

COLLECTIVE AGREEMENT ENTERED INTO

in the City of Guelph in the Province of Ontario as of October 6, 2020

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3913 (UNIT 2)

(hereinafter called the 'Union')

***CUPE 3913***

AND

THE UNIVERSITY OF GUELPH

(hereinafter called the 'University')



September 1, 2019 to August 31, 2023

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## **Article 1      Scope and Purpose**

- 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.
- 1.02 The Parties agree to the foregoing and following provisions (which include all current Appendices, Letters, and Memoranda of Understanding forming an integral part of this Agreement), which shall supersede all previous Agreements between the University and the employees represented by the Union.
- 1.03 The pronouns “they” and “them” are used in the singular or the plural with the intention of creating neutrality around gendered constructs.
- 1.04 For the purpose of interpretation of this Agreement, the following definitions will apply:
- (a) A ‘semester’ is as defined in the Graduate Calendar and in the case of the Doctor of Veterinary Medicine (DVM) program as defined in the Undergraduate Calendar;
  - (b) ‘Chair/Director’ means the management representative to whom the Member reports (Chair/Director at the Guelph campus, Program Head at the Guelph-Humber campus);
  - (c) ‘Contact hours’ means University scheduled classroom contact hours;
  - (d) ‘Course Design’ is defined as work which involves the design of a degree credit course, or portion thereof, and which may be assigned as a Sessional Lecturer Work Assignment. It is understood that such work may be pro-rated as determined by management;
  - (e) Unless otherwise specified, a ‘day’ is a working day in the University’s Human Resources Division;
  - (f) ‘Department’ means Academic Department, School, or Interdepartmental Program at the University of Guelph and Program at the University of Guelph-Humber;
  - (g) ‘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;
  - (h) ‘Employee’ means an employee of the University included in the Bargaining Unit as defined in 2.01 of this Agreement;
  - (i) ‘FASR’ means Faculty and Academic Staff Relations;

- (j) 'Grievance' shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Agreement, and shall be processed as indicated in Article 8;
- (k) 'GSA-1' means a Graduate Service Assistant employed in work directly related to the academic enterprise;
- (l) 'GTA' means Graduate Teaching Assistant;
- (m) 'Guest Lecturer' is a person engaged by reason of professional status or unique qualifications to give occasional lectures or seminars, making up a part of a course. For purposes of further clarifying this definition 'occasional,' shall normally not be more than three (3) lectures or seminars per course per semester. It is understood that the use of a guest lecturer(s) shall not result in any loss of pay for an employee hired to teach that particular course;
- (n) 'Human Resources File' means the human resources file held by the academic unit in which the work has been undertaken and the Human Resources file held by the Human Resources Division;
- (o) For the purposes of 10.01 'preparation' means the activity required to remain current and develop the content/material required to deliver the contracted teaching assignment;
- (p) 'Spouse' is a person who is married to an employee, or who cohabits with the employee in a continuing conjugal opposite or same sex relationship;
- (q) 'Student' means a person who is registered as a student at the University of Guelph;
- (r) 'Supervisor' means the person directly responsible for the assignment and direction of work. It is understood that there will be no more than one supervisor per work assignment;
- (s) 'Union Designate' is anyone appointed by the Union to act on its behalf; and,
- (t) 'UTA' means Undergraduate Teaching Assistant.

## **Article 2      Union Recognition**

- 2.01 The University recognizes the Canadian Union of Public Employees Local 3913 (Unit 2) as the exclusive bargaining agent for all persons employed under contract as Sessional Lecturers (who are valued and integral to the University's teaching mission) to teach in University degree credit courses, save and except:
- (a) persons holding full-time and part-time academic appointments at any rank including contractually-limited term appointments of twelve (12) months or more;
  - (b) persons paid exclusively through grant funding from sources other than the University;
  - (c) persons providing non-credit instruction in the Department of Athletics;
  - (d) persons employed to teach in courses intended primarily for students who are not registered in a degree-credit program;
  - (e) persons engaged by reason of professional status or unique qualifications to give occasional or guest lectures or seminars, making up part of a course offered in a degree-credit program;
  - (f) persons who exercise managerial functions or who are employed in a confidential capacity in matters related to labour relations;
  - (g) persons covered by Collective Agreements or subsisting bargaining relationships between the University and other Trade Unions as of the date of the Ontario Labour Relations issuance of this Union's certificate;
  - (h) postdoctoral fellows engaged in teaching to the extent that such teaching is a requirement of their fellowship; and,
  - (i) retired faculty who, prior to their retirement, had an academic appointment at the University of Guelph.
- 2.02 Subject to 1.01, the University acknowledges, and shall not interfere with the role and obligation of the Union to represent and act on behalf of members of the Bargaining Unit in matters pertaining to the provisions of the Collective Agreement.

### **Article 3 Management Functions**

- 3.01 The Union acknowledges that it is the function of the University to exercise the regular and customary functions of management and to direct the workforce subject to the terms of this Agreement.
- 3.02 Without limiting the generality of the above, these management functions include, but are not limited to:
- (a) hire; appoint; re-appoint; not appoint; classify; direct; assign; promote; demote; retire; transfer; layoff or recall; discharge; reprimand, suspend or otherwise discipline employees. A claim of discriminatory exercise of these management functions, including promotion, demotion, layoff or a claim of discipline without just cause, shall be treated as a grievance, as provided for under Articles 8 and 9 of this Agreement;
  - (b) generally manage the University and without restricting the generality of the foregoing: determine the number of employees required from time to time, determine the requirements of a work assignment, the standards of the work to be performed, the methods, procedures, and equipment, schedules of work and all other matters concerning the operation of the University;
  - (c) maintain order, discipline and efficiency;
  - (d) expand, reduce, alter, combine, transfer or cease any course, work assignment, program, Department/School, operation or service, provided that any expansion, alteration, combining, transfer or ceasing of any course, work assignment, program, Department or School is not inconsistent with the terms of this Agreement; and,
  - (e) develop, implement, modify and amend policies, rules, procedures and practices provided that such policies, rules, procedures and practices are not inconsistent with the terms of this Agreement.
- 3.03 The University agrees that these functions shall be exercised in a manner consistent with the provisions of this Agreement.

#### **Article 4      Union Representation**

- 4.01 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, across Departments, or at the University of Guelph-Humber 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.
- 4.02 The University shall recognize a bargaining team that includes nine (9) members of which two (2) are employees or have been employees in the twelve (12) months immediately prior to the commencement of negotiations. However, the University recognizes that a maximum of eight (8) members will be present at negotiations at any one time.
- 4.03
- (a) There shall be a Labour/Management Committee comprised of three (3) representatives of the Union and three (3) representatives of the University.
  - (b) Meetings of the Committee shall be held within two (2) weeks of receipt of written notification by either Party. Such notification shall outline the purpose and/or items requiring discussion at the meeting. The Committee shall have authority to make recommendations to the Parties, but shall not amend, modify or alter the terms of this Agreement.



4.04

- (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.

4.05 Unless otherwise specified all correspondence between the Parties shall be emailed between FASR and the Local Union.

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 their scheduled working hours as a member of the Bargaining Unit, except as provided in this Agreement or otherwise in writing.

## Article 5      **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 (including 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), 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. 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).
- (c) The University agrees that its definition of Sexual and Gender Harassment shall form part of this Agreement (see Appendix B).

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 their rights as provided for in this Agreement. Personal conduct or behaviour also constitutes harassment, whether or not it is based on Code prohibited grounds, when it creates an intimidating, demeaning or hostile working environment.

5.03 The University and the Union agree to the definition of harassment as defined in the University of Guelph's Human Rights Policy and Procedures.

5.04 Parties will be notified of their right to Union representation during the complaints process where complaints are related to their employment with the University.

5.05

- (a) The Parties agree that any allegation of harassment or discrimination under this Article shall be handled through the grievance procedure in a confidential manner.
- (b) In the event of a grievance resulting from any alleged violation of Article 5 the grievors may, where the person against whom the allegation is being made is their supervisor, Chair/Director, or Dean, refer the grievance to the next highest step of the grievance procedure.
- (c) Where the Union files a grievance alleging harassment and/or discrimination and the Member has filed or subsequently files a complaint under the Human Rights Policy Procedures, the sexual violence procedures, or the workplace harassment procedures on alleging substantially the same incidents, the Parties agree that only one investigation will occur. The grievance's timelines will be extended for the duration of the investigation. If the Union raises an objection with the investigation the grievance may continue to the next step.
- (d) In grievances alleging harassment and/or discrimination under human rights grounds, the University may employ Fact Finders from Diversity and Human Rights that are not from the same Department(s) where the incidents took place.
- (e) The University will appoint an investigator and conduct investigations in a timely manner.

5.06 Where an employee has filed a grievance alleging that they have been a victim of harassment they shall have the right to Union representation and shall not have to be present at any meeting with the alleged harasser. The Union Designate may speak on their behalf at any stage of the grievance process. The employee may request of the Dean (or designate) of their College, or the Vice-Provost at the University of Guelph-Humber, that their employment duties be modified, as the particular circumstances dictate, in order to eliminate contact with the alleged harasser during the period of investigation. Such request will not be unreasonably denied and when granted, the grievor shall not experience a loss of pay or seniority or other entitlement provided for under this Agreement.

5.07 The University agrees to consult the Union with respect to any planned changes to the Human Rights Policy and Procedures document.

## **Article 6 Union Membership, Security, Facilities and Information**

### 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 of the Union.
- (b) The University shall remit the amount deducted to the President or designate of the Union immediately following the pay period in which deductions were made and at the same time forward a spreadsheet indicating the pay period covered by the deduction and the following information: names, employment status, Departments and job titles and amount of dues deducted, type of earnings (Schedule, vacation, etc.), current earnings, current hours, current dues, year-to-date earnings, year-to-date hours, and year-to-date dues and year-to-date regular earnings, current and year-to-date hours worked, and current and year-to-date dues deducted of the employees from whom the deductions were made.
- (c) Upon request the University will provide any available and additional pertinent information necessary to assist the Union in completing any legislated requirement of disclosure of Union finances or other affairs, including the Federal and Provincial statistics survey.
- (d) Immediately following the first pay period of each semester, the University shall provide the Union with a full and complete electronic list of Bargaining Unit members. The list will include the following information for each employee: name, employee number, job title, Department, home mailing address, office number, personal telephone number, work email address, and personal email address (if available). This list will be updated immediately following the second pay period of the semester and again immediately following the fourth pay period of the semester.

