbitration provisions” respecting pension matters – i.e. any and all issues related to the UPP shall not constitute a “difference” between the parties for the purposes of~~

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~~the Ontario Labour Relations Act or the collective agreement in effect on the UG Conversion Date and must be addressed under the provisions of the UPP and whatever mechanism the UPP Sponsors may implement for issues or disputes related to the UPP and that it is the intention of the University and the Union that an arbitrator appointed under the collective agreement shall have no jurisdiction to hear any grievance referred to arbitration or grant any remedy in any way related to the UPP; and~~

-

~~Acknowledgement that the terms and conditions of the UPP are not subject to collective bargaining, save and except for mutual agreement in writing to withdraw from the UPP pursuant to and in accordance with the terms and conditions of the UPP, including any notice provisions, for doing so.~~

-

~~Enforcement of the LOA~~

-

~~This LOA shall be appended to and form part of the Collective Agreement and any renewal collective agreement in effect before the UG Conversion Date and notwithstanding the grievance and arbitration provisions of any collective agreement, William Kaplan shall be seized as mediator-arbitrator of any issues related to the interpretation, application, administration or alleged violation of this LOA. If William Kaplan is unable or unwilling to serve as mediator-arbitrator than Eli Gedalof shall be seized as mediator-arbitrator.~~