6.02 The Union shall indemnify and save the University harmless from any and all claims, lawsuits, 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 (h), 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

- (a) The University shall endeavour to have sufficient copies of this Agreement printed within forty-five (45) days of ratification by both Parties. The Union will reimburse the University for one-fifth (1/5) of the costs. The Agreement shall be printed at a unionized printer jointly agreed to by the Parties, with the printer's Union logo clearly visible.
- (b) The University shall forward to employees who are earning wages at the time of printing an email message which contains the electronic address to the new Agreement. The

Departments shall provide new employees with the electronic address for the Agreement, and shall provide, where requested by an employee for reasons of accessibility, a printed copy of the current Agreement at the same time as the Offer of Appointment (as per 11.05 (b)) is sent to the employee.

- (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. Any employee may request a printed copy of the Collective Agreement and it shall be supplied within one (1) week of the request.

6.04 The University shall provide the Union with reasonable bulletin board space for official Union notices 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

- (a) 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 expenses with respect to office space, telephone and any other such services.
- (b) The Union acknowledges that it is not the University's responsibility to make any agreements regarding the leases that the Union holds with its landlord and that the University is not obligated to interfere in the agreements between the Union and its landlord.

6.06 The University shall provide the Union with access, at standard cost, to its facilities and services. These services include, but are not limited to, mail services, meeting rooms, catering services, and audio-visual equipment.

6.07 The University shall provide the Union, once per academic year (September), the equivalent of the value of two and a half (2.5) Step 3 Sessional Lecturer wages (based on the Schedule A wage rate in effect at that time) to be distributed by the Union among Local Union officers. In a negotiations year, this amount will increase to the equivalent of three and a half (3.5) Step 3 Sessional Lecturer wages (based on the Schedule A wage rate in effect at that time) to be distributed by the Union among Local Union officers.

6.08 The University shall provide the Union with at least twenty (20) minutes to make an orientation presentation at the official Sessional Lecturer orientation sessions at Guelph-Humber and at the University of Guelph. The Union's presentation(s) shall not conflict with other orientation sessions.

- 6.09 Once each semester the Union shall be provided with a list of all Colleges and Academic Departments including the names of Deans and Chairs/Directors.
- 6.10 In the event that legislation is enacted that alters the current dues deduction, remittance language, or Union security provisions as set out in this collective agreement or existing legislation, the Parties shall meet to review the new legislative regime and its implementation in a manner that allows the Union to fulfill its legal obligations.
- 6.11 The Union shall be notified of the full name, position, Department, and contact information of all new employees hired into the bargaining unit prior to their first day of employment.
- 6.12 The Union may request information pertinent to the operations of the University. The University shall provide information that it deems relevant to the bargaining unit.
- 6.13 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:
- (1) Central and Local Joint Health and Safety Committees
  - (2) Code of Ethical Conduct Advisory Committee
  - (3) Employment Equity Committee
  - (4) Human Rights Advisory Group
- 6.14 The Parties agree that the University will provide the Union with an aggregate report of the equity data, including data on the equity groups identified in the Federal Contractors Program, collected on employees represented by Unit 2 at least once during the life of the Collective Agreement.

In addition, the University will:

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

**Article 7      No Strike/Lockout**

- 7.01    The Union undertakes that there will be no strike as defined in the Ontario Labour Relations Act during the term of this Agreement nor will the Union or any of its members (during their scheduled hours of work) take part in sympathy strikes, work slowdowns, or any other such related action arising from the activities of other units, Locals, Unions, employee groups or persons.
  
- 7.02    The University undertakes that there shall be no lockout as defined in the Ontario Labour Relations Act during the term of this Agreement. In the event that any other certified Bargaining Unit of the University of Guelph is engaged in a lawful strike, employees covered by this Agreement shall not be required, nor asked, to perform work normally performed by those striking employees.
  
- 7.03    The University shall have the right to discipline, suspend or discharge any employee who participates in any improper strike, work slowdown, or work stoppage at the University, or interference with work of the University. No employee shall be disciplined, suspended or discharged for being unable to cross a picket line for safety reasons.

## Article 8      Grievance Procedure

### 8.01 Preamble

- (a) Nothing herein shall be deemed to preclude an employee from discussing problems, personal or employment related, with their supervisor, Chair/Director, or representative of FASR, provided no agreements are reached that are inconsistent with the provisions of this Agreement.
- (b) Nothing herein shall be deemed to preclude a supervisor, Chair/Director, Dean or senior University Administrator from meeting with the Union, provided any resolution reached is 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.
- (c) Nothing herein shall be deemed to preclude employees from discussing problems, personal or employment related, with their Union Designate, or to demand that their Union Designate be present at any meeting held pursuant to this Article.
- (d) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Agreement.
- (e) The University acknowledges that the Union has carriage of grievances; therefore, at any stage of the Grievance Procedure, the employee has the right to be represented by a Union Designate. Further, the Local Labour Relations Coordinator may attend any grievance meeting. The National Representative may attend the grievance meetings at the Formal Grievance Stage(s).
- (f) In order to ensure that grievances of employees are remedied in a reasonable, just and equitable manner, the University and the Union mutually agree that the procedure for submitting and dealing with grievances, shall be as indicated in the remainder of Article 8.
- (g) Through the Formal Grievance Stage(s), written communication shall be between the applicable Union and FASR representative. Written communication at the Informal Stage of the Grievance Procedure shall be between the employee(s) and the applicable FASR Designate and copied to the Union.
- (h) The University and the Union agree that all settlements/remedies reached through the grievance stage(s) between the representatives of the Parties will be final and binding upon the Parties and the employees.
- (i) The time limits in both the grievance stage(s) and arbitration stage may be extended only by mutual written consent of both Parties to this Agreement. Similarly, no step in the grievance procedure may be waived without mutual, written consent of both Parties to this Agreement.



- (j) Where no answer is given within the time limit specified, the grieving Party shall be entitled to submit the grievance to the next stage of the Grievance Procedure. Should the grieving Party exceed the above time limits, the grievance shall be considered to have been withdrawn.
- (k) Unless otherwise agreed to by the Parties, no grievance may be submitted to arbitration which has not been properly carried through all requisite stages of the Grievance Procedure.
- (l) Withdrawal of a grievance, for any reason, shall be understood to be without prejudice.
- (m) In the case of an employee who has been suspended or discharged, the employee has the right to submit a grievance in writing, signed by the employee and the Union, to the Assistant Vice-President, FASR (or designate), at the Formal Stage of the Grievance Process. A meeting will be held within five (5) days following the Union's receipt of notice of the suspension or discharge.
- (n) In the case where a former employee is disciplined for reasons directly related to their employment responsibilities following the completion of their most recent work assignment, the former employee has the right to submit a grievance in writing, signed by the former employee and the Union, to the Assistant Vice-President, FASR (or designate) at the Formal Grievance Stage. A meeting will be held within five (5) days following the employee's disciplinary action, and/or the Union has been made officially aware of the disciplinary action taken, as per Article 8.
- (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, upon request by the Union, provide to the Union in confidence the documentation upon which the Department based its decision not to hire that particular employee. This documentation shall be limited to application packages and hiring rubrics. If warranted, the grievance shall then proceed to the Formal Stage as per 8.03.
- (p) During the formal grievance stage, the University shall disclose other documents relied upon by the committee in making its decision which it deems relevant to the Union's grievance. FASR will not unreasonably deny the Union's request.

## 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.

- (b) The Chair/Director shall be allowed ten (10) days to seek information and advice and to communicate their decision, in writing, to the employee and copied to the Union. Failing settlement, the employee has the right to file a written grievance in the following manner and sequence. The timeline for filing a formal grievance shall start the day the Union receives a copy of the informal written response from the supervisor.
- (c) Failing settlement at the informal stage and within ten (10) days following receipt of notification of the decision, the employee has the right to present a written grievance to the Dean (or designate) of their College, or the Vice-Provost at the University of Guelph-Humber, and Assistant Vice-President, FASR (or designate), delivered to the Assistant Vice-President, FASR (or designate).

### 8.03 Formal Grievance Stage

- (a) An individual, group or policy grievance shall include the following:
  - (1) the date of presentation;
  - (2) the nature of the grievance and any supporting documentation which the grievor and/or Union believes is relevant in support of the grievance;
  - (3) where applicable the names of the grievor(s);
  - (4) the remedy sought;
  - (5) the Article, Section or Sections of this Agreement allegedly violated or the alleged occurrence said to have caused such grievance; and,
  - (6) the signature of the employee(s), where applicable, and the Union Designate(s).
- (b) It is agreed that an individual and a group grievance will not both be filed in reference to the same alleged violation of this Agreement within the same Department. Further, it is agreed that a policy grievance shall not be initiated where a group of employees could initiate a group grievance. Additionally, it is agreed that a policy grievance shall not be initiated where an individual employee could initiate an individual grievance.
- (c) The Dean (or designate) and Assistant Vice-President, FASR (or designate) shall convene a meeting within ten (10) days with the employee, and a Union Designate. With reasonable notice to the other Party prior to the meeting, either Party may have others attend who have information relevant to the specific grievance.
- (d) The Assistant Vice-President, FASR (or designate) shall reply, in writing, within fifteen (15) days of that meeting.

- (e) Failing settlement of the grievance, the Union, within fifteen (15) days of such decision, has the right to demand in writing that the matter be taken to arbitration in accordance with the procedure set out hereunder

#### 8.04 Group Grievance

- (a) A group grievance is defined as an alleged violation of this Agreement concerning two (2) or more employees.
- (b) Such group grievances shall be submitted in writing, signed by a Union Designate, and submitted to the Assistant Vice-President, FASR (or designate) within thirty (30) days after the occurrence of the matter that is the subject of the grievance.
- (c) A meeting to resolve the grievance shall be held within ten (10) days after the receipt of the written grievance and the Assistant Vice-President, FASR (or designate) shall provide a written response within twenty (20) days after receipt of the grievance.
- (d) If the group grievance is not resolved, the Union may notify the University, in writing, within twenty (20) days that it intends to proceed to arbitration pursuant to this Agreement.

#### 8.05 Policy Grievance

- (a) A policy grievance is distinguished from an individual employee's grievance or group grievance and is defined as a difference arising between the University and the Union as to the interpretation, application or alleged violation of a specified provision or provisions of this Agreement.
- (b) Such policy grievances shall be submitted in writing, signed by a Union Designate, or the Assistant Vice-President, FASR (or designate), as the case may be, and submitted to the Assistant Vice-President, FASR (or designate) or Union Designate, as the case may be, within thirty (30) days after the occurrence of the matter that is the subject of the grievance.
- (c) A meeting to resolve the grievance shall be held within ten (10) days after the receipt of the written grievance and the responding Party shall provide a written response within twenty (20) days after receipt of the grievance.
- (d) If the policy grievance is not resolved, the initiating Party may notify the other Party, in writing, within twenty (20) days that it intends to proceed to arbitration pursuant to this Agreement.

#### 8.06 Arbitration

- (a) If the University or the Union request that a matter be submitted to arbitration, it shall make such request in writing addressed to the other Party and at the same time state its

nominee or request that the matter be heard by a sole arbitrator and provide a list of no less than three (3) potential arbitrators.

- (b) Within ten (10) days thereafter, the responding Party shall name a nominee, provided however, that if the Party fails to name a nominee the appointment shall be made by the Minister of Labour upon the request of either Party. The two (2) nominees shall attempt to select, by agreement, a Chair of the Board of Arbitration. If they are unable to agree upon a Chair within a period of ten (10) days, either may then request the Minister of Labour to appoint an impartial Chair.
- (c) If the responding Party accepts that the matter will be heard by a sole arbitrator, the responding Party shall provide its own list of no less than three (3) potential arbitrators. The Parties shall, within ten (10) days of the exchange of lists, jointly agree on a sole arbitrator. If they are unable to agree upon an arbitrator within a period of ten (10) days, either may then request the Minister of Labour to appoint an arbitrator to hear the grievance.
- (d) Within ten (10) days of agreeing to a single arbitrator or a Board of Arbitration, a hearing will be scheduled. If the parties are unable to schedule a hearing within six (6) months, either party may require, in writing, that a new arbitrator or Board of Arbitration be selected. The process for doing so shall be the same as for other arbitrator/Board of Arbitration appointments.
- (e) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance. In the case of changes to the Labour Relations Act, the Parties agree to meet in order to discuss the effect of such changes on this Collective Agreement.
- (f) A sole arbitrator shall have the same powers and be subject to the same restrictions as a Board of Arbitration appointed under this Agreement. The responding Party shall within ten (10) days thereafter respond to such a proposal.
- (g) The Board of Arbitration or sole arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement. The jurisdiction of the Board of Arbitration or sole arbitrator shall be confined to the issue in dispute. The decision of the Board of Arbitration or sole arbitrator shall be final and binding upon the Parties. The decision shall be unanimous or one reached by a majority of the members of the Board, provided, however, that if there is no majority decision of the Board, then the decision of the Chair shall constitute the final binding decision of the Board.
- (h) In the event that a Board of Arbitration or sole arbitrator deals with a matter relating to discharge, suspension or disciplinary action, then the Board or arbitrator has the authority to reinstate an employee with or without compensation for wages and any other benefits

lost, or to make any other award it may deem just and reasonable which would be consistent with the terms of this Agreement.

- (i) Each of the Parties will bear fifty (50) percent of any expense of the sole arbitrator or the expenses of their nominee and the Parties will jointly bear the expense, if any, of the Chair of the Board of Arbitration.
- (j) The Party demanding arbitration shall be responsible for informing any third Party likely to be adversely affected:
  - (1) of the time and place of the sitting of the Board of Arbitration or sole arbitrator;
  - (2) of the matter to be placed before the Board or arbitrator; and
  - (3) of the right of that third Party to be present and represented.

## **Article 9      Discipline, Suspension and Discharge**

### 9.01

- (a) The University shall not discipline, suspend or discharge an employee without just cause.
- (b) It is acknowledged that if a disciplinary action is challenged through the grievance procedure, the onus rests with the University to demonstrate just cause.
- (c) In the event that allegations which have initiated disciplinary proceedings against an employee are subsequently shown to be false or unsubstantiated, all written documentation related to such allegations shall be destroyed and such false or unsubstantiated allegations shall not be relied upon in any future action.
- (d) The timelines indicated in this Article may be extended by mutual agreement of the University and the Union.
- (e) Sessional Lecturers covered by the terms of the Unit 2 Agreement shall not be required to exercise the management functions of discharging, reprimanding, suspending or otherwise disciplining Teaching Assistants assigned to them. The Sessional Lecturer shall be accountable for reporting concerns that may lead to such actions to their supervisor.

9.02 The University recognizes the principle of progressive discipline and shall utilize such an approach when addressing issues requiring a disciplinary response. It is acknowledged that disciplinary action with respect to employment matters may be subject to challenge through the grievance procedure.

9.03 The University shall, in the process of progressive discipline, use verbal then, if warranted, written warnings. In such cases (pursuant to 9.06), the employee shall be clearly informed that it is a verbal or written warning. The investigation of circumstances leading to a decision to take

disciplinary action and the communication of such disciplinary action shall be conducted in accordance with 9.06.

9.04 A written disciplinary warning shall precede more serious disciplinary action (i.e. suspension or discharge), except in the case of gross misconduct. The written disciplinary warning shall include a description of the improvement required and identify a reasonable time period in which to demonstrate the required sustained improvement in the area of concern.

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.
- (b) The investigation, in and of itself, is not considered to constitute discipline.
- (c) All investigations will be conducted as expeditiously as possible.
- (d) 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.
- (e) 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.
- (f) 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.
- (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.
  - (1) 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 Designate representative.
  - (2) 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.

- (h) 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.
  - (i) 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.
- 9.06 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 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).
- 9.07 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.
- 9.08 Employees have the right to review their full and complete Human Resources File no more than once (1) per semester and additionally once during a grievance process. The Union, with the employee's written consent, also has the right to review the employee's Human Resources File. In order to do so, employees and/or the Union shall submit their request in writing to FASR. An appointment for this review shall take place within three (3) days of receipt of the request.
- 9.09 With respect to consideration of information for decision making, hiring decisions are made in accordance with 11.04 and disciplinary decisions are made in accordance with 9.01.
- 9.10 Disciplinary records shall be retained in confidence in a sealed envelope in the Human Resources File and may only be considered when relevant to an employment-related decision.

## **Article 10      Assignment of Work**

10.01 An employee is expected to carry out the assigned duties/requirements to effectively teach, as determined by the Chair/Director (or designate) of their Department and subject to the provisions of Article 21, a University degree credit course(s). Such assigned duties/requirements shall include, but not be limited to, teaching, contact hours, preparation, demonstrating, supervision of field trips, grading and marking, student office visiting hours, Departmental activities and any other such duties as assigned.

10.02

- (a) The University agrees that the Chair/Director (or designate) of the employee's Department or Program shall 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.
- (b) At this meeting the employee and the Chair/Director (or designate) will discuss all relevant aspects of duties associated with the work assignment, including but not limited to the following: teaching assistant work assignment assistance; TA coordination/direction; contact hours; anticipated number of students; course content and material; library resources; course content previously taught; anticipated examinations and/or assignments; office hours; Departmental resources; and commitments to the Department and Departmental commitments to the employee (e.g., work components assigned per 10.01 and grading strategies).
- (c) Where an employee, subsequent to the above initial meeting, has reason to believe that they have been given unreasonable expectations, the employee may request a meeting with their Chair/Director (or designate) to resolve the problem. Additional meetings between the employee and their Chair/Director (or designate) may be required.

10.03 The University agrees that the assignment of work shall be consistent with the provisions of this Agreement.

10.04 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.



## Article 11 Postings and Appointments

### 11.01 Posting Procedure

- (a) Except as otherwise provided, all work assignments shall be posted as they arise using the standard posting format.
- (b) In order to provide consistency, where applicable, all 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) the type of work assignment (i.e., Sessional Lecturer) and level of appointment (i.e., 1.0 or, in exceptional circumstances, prorated);
  - (5) indication of whether the work assignment carries a possible Right of First Refusal in accordance to Appendix F (meaning a Sessional Lecturer has taught the course in any of the previous six (6) semesters);
  - (6) course information, including the course name and number, number of sections, class times and projected class enrolment;
  - (7) the start and termination dates for the work assignment(s);
  - (8) 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;
  - (9) the days and times required;
  - (10) required and preferred qualifications (academic and/or professional);
  - (11) wage rate per hour and total;
  - (12) application deadline;
  - (13) hiring contact information, including a posting email address;
  - (14) the status of the posting;

- (15) any applicable equity provisions;
  - (16) 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,
  - (17) a 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 and a link to the Union's website.
- (c) Where a course has both In-Class and DE sections, the DE section(s) shall be posted separate from the In-Class section(s).
  - (d) In situations where the University anticipates that the work assignment may be available for two (2) or three (3) semesters, the posting shall clearly indicate this possibility. The decision to appoint an employee for more than one (1) semester at a time shall be at the sole discretion of the University. In addition, the start and end dates for these appointments shall coincide with those established by the University. The appointments in such a case shall be made in accordance with the existing provisions of the Collective Agreement as they pertain to a single work assignment.
  - (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.
  - (f) The University shall respond to inquiries from the Union regarding posting criteria as specified in (a), (b), (c), and (d). The Union shall notify FASR in writing of postings which in the Union's view do not comply with the requirements of (a), (b), (c), and (d). The University shall consult with the appropriate Union Designate(s) within two (2) days of receipt of such notice, and where the Parties agree the posting did not meet the posting criteria as specified in (a), (b), (c), and (d), FASR will provide, within ten (10) days, a written response to the Union outlining any remedial actions taken.
  - (g) Upon request by the Union, the University shall expedite the processing of any grievances respecting postings, or appointments made under 11.02 (b) and (c) in accordance with Article 8 (with a Formal Stage Grievance meeting set up within five (5) days of receipt of the grievance).

#### 11.02

- (a) All assignments of work, excepting circumstances arising as per 11.02 (b) and (c), 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 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:
- (1) when an employee withdraws from a work assignment;
  - (2) if an unanticipated work assignment occurs;
  - (3) when a work assignment becomes available after the first day of classes as a result of illness or resignation;
  - (4) when a work assignment is offered to an employee who then declines to accept it; subject to Appendix F, when a work assignment is offered to a University of Guelph PhD student as part of their program requirements.
- (c) Where circumstances apply as per 11.02(b), the University shall offer the work assignment to employee applicants with active applications as per the regular assignment procedure. In instances where there are no applicants, no suitable applicants, or when time and/or operational needs require that the regular assignment procedure be suspended, the University shall assign the work to a qualified person as per 11.04 in the following [order](#):
1. Current CUPE 3913 employees who applied for that specific semester and course;
  2. Individuals who have current applications on file with the academic unit (generally within the past four (4) semesters);
  3. A person deemed suitable by the academic unit.
- The University shall inform the Union, in writing, within ten (10) days following such assignments.
- (d) Where a Department has reason to believe that a single course shall be available for posting over a period of two (2) or three (3) consecutive semesters, the Department may post the available work over the applicable period as a single work assignment.

### 11.03 Applicant Profile and Online Application Process

- (a) All applicants for work assignments, except those employees 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 exercising a Right of First Refusal per Appendix F shall do so through the online hiring system. The employee who is 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 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. Except in extenuating circumstances, failure to accept will be deemed as a refusal to exercise their Right of First Refusal.

- (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 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 submitted for the sole purpose of assessing suitability for employment (including by contacting any references 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.
- (g) It is the responsibility of the candidate to demonstrate evidence of qualifications at the time of application.

#### 11.04 Selection Process

- (a) The University will ensure a process consistent with the provisions of the Collective Agreement, for the selection of candidates for available work assignments. A copy of the written process will be provided to the Union.
- (b) In all cases of work assignment competition, the University shall only include qualifications (academic and professional), teaching competence, capability, skill and ability, and prior

relevant experience. In cases where applicants are demonstrably equal in the opinion of the University the senior applicant shall be awarded the work assignment.

(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 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.
  - (ii) At least one member of the Committee 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).
  - (iii) The Chair of the Selection Committee must ensure that all members of the Committee have attended an orientation session with DHR and FASR at least once during each three-year cycle.
  - (iv) The Selection Committee must establish a rubric for evaluating applicants' qualifications in advance of reviewing applications.
- (d) Following completion of the hiring process, the Department shall make available electronically in the Department a summary of all semester work assignments indicating the course and employee(s) assigned to the course. The summary will be posted no later than immediately following the second pay period of the semester.

#### 11.05 Offers of Work Assignment

- (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 accept the offer within the specified time frame will be deemed as a refusal of the work assignment.
- (b) In order to provide consistency, where applicable, all Offers of a Work Assignment shall include the following:

- (1) a statement that indicates that this work assignment is covered by an Agreement between the University of Guelph and CUPE Local 3913 and a link to the Union's website;
  - (2) The contact email for the President: [president@cupe3913.on.ca](mailto:president@cupe3913.on.ca);
  - (3) department/school;
  - (4) date of the offer;
  - (5) name of employee, address, phone;
  - (6) type of appointment;
  - (7) the level of appointment (i.e., 1.0/full; Other/Pro-Rated);
  - (8) additional details with respect to the work assignment;
  - (9) course information, as applicable;
  - (10) supervisor;
  - (11) lecture days and times (as applicable);
  - (12) start and end dates;
  - (13) wages;
  - (14) the response to the Offer of Appointment must be made online, a copy of which will be made available to the employee;
  - (15) an opportunity for the employee to request a printed copy of the Collective Agreement; and,
  - (16) 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 you 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.
- (c) A link to the Employment Equity survey will be provided.

11.06

- (a) The University agrees that no work or function performed by members of the Bargaining Unit shall be contracted out when doing so shall result in a Bargaining Unit member not being rehired. It is understood that such work or function (having been performed by the affected member(s) of the Bargaining Unit), when done by Faculty, Staff, Contract Faculty, or persons recognized in Article 2.01 (a) through (i) inclusive shall not be considered to be “contracting out”.
- (b) In the event that the University proposes to contract out work that is or has been performed by members of the Bargaining Unit, the University shall inform the Union of its intent and allow the Union an opportunity to make a presentation on the proposal.

11.07 The University shall, once each semester, report to the Union the number of courses being taught by regular faculty on overload and retired faculty. The report shall include the number of courses being taught by each category of employee on a Departmental basis.

11.08 No employee will be permitted to work more than twelve (12) full work assignments per year with no more than five (5) full work assignments in any one semester. Members who held more than twelve (12) full work assignments in a single academic year during the 2016 – 2019 Collective Agreement will be grandparented based on the highest number of courses held in a single academic year during that Agreement.

## **Article 12 Course Cancellation**

- 12.01 The University agrees that once an offer of employment has been issued or an invitation to exercise a Right of First Refusal, there shall be no layoff or reduction in normal earnings for any member of the Bargaining Unit, except by reason of course cancellation due to unreasonably low enrolment.
- 12.02 Where an employee suffers a reduction in normal earnings due to course cancellation as a result of unreasonably low enrollment in a course, a cancellation stipend of \$600 shall be paid if the cancellation occurs prior to the start date of employment. Should the cancellation occur after the start date of employment but prior to the end of the second full week of classes for that particular work assignment, the employee shall be paid one-third (1/3) of the established full pay for the whole assignment. Should the cancellation occur after the end of the second full week of classes for that particular work assignment, the employee shall receive the established full pay for the whole assignment.



## Article 13 Performance Evaluations

### 13.01

- (a) The performance evaluation of any employee shall be conducted in accordance with established University policy and treated as confidential information between the employee and the University unless the employee chooses to share it with the Union. The results of such an evaluation shall not be used for the purpose of denying continuation in the academic program in which they are currently registered. Employees shall be provided with a copy of the evaluation within ten (10) days of such evaluation. The performance evaluation shall not be included in the employee's academic file.
- (b) An employee's work performance shall not be applied in any form against their academic pursuits at the University except with the written request of that employee. If an employee is also a student at the University their academic record shall not impact their employment in the Bargaining Unit unless required as part of the University's hiring criteria.
- (c) Chairs/Directors shall ensure that, at least once a semester, they engage employees in constructive, on-going dialogue about aspects of the employee's performance. Such informal and ongoing dialogue shall not form part of the information provided to the Performance Evaluation Committee for performance evaluation purposes. Self-evaluation, if used, shall only form part of the formal process if it is done in writing and the employee agrees to have it included.

13.02 Performance evaluations of employees shall be conducted by the Performance Evaluation Committee. Such a committee shall consist of the Chair/Director and at least two (2) Faculty members. At the University of Guelph-Humber, such a 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 state whether the employee has performed satisfactorily in the duties associated with their work assignment. Where an employee is given an overall rating of "Improvement Required" or "Unsatisfactory", constructive feedback will be provided for correcting the concerns. A timeline for correcting the concerns will also be provided. Should the employee fail to improve their performance within the timeline provided to the employee, the University 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.
  - (f) 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 Performance Evaluation Committee’s guidelines, prior to being evaluated. Evaluations are intended to be constructive and developmental in nature.
- 13.04 There shall be no electronic monitoring of employees by any member of the University, for any purpose without the written consent of the employee. Such consent may be withdrawn at any time, in writing.
- 13.05 Employees shall be given at least five (5) days’ notice that a performance evaluation is to be conducted. Such evaluation shall take place at a mutually agreeable time.
- 13.06 All performance evaluations shall be in writing and based solely on the duties associated with an employee’s work assignment. Employees will be entitled upon request to the Chair/Director, to review their file prior to it going before the Performance Evaluation Committee. The employee shall be provided the opportunity to append any information to the file which the employee feels is relevant to the evaluation process.
- 13.07
- (a) Student evaluations of Sessional Lecturers may form only one part of the information considered in the evaluation of employee performance.
  - (b) In the event that student evaluations do form part of an employee evaluation, those student evaluations will not be the sole purpose for denying a work assignment to an employee.
  - (c) Unsigned comments from student evaluations will not be used unless agreed to by the employee.
  - (d) Student response rate will be an important consideration in the employee evaluation process.
- 13.08 Where an employee challenges their performance evaluation through the Grievance Procedure, the employee and/or Union, prior to the first meeting as specified in the Grievance Procedure, may request in writing (and shall receive within five (5) days of such request), any records and/or documentation that were used as a basis for the evaluation.

**Article 14 Wages**

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, 2019: 0.75% base to Schedules A, B, and C.

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

Effective September 1, 2021: 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, 2019	Sept. 1, 2020	July 1, 2021	Sept. 1, 2021	Sept. 1, 2022
	0.75%	0.75%	1.00%	0.75%	1.85%
Step 1	\$ 7,430.26	\$ 7,485.99	7,560.85	\$ 7,617.56	\$ 7,758.48
Step 2	\$ 7,589.14	\$ 7,646.06	7,722.52	\$ 7,780.44	\$ 7,924.38
Step 3	\$ 7,748.04	\$ 7,806.15	7,884.21	\$ 7,943.34	\$ 8,090.29
Step 4	\$ 7,906.94	\$ 7,966.24	8,045.90	\$ 8,106.24	\$ 8,256.21
Step 5	\$ 8,065.80	\$ 8,126.29	8,207.55	\$ 8,269.11	\$ 8,422.09
Step 6	\$ 8,224.69	\$ 8,286.38	8,369.24	\$ 8,432.01	\$ 8,588.00
Step 7	\$ 9,720.16	\$ 9,793.06	9,890.99	\$ 9,965.17	\$ 10,149.53

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**

	Sep 1, 2019	Sept. 1, 2020	July 1, 2021	Sept. 1, 2021	Sept. 1, 2022
	0.75%	0.75%	1.00%	0.75%	1.85%
Wage	\$ 45.11	\$ 45.45	\$ 45.90	\$ 46.24	\$ 47.10

**Schedule C - Music Instructor Rates (Hourly)**

	Sept. 1, 2019	Sept. 1, 2020	July 1, 2021	Sept. 1, 2021	Sept. 1, 2022
	0.75%	0.75%	1.00%	0.75%	1.85%
Step 1	\$ 53.82	\$ 54.22	\$ 54.76	\$ 55.17	\$ 56.19
Step 2	\$ 55.18	\$ 55.59	\$ 56.15	\$ 56.57	\$ 57.62
Step 3	\$ 56.54	\$ 56.96	\$ 57.53	\$ 57.96	\$ 59.03
Step 4	\$ 57.90	\$ 58.33	\$ 58.91	\$ 59.35	\$ 60.45
Step 5	\$ 57.90	\$ 58.33	\$ 58.91	\$ 59.35	\$ 60.45
Step 6	\$ 57.90	\$ 58.33	\$ 58.91	\$ 59.35	\$ 60.45
Step 7	\$ 70.19	\$ 70.72	\$ 71.43	\$ 71.97	\$ 73.30

14.02 Wages are paid bi-weekly on Thursdays.

14.03 Wage schedules, as agreed to in this Collective Agreement, do not prevent the University from paying above the Schedule A or Schedule B maximum. In such circumstances, the University will advise the Union that it is paying a Sessional Lecturer above the Schedule maximum.

14.04

- (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 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).

14.05 Music Instructors will be paid in accordance with Schedule C.

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 \$75 for each additional five (5) students per work assignment, over the forty-five (45) student minimum rate, to a maximum of an additional \$375.00 per work assignment. A cap on the amount of remuneration they receive does not imply a maximum number of students per class.

14.07 It is agreed that management may pro-rate work assignments based on either percentage of workload (based on a full semester work assignment) or the percentage of time (based on a full semester). Such prorating may recognize a work assignment in which a Sessional Lecturer is employed to complete less than the equivalent of a full semester work assignment, or may recognize a work assignment in which a Sessional Lecturer is employed to complete more than the equivalent of a full semester work assignment. In such atypical situations, the Union shall be advised in writing of the pro-rating. As required, a meeting will be called to discuss the specific work assignment and the implementation arrangements. The meeting will be held no less than fifteen (15) days prior to the work assignment being posted, except in circumstances in which the work assignment was not anticipated. In such circumstances, the Union will be advised as

soon as possible following the University having become aware of the need for the unanticipated work assignment, and, as required, a meeting will be called within five (5) days.

14.08 No employee shall move down the grid so long as they maintain their seniority.

14.09 It is understood that the wages specified in Schedule A are inclusive of 4% vacation pay.

14.10

- (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 their 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 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 - \$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).
- (c) It is understood that the above amounts are not cumulative.
- (d) Each Academic Unit shall have a promulgated process for assigning teaching assistants that is fair, equitable and transparent. The Department shall provide a link to this policy in the Unit 2 work assignment offer.

14.11 Supplemental Payment for Preparatory Work for Sessional Lecturers

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 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 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).

## **Article 15 Office Space and Facilities**

- 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.
- 15.02 The University agrees to provide all employees with adequate access to, and use of, libraries, laboratories, course materials, duplicating services, office supplies, computing facilities, software, audio visual equipment, and any other University facilities required in the performance of, and preparation for, their contractual responsibilities at no cost to the employee, subject to the prior written approval of the employee's supervisor. Such approval shall not be unreasonably withheld. No employees shall be disciplined for being unable to fulfill their duties due to lack of access to a University computer.
- 15.03 The University agrees to provide employees with adequate and secure space, at no cost to the employee, for the storage of materials related to the academic enterprise, which the University has deemed to be confidential and/or sensitive in nature.

## **Article 16 Health and Safety**

16.01 The University and the Union acknowledge that the University and its employees have duties and responsibilities with regard to 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

- (a) The University shall make all necessary and advisable provisions (per the Central Joint Health & Safety Committee) for the occupational health and safety of employees.
- (b) The University shall provide training in the use of special equipment whenever it is required that the employee use such equipment as part of their work assignment. The time spent for training shall be included as part of the work assignment.
- (c) The University shall provide (at no cost to the employee) and employees shall wear appropriate protective clothing, and/or other devices (e.g., emergency phone), which the University deems necessary to protect employees from workplace injury or hazard.
- (d) The University and the Union agree to participate in Local Joint Health & Safety Committees. All time spent at a Local Joint Health & Safety Committee's official meetings by an employee as a representative of the Union, shall be considered paid time and counted as either part of their semester hours of work or shall be paid at the appropriate wage rate, whichever is applicable as soon as possible following their confirmed attendance at the meeting.
- (e) Further, all time spent at the Central Joint Health & Safety Committee's official meetings by an employee as a representative of the Union, shall be considered paid time and counted as either part of their semester hours of work or they shall be paid at the appropriate wage rate, whichever is applicable. It is understood that only one (1) employee in the Bargaining Unit may make this claim per semester and that the maximum number of hours that an employee may claim will be in accordance with the provisions of the Occupational Health and Safety Act.

16.03

- (a) In accordance with the applicable provisions of the Ontario Health & Safety Act, the University acknowledges the employee's right to refuse or stop working where the employee believes that their health and/or safety is in danger.
- (b) It is understood that no employee shall be disciplined in any way for having exercised their right to refuse work where the employee believes that their health and/or safety is in danger.

16.04 Normally, hazards in the workplace are reported to the employee's immediate supervisor. An employee working outside of normal business hours, who identifies a workplace hazard, shall report the hazard to the University's Campus Police when the employee's immediate supervisor or Chair/Director cannot be reached. Campus Police will provide a report to the employee's Chair/Director and to Environmental Health & Safety as soon as possible for investigation.

16.05 The University has a zero-tolerance policy towards violent behaviour in the workplace. Workplace violence is defined as any incident in which an employee is threatened, coerced, abused or sustains physical, emotional, or psychological harm or injury in, at, or related to the workplace. It includes:

- (a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- (b) Any attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or,
- (c) A statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to a worker in a workplace. Any reports of harassment, abuse or violence against or by an employee shall be investigated by the University and reported to the Union, along with the University's response to same.
  - (1) It is expected that employees will report incidents of workplace violence to their immediate supervisor (and/or Campus Police as specific circumstance dictates) and, as necessary, file an incident report detailing the incident including any directly related damage to property. Such incidents reported to supervision will be investigated, and, as appropriate, a summary report of such investigation will be provided to the co-chairs of the Central Joint Health & Safety Committee.
  - (2) The Parties agree that information and training with respect to workplace violence is essential in promoting a safe and security conscious work environment and will work jointly to continue to enhance efforts in this regard.
  - (3) In the event that an employee is unable to work scheduled hours as a result of an incident as defined in this clause, the employee will not lose any compensation for those scheduled hours.

16.06 International Day of Mourning

Further to the Collective Agreement between the Canadian Union of Public Employees, Local 3913, Units 1 and 2 and the University of Guelph, it is agreed that the University and the Union shall recognize the International Day of Mourning, for workers killed or injured on the job on such date (April 28) officially established each year, and in recognition, develop and publish a



joint proclamation respecting the above. The University agrees to lower all flags flown at the workplace to half-mast in honour and in recognition of the Day of Mourning.

## **Article 17 Leaves of Absence**

### 17.01 Short-term Medical Leave

- (a) An employee who is ill and unable to fulfill their hours of work shall be granted short-term medical leave with pay to a maximum of nine (9) hours (for which hours of work are scheduled) per appointment, per semester.
- (b) An employee claiming more than three (3) consecutive hours' short-term medical leave may be required to provide a medical certificate. Further, unused short-term medical leave will not be accumulated from one (1) semester to the next.
- (c) An employee shall give notice to their immediate supervisor, or designate, of any illness that will prevent them from performing their duties.
- (d) An employee who is ill and unable to fulfill their hours of work for more than nine (9) hours shall be granted unpaid medical leave for the duration of their illness. Where the employee has previously held RoFR to the course, the RoFR will be extended as if the course had been successfully completed and a seniority point awarded. Where the employee did not hold RoFR prior to the leaves per Appendix F, and where the sessional lecturer has successfully completed at least 50% of the work assignment, the employee will earn Right of First Refusal. Where the employee without prior RoFR has worked at least one day of the work assignment, the employee will earn a seniority point.

### 17.02 Parental/Pregnancy Leave

#### (a) Purpose of Parental/Pregnancy Leave

Parental leave is offered to accommodate employees who bear children and/or who remain at home to care for children during the post-delivery or post adoption period.

#### (b) Eligibility for Parental/Pregnancy Leave

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

- (1) the employee must have worked for the University for at least thirteen (13) weeks in the three (3) semesters immediately preceding the anticipated date of delivery or adoption; and
- (2) the employee must provide appropriate documentation of the birth or adoption of the child; and

- (3) the employee shall provide at least two (2) weeks written notice to their supervisor of the intent to commence parental/pregnancy leave; and,
- (4) where both parents are qualified to take leave under this Article, the leave may be shared.

(c) Paid Parental/Pregnancy Leave

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 (EI) 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.

(d) Unpaid Parental/Pregnancy Leave

- (1) Eligible parents (per 17.02 (b)) are entitled to seventeen (17) weeks unpaid parental/pregnancy leave. This leave may commence up to seventeen (17) weeks prior to the expected date of delivery. In addition, as per EI, birth mothers are entitled to an additional thirty-five (35) weeks of unpaid parental leave, and other eligible parents an additional thirty-seven (37) weeks of unpaid leave. This leave must commence within fifty-two (52) weeks of the birth or adoption.
- (2) Other eligible parents who have worked for the University for thirteen (13) weeks in the three (3) semesters immediately preceding the anticipated date of delivery or adoption, are entitled to thirty-seven (37) weeks of unpaid parental leave. This leave must commence within fifty-two (52) weeks of the birth or adoption.

- (e) An employee who is currently on an active work assignment or assignments (or currently carries the RoFR) and commences an approved parental/pregnancy leave shall be deemed to have taught the course assigned for the purposes of Right of First Refusal.

### 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 five (5) days on which work has been scheduled. Immediate family is defined as: parent, stepparent, guardian, spouse, common-law spouse (including same-sex partner), child, ward, stepchild, brother, sister, stepbrother, stepsister.

- (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) 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, grandchild, grandparent, aunt, uncle, niece, nephew.
- (c) Upon request, in the event of the death of a close companion, an employee shall be granted, at the time of death, a leave of absence with pay for one (1) day for which work has been scheduled. (Note: It is understood and agreed that companion means a person).
- (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) days of unpaid leave in addition to the paid leave available as applicable under (a) or (b).
- (e) If requested, additional time off without pay may be granted by the Chair/Director. Such time shall not be unreasonably withheld.

#### 17.04 Family Responsibility Time

- (a) It is agreed that the provision of Family Responsibility Time, separate from short-term medical leave, is intended to assist an employee in balancing their family and work responsibilities. Short-term medical leave shall be used only to provide an employee with income during their own illness.
- (b) Upon request, (in advance if possible) an employee shall be granted three (3) hours (for which work has been scheduled) of paid Family Responsibility Time per semester to attend to family responsibilities. For the purposes of this provision, family is defined as spouse (or equivalent), child, stepchild, parent or stepparent. Unused Family Responsibility Time shall not accumulate from one (1) semester to the next.
- (c) In circumstances in which the employee requires additional Family Responsibility Time (i.e., in excess of the three (3) hours provided in 17.04 (b)), it is the responsibility of the employee to make up for any contact hours and/or any student visiting office hours that were missed. These arrangements shall be made in consultation with their supervisor in order to avoid a loss in pay.

#### 17.05 Academic Conference Leave

If an employee is attending an academic conference, the employee and the supervisor may re-schedule the employee's work such that the employee may attend without any loss in pay. Should reasonable arrangements not be possible, the supervisor may grant paid leave of up to two (2) days on which hours of work have been scheduled per semester to attend academic conferences.

17.06 Jury Duty

Upon written request, supported by a copy of the supporting court documents, an employee shall be granted paid leave to appear for or serve jury duty, provided that such appearance and/or service actually conflicts with the employee's scheduled hours.

17.07 No Loss of Seniority

An employee exercising their right for leave under this Article shall suffer no loss of seniority.

17.08 Accommodation of Childcare

Supervisors shall consider requests from employees for scheduling and rescheduling of assigned duties and student contact hours in order to accommodate childcare arrangements. Supervisors shall make every reasonable effort to accommodate such requests.

17.09 Arbitration Hearing Leave

If a hearing for a matter submitted to arbitration as per 8.06 is scheduled before an employee is offered a work assignment and the employee must attend the hearing as the grievor, a witness, or a party adversely affected, the employee and the supervisor may reschedule the employee's work such that the employee may attend without any loss in pay. Should reasonable arrangements not be possible, the supervisor shall grant paid leave of up to three (3) days on which hours of work have been scheduled per semester to attend arbitration hearings.

17.10

An employee on an active work assignment exercising their right for leave under this article shall be deemed to have successfully taught the course for the purposes of Right of First Refusal where the employee has successfully completed at least 50% of the work assignment.

**Article 18      Vacations and Holidays**

18.01

- (a) No employee shall be required to work on any day designated as a holiday by the University's calendar.
- (b) Where an employee is required to work on any day designated as a holiday by the University calendar, the employee shall be remunerated at the rate of pay as specified in Schedule B over and above their regular pay.

18.02 An employee shall be entitled to reschedule their hours of work with no loss of pay to observe established holy days as per their religious beliefs. The employee shall notify their 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 themselves with established holy days as listed by the University of Guelph's Office of Diversity and Human Rights.

## Article 19 Benefits

### 19.01 University Health Insurance Plan (UHIP)

- (a) The University shall provide, on an annual basis, a fund for the purpose of reimbursement offset of the premium costs under the 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

The Fund shall be disbursed proportionally among 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 semesters. Prior to electronic reimbursement, via payroll, FASR will provide notification to the Union of the names and applicable reimbursement amounts 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 paycheque 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 last academic year of the life of the Agreement will be transferred to the Supplemental Benefit Plan.

### 19.02 Supplemental Benefit 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

(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. 19.02 (a) and 19.02 (b) is to provide the above-noted payments to the Union within the relevant time periods. The Union will indemnify and save the University harmless from any and all claims which may be made against it by an employee(s) for amounts provided in this Article.

#### 19.03 Grand-parented Benefits for Members Hired Before September 1, 2007

In reference to Appendix E, employees who are hired after March 23, 2011 are eligible for post-retirement benefits if at the time of retirement they have at least ten (10) years of pension credited service with the University, are enrolled in the Health and Dental group benefits prior to retirement and commence receiving the University pension immediately upon termination/retirement.

#### 19.04 Pension

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.

#### 19.06 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 20 Seniority**

20.01 Employees shall accrue seniority in the Bargaining Unit on the following basis:

- (a) from an employee's first semester of employment in the Bargaining Unit;
- (b) one (1) seniority point shall accrue for the successful completion of each work assignment; and,
- (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.

20.02

- (a) Seniority shall not be lost or reduced for any reason except dismissal, resignation, or failure to obtain a Bargaining Unit work assignment for a period of eight (8) consecutive semesters.
- (b) Resignation from a work assignment shall result in the loss of that particular seniority point only.
- (c) Failure to complete a work assignment due to illness shall not result in the loss of the seniority point for that assignment.
- (d) An accurate relative seniority list shall be maintained by the University, with electronic access provided to the Union. Employees will be provided with electronic access to the seniority list for any department in which they have worked.
- (e) Subject to satisfactory performance, a Sessional Lecturer who obtains an appointment as a contractually limited faculty member with the University, shall retain their Bargaining Unit seniority accrued up to the point of commencing the contractually limited appointment, for a period of eight (8) semesters immediately following the completion and non-renewal of the contractually limited faculty appointment.

20.03 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.

20.04 Employees with ten (10) or more seniority points shall be granted an interview for any faculty positions to which they apply and for which they are demonstrably qualified to hold the position according to the advertised qualifications. A link to the website where faculty postings are hosted shall be included in the Unit 2 hiring website.

## **Article 21 Academic Freedom**

21.01 Within the limits noted in this Article, the University accepts its responsibilities to employees in upholding their right to academic freedom. Academic freedom is defined as the freedom to undertake the following without fear of institutional censorship:

- (a) teach and learn; and
- (b) to speculate and comment, criticize and express divergent opinions without deference to prescribed doctrine (but subject to the Human Rights Code and the University of Guelph Human Rights Policy and Procedures document), as well as the right to criticize the University at large.

21.02 In agreeing to work assignments, employees accept their responsibility for completing said work assignments with due regard for any and all Province of Ontario laws, University of Guelph policies and procedures, provisions of this Collective Agreement, and all University identified limitations in course design, content, and methods for delivery. The University shall identify those policies and procedures that are applicable to employees.

21.03 Subject to 21.01, when work assignment's objectives, content and delivery are fully and carefully prescribed by the University, employees shall responsibly and completely fulfill said work assignments as prescribed. In prescribing such objectives, content and delivery, the University shall also provide the training, workplace facilities and support services that, after consultation with the employee, it deems both essential and necessary.

21.04 When work assignments permit employees to have a wider degree of latitude than is possible in assignments included in 21.03, employees may develop and deliver said assignments once the course content and structure have been approved by the Chair(s)/Director(s) of the unit(s) concerned. Such approval shall not be unreasonably denied.

## **Article 22      Technological Change**

- 22.01 No employee shall suffer a reduction of regular earnings as a result of any technological change introduced during a work assignment.
- 22.02 The University shall, prior to implementation, inform the Union of any significant technological changes (including for example, any plan to significantly change methods of course delivery) which when implemented will directly affect the employees of the Bargaining Unit. In such cases, the Union and employees shall be provided at least thirty (30) days notice of such change. This will be facilitated through the Labour/Management Committee. Upon receipt of such notice, the Union may request, in writing to the Assistant Vice-President, FASR, that the Labour/Management Committee convene a meeting, during the thirty (30) day period, with appropriate representatives of the University (as determined by the University) to provide the Union the opportunity to make a presentation on the issue including suggestions for minimizing any negative impact to employees directly affected by the changes.

**Article 23      Duration**

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

SIGNED on August 18, 2020, at Guelph, Ontario.

On Behalf of CUPE Local  
3913 (Unit 2)

On Behalf of the  
University of Guelph



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Dr. Scott Duchesne  
President  
CUPE Local 3913

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Laurie Arnott  
Assistant Vice-President  
FASR

## **Appendix A Policy on HIV/AIDS**

The University of Guelph recognizes the importance of educational programs to increase awareness of HIV/AIDS-related issues, decrease stigma for people living with HIV/AIDS, and to support the health and well-being of its students and employees. The University encourages the development of educational programs about HIV/AIDS and related social issues for students and employees. The University of Guelph will not discriminate against any student or employee living with HIV or AIDS. Particularly:

- (a) The University of Guelph will not refuse admission to any qualified student living with HIV or AIDS;
- (b) The University of Guelph will not refuse employment to any qualified applicant living with HIV or 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 Student Health Services and at Occupational Health and Wellness if they so elect. The University of Guelph will not track HIV testing of its students or employees;
- (d) If and when situations related to HIV or AIDS arise and cause concern, the University will respond to each case on its own merits. In such cases the University will seek informational expertise on HIV-related issues from another party. This may involve liaison between University Departments, Health Services and off-campus medical experts, including the Medical Officer of Health;
- (e) The University of Guelph will not release the name and/or photo in conjunction with a person's HIV status, unless required to do so by law;
- (f) Individuals and parties that may receive information about an individual's HIV status when processing medical claims, doctor's notes, or in any other circumstances will keep this information confidential.

Note: The above policy may be amended from time to time.

## **Appendix B Definition of Sexual and Gender Harassment**

For the purposes of Human Rights at the University of Guelph, sexual and gender harassment are deemed to include, but are not limited to:

- (a) unwanted sexual attention or behaviour, consisting of one (1) or a series of incidents by an individual or group who knows or ought reasonably to know that such attention is unwanted;
- (b) unwanted sexual activity of a physical nature, including intercourse;
- (c) harassment on the basis of sexual orientation;
- (d) implied or expressed promise of reward for complying with a sexually oriented request;
- (e) actual reprisal or an implied or expressed threat of reprisal for refusal to comply with a sexually oriented request;
- (f) actual denial of opportunity or an implied or expressed threat of denial of opportunity for refusal to comply with such a request;
- (g) behaviour based on sex when it has the effect of creating an intimidating, hostile or offensive environment for work, study or University life;
- (h) demeaning or belittling remarks, jokes, slurs, innuendoes or taunting about the sex or body of an individual or group; and
- (i) displaying in University areas pictures, graffiti or materials that denigrate one of the sexes.

Sexual and gender harassment can be physical, verbal, visual or written (including electronic media); can involve individuals or groups; can be one (1) incident or a series of incidents; and can occur on campus or off, during working hours or not. Sexual harassment does not refer to relationships between responsible, consenting adults.

Note: The above definition may be amended from time to time.

## **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:

2019/20 - \$41,000

2020/21 - \$48,000

2021/22 - \$55,000

2022/23 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>

## **Appendix D Sessional Lecturer Study/Development Fellowships**

Established by the Provost, in consultation with CUPE Local 3913, the Study/Development Fellowships will enable long-serving Sessional Lecturers (who hold Right of First Refusal) to maintain and enhance their quality as scholars. The awarding of the Fellowship enables the University to maintain and enhance excellence through the Sessional Lecturer's subsequent contributions to its teaching programs.

A Sessional Lecturer approved for the Study/Development Fellowship will receive the equivalent of the wage rate for their most recent work assignment. Fellowships granted will not impact the Sessional Lecturer's Right of First Refusal and the Sessional Lecturer is not precluded from exercising their Right of First Refusal to work assignments during the Fellowship Semester, or from applying to posted work assignments during the semester in which the Fellowship is granted.

To satisfy the purpose of this Fellowship, it is necessary that scholarly objectives are being sought and that study/development activities are consistent with these objectives.

Number of Fellowships and Eligibility for Application:

- (a) A maximum of seven (7) such Fellowships per academic year shall be made available through application by Sessional Lecturers with either a minimum of ten (10) seniority points accumulated over a minimum seven (7) year period; or a minimum of fourteen (14) seniority points.
- (b) No more than one (1) approved leave will be granted to an individual Sessional Lecturer in any five (5) year period.

Application and Decision Process:

- (a) A joint (i.e., University and CUPE Local 3913) call for applications from all Sessional Lecturers who meet the eligibility criteria shall be posted on the Provost's website, and the CUPE Local 3913 website and circulated to all Academic Units at the beginning of May each year.
- (b) An eligible Sessional Lecturer shall be able to make application to their 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 their recommendation to the Associate Vice-President (Academic).
- (c) The written application for the Fellowship will include:
  - (1) a statement of goals;
  - (2) a plan of scholarly activity;
  - (3) an up-to-date Curriculum Vitae.



- (d) The Associate Vice-President (Academic) shall inform all applicants, in writing, of the results of their decision by August 1 each year.
- (e) Appeals of the decision of the Associate Vice-President (Academic) may be made in writing within ten (10) days of receipt of the decision to the Provost and Vice-President (Academic). The Provost shall be provided ten (10) days to reach their decision and notify the appellant Sessional Lecturer in writing. The decision of the Provost shall be final and not subject to grievance or further avenue of appeal.

Reporting:

- (a) Fellowship awardees shall be listed on the FASR website.
- (b) Within thirty (30) days of completion of the Fellowship, the Sessional Lecturer will provide to the Associate Vice-President (Academic) a summary report of the activities undertaken and achievements during the Fellowship semester.
- (c) By September 1 each year, the Union shall be notified of the number of applications received and the number of Fellowships granted for the upcoming Fall and/or Winter and/or Spring semesters.

## Appendix E Group Benefits

This Appendix pertains solely to employees who were hired before September 1, 2007.

### (a) Benefits Eligibility Requirements

Participation in group benefits is optional but members must enroll within 30 days of meeting the eligibility criteria. Late enrolments are subject to approval of medical evidence to Sun Life and, for dental insurance, a limitation on coverage during the first year. For eligibility:

- (1) At the time of enrolment the employee's appointment must be greater than six (6) months in duration or the sum of the current and established consecutive appointment must be greater than six (6) months in duration. For the purpose of initial eligibility consecutive appointments cannot be separated by more than 3 weeks.
- (2) Once enrolled, to maintain participation, the member must be in an appointment that is a minimum of four (4) months in duration and is not separated from the previous appointment by more than eight (8) months. Unpaid periods without an appointment are not eligible unless they qualify under (4).
- (3) The employee must be employed for the minimum workload required as described below.

% Workload	Benefit	Eligible	Effective
35-50%	Life/EHC	Yes	Upon hire
35-50%	LTD/Dental	No	N/A
51-99%	Life/EHC	Yes	Upon hire
51-99%	LTD/Dental	Yes	After 2 years

For benefit eligibility purposes, the workload percentage for Sessional Lecturers is determined as follows: number of courses assigned per year divided by 5.5.

- (4) Members who are hired after March 23, 2011 are eligible for post-retirement benefits if, at the time of retirement, they have at least ten (10) years of pension credited service with the University, are enrolled in the Health and Dental group benefits prior to retirement and commence receiving the University pension immediately upon termination/retirement.

- (b) Benefits Available
  - (1) Life Insurance
  - (2) Long Term Disability (LTD)
  - (3) Extended Health Care (EHC)
  - (4) Dental

(c) Benefit Cost Sharing While in Paid Status

Cost sharing between the University and the Sessional Lecturer varies depending on the Sessional Lecturer’s percentage of normal workload. The greater the percentage of normal workload, the greater the University’s share of the benefit premium.

Benefit	% Workload	Employee	University
Life	35-99%	33 1/3%	66 2/3%
EHC	35-50%	50%	50%
EHC	51-75%	25%	75%
EHC	76-99%	0%	100%
LTD	51-99%	33 1/3%	66 2/3%
Dental	51-75%	40%	60%
Dental	76-99%	20%	80%

(d) Benefits & Cost Sharing When in an Unpaid Status

Subject to (a), Employee Life Insurance, Long Term Disability, Extended Health Care, and Dental benefits can continue during periods of unpaid status when the plan member’s has an appointment in place for a work assignment with a start date within eight (8) months, the employee paying the full cost of the benefit premiums. In the case of a Long-Term Disability claim, the ninety (90) day elimination period will commence upon the scheduled return to work. The premiums must be paid for by the employee in one (1) lump sum in advance or by monthly postdated cheques payable on the first of each month during the unpaid status.

- (e) Employees may opt-out of Extended Health Care and Life Insurance and/or Dental and Long-Term Disability, by completing the appropriate ‘opt-out’ form. Employees may only be considered to have ‘opted out’ when they actually sign an ‘opt-out’ form.

## Appendix F Right of First Refusal

Notwithstanding the provisions of 11.01 (d), 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 six (6) semesters.

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

- (a) Eligibility
  - (1) Subject to Article 13, the Sessional Lecturer must have demonstrated satisfactory performance in completing the work assignment; and
  - (2) 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).
  - (3) The period of eligibility (i.e., six (6) 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 of the semesters of eligibility.
- (b) Competing Rights of First Refusal
  - (1) 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 fewer sections, and therefore there are 'competing' Rights of First Refusal on the remaining section/s, the following rules shall apply:
    - i) 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 their RoFR, then:
    - ii) 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:
    - iii) The Sessional Lecturer with RoFR in the Course and the most seniority in the Bargaining Unit shall be offered the Course/Section(s) next.



- (2) Where there are competing Rights of First Refusal as a direct result of one Member taking leaves under Article 17, the Member who took the leave shall be appointed ahead of the Member who held the work assignment during their absence regardless of the seniority of either Member.
- (c) Scope
- (1) 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 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:
- i) where the location of the course is on a different campus, or at Guelph-Humber; or
  - ii) where the University can demonstrate different curriculum or learning outcomes for different sections of a course.
- (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) 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 six (6) semesters. In such circumstances, the Sessional Lecturer who was appointed to the conflicting work assignment will earn seniority and RoFR to the course.
- (f) RoFR in Applied Music courses in the School of Fine Arts and Music
- (1) The following rules apply only to Applied Music courses in the School of Fine Arts and Music.
  - (2) Applied Music courses are private instruction courses in the School of Fine Arts and Music, which are designed to be taken in successive semesters and are offered in piano, voice, orchestral instruments, and various jazz and early instruments.
  - (3) Clause (b) of Appendix F shall not apply to Applied Music courses.

- (4) Upon completion of an Applied Music work assignment, the RoFR will accrue to the specific course which will be coded by genre and instrument. This RoFR may be applied to any of the eight (8) Applied Music courses, on the understanding that each RoFR that is earned can only be exercised for one work assignment. (For example, teaching one section of any Applied Music course in one semester results in RoFR to at most one section of an Applied Music course with the same instrument and genre in a future semester and, for example, teaching two sections of an Applied Music course in one semester results in RoFR to at most two sections in a future semester).
- (5) Where there are 'competing' Rights of First Refusal on Applied Music courses, the following rules shall apply:
- a. If the enrolled student has completed Applied Music with a Sessional Lecturer exercising RoFR, the Sessional Lecturer shall be offered the work assignment first. Where two or more Sessional Lecturers have taught the student before, the most senior will be offered the work assignment first; then,
  - b. The Sessional Lecturer with the RoFR on that instrument and genre and the most seniority in Applied Music shall be offered the work assignment; then,
  - c. The next Sessional Lecturer with RoFR on that instrument and genre and next most seniority in Applied Music shall be offered the work assignment, and so forth;
  - d. If the Sessional Lecturers' seniority in Applied Music is equal, then the Sessional Lecturer with the most seniority in the Bargaining unit shall be offered the work assignment next.
  - e. Where there are competing Rights of First Refusal as a direct result of one Member taking leaves under Article 17, the Member who took the leave shall be appointed ahead of the Member who held the work assignment during their absence regardless of the seniority of either Member.

**Letter of Understanding 1**  
**Sessional Lecturer Appointments and Student Stipends**

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.



SIGNED on August 18, 2020, at Guelph, Ontario.

<p>On Behalf of CUPE Local 3913 (Unit 2)</p>  <hr/> <p>Dr. Scott Duchesne President CUPE Local 3913</p>	<p>On Behalf of the University of Guelph</p>  <hr/> <p>Laurie Arnott Assistant Vice-President FASR</p>
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**Letter of Understanding 2**  
**Campus Resources**

Following completion of a work assignment, Sessional Lecturers provided with a University of Guelph email address shall retain that address, at no cost, for the period in which a Right of First Refusal is held. In addition, the Sessional Lecturer shall continue to have, subject to applicable licensing restrictions, library access at no cost for the same period.

SIGNED on August 18, 2020, at Guelph, Ontario.

<p>On Behalf of CUPE Local 3913 (Unit 2)</p>  <hr/> <p>Dr. Scott Duchesne President CUPE Local 3913</p>	<p>On Behalf of the University of Guelph</p>  <hr/> <p>Laurie Arnott Assistant Vice-President FASR</p>
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**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.

SIGNED on August 18, 2020, at Guelph, Ontario.

<p>On Behalf of CUPE Local 3913 (Unit 2)</p>  <hr/> <p>Dr. Scott Duchesne President CUPE Local 3913</p>	<p>On Behalf of the University of Guelph</p>  <hr/> <p>Laurie Arnott Assistant Vice-President FASR</p>
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**Letter of Understanding 4**  
**Application for Work Assignments**

It is understood that individuals who make application for work assignments contained within the Bargaining Unit but who are not employees as defined in Article 1 shall make application in accordance with the provisions of Article 11. Similarly, consideration and selection of such applications shall be made in accordance with the provisions of Article 11.

It is further understood, however, that such applicants (as non-employees) do not have rights to other provisions of the Collective Agreement.

Individuals holding seniority, as per 20.02, at the time of application are not considered to be 'non-employees' for the purpose of this Letter.



SIGNED on August 18, 2020, at Guelph, Ontario.

On Behalf of CUPE Local 3913 (Unit 2)	On Behalf of the University of Guelph
	
Dr. Scott Duchesne President CUPE Local 3913	Laurie Arnott Assistant Vice-President FASR

**Letter of Understanding 5**  
**Archiving of Work Assignment Postings**

It is understood that work assignment postings, once posted to the job posting website for TAs, GSA1s, & Sessional Lecturers, shall not be deleted, but shall instead be archived for a period of no less than seven (7) years in a database format in such a way as to be searchable and accessible. The Union shall have access to the archive and to the database and will be consulted about the needs of the system that will be created to archive work assignment postings.

SIGNED on August 18, 2020, at Guelph, Ontario.

<p>On Behalf of CUPE Local 3913 (Unit 2)</p>  <hr/> <p>Dr. Scott Duchesne President CUPE Local 3913</p>	<p>On Behalf of the University of Guelph</p>  <hr/> <p>Laurie Arnott Assistant Vice-President FASR</p>
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**Letter of Understanding 6  
Independent Study Work Assignments**



Where a Sessional Lecturer is employed to lead a degree credit course that is determined by the University to be an Independent Study course, the following terms and conditions will apply. It is agreed that it is at the sole discretion of the University whether the Independent Study course will be made available as a Sessional Lecturer work assignment.

Due to the nature of assignment of reading course instructors, the posting provisions of Article 11 shall not apply. Upon request by the Union to FASR, Departments shall provide reasons for a Sessional Lecturer not being appointed to a particular Independent Study course work assignment. Such reasons shall be provided in writing to FASR, who in turn shall provide such reasons to the Union. Appointments to Independent Study courses will be made in accordance with 11.05, with appointment letters indicating that the work assignment is an Independent Study course.

Sessional Lecturers appointed to an Independent Study course shall be compensated in accordance with the provisions of Article 14.07, that is, at the appropriate pro-rated work assignment percentage, as determined by the Department. The pro-rating, by the Department, shall be based on either the percentage of workload (based on a full semester work assignment) or the percentage of time (based on a full semester). At the request of either Party a meeting shall be convened to discuss the specific course(s) and implementation arrangements.

It is further understood that the Seniority provisions of Article 20 are applicable to Independent Study course Sessional Lecturers.



SIGNED on August 18, 2020, at Guelph, Ontario.

<p>On Behalf of CUPE Local 3913 (Unit 2)</p>  <hr/> <p>Dr. Scott Duchesne President CUPE Local 3913</p>	<p>On Behalf of the University of Guelph</p>  <hr/> <p>Laurie Arnott Assistant Vice-President FASR</p>
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**Letter of Understanding 7**  
**Student Evaluations**

Student evaluation of Sessional Lecturers shall be conducted in accordance with University Policy as it pertains to all instructors (including Faculty).



SIGNED on August 18, 2020, at Guelph, Ontario.

<p>On Behalf of CUPE Local 3913 (Unit 2)</p>  <hr/> <p>Dr. Scott Duchesne President CUPE Local 3913</p>	<p>On Behalf of the University of Guelph</p>  <hr/> <p>Laurie Arnott Assistant Vice-President FASR</p>
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**Letter of Understanding 8  
Severance Pay**

A Sessional Lecturer who has worked for five (5) or more consecutive years as a Sessional Lecturer earning a minimum of five (5) seniority points in that time and who applies and is not successful in obtaining any work as a Sessional Lecturer in a semester shall be eligible for a severance payment of two (2) weeks' pay for each completed year (September to August 31) worked to a maximum of thirty (30) weeks. The weekly rate of pay used for the severance payment will be based on the Sessional Lecturer's last two (2) semesters of work. Upon an employee's acceptance of the severance entitlement outlined above, the employment relationship will be terminated for all purposes (including the loss of all accrued Bargaining Unit seniority and Rights of First Refusal). The severance payment will be inclusive of all possible entitlements to pay in lieu of notice or severance pay pursuant to the *Employment Standards Act*.

SIGNED on August 18, 2020, at Guelph, Ontario.

<p>On Behalf of CUPE Local 3913 (Unit 2)</p>  <hr/> <p>Dr. Scott Duchesne President CUPE Local 3913</p>	<p>On Behalf of the University of Guelph</p>  <hr/> <p>Laurie Arnott Assistant Vice-President FASR</p>
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## 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 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.

SIGNED on August 18, 2020, at Guelph, Ontario.



<p>On Behalf of CUPE Local 3913 (Unit 2)</p>  <hr/> <p>Dr. Scott Duchesne President CUPE Local 3913</p>	<p>On Behalf of the University of Guelph</p>  <hr/> <p>Laurie Arnott Assistant Vice-President FASR</p>
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**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.

SIGNED on August 18, 2020, at Guelph, Ontario.

<p>On Behalf of CUPE Local 3913 (Unit 2)</p>  <hr/> <p>Dr. Scott Duchesne President CUPE Local 3913</p>	<p>On Behalf of the University of Guelph</p>  <hr/> <p>Laurie Arnott Assistant Vice-President FASR</p>
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**Letter of Understanding 11**  
**Sexual and Domestic Violence**

The Parties agree that provisions of the Collective Agreement relative to short-term medical leave, access to the Student Health Services 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>

SIGNED on August 18, 2020, at Guelph, Ontario.

<p>On Behalf of CUPE Local 3913 (Unit 2)</p>  <hr/> <p>Dr. Scott Duchesne President CUPE Local 3913</p>	<p>On Behalf of the University of Guelph</p>  <hr/> <p>Laurie Arnott Assistant Vice-President FASR</p>
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**Letter of Understanding 12**  
**Access to the Employee Assistance Program**

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 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,



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Laurie Arnott  
Assistant Vice-President, Faculty and Academic Staff Relations  
SIGNED on August 18, 2020, at Guelph, Ontario.

### **Letter of Understanding 13 (Mental Hazards)**

Where the University conducts a review to identify mental hazards in the workplace which involves employment matters for Unit 1 and/or Unit 2 Members, the Union will receive a copy of all materials distributed to the bargaining unit Members.

## **Letter of Understanding 14 (First Year Seminars)**

1. When the University determines there is a need for individuals, other than those excluded from the bargaining unit pursuant to Article 2.01 (a), (f), (h), and (i) of the Collective Agreement, to teach First Year Seminars, the University will post a single work assignment advertisement on the hiring website for the purpose of collecting applications.
2. University employees and external applicants not otherwise excluded from the bargaining unit pursuant to Article 2.01 (a), (f), (h), and (i) of the Collective Agreement who wish to propose a First Year Seminar will do so through the online hiring system. Letter of Understanding 4 applies to applicants without seniority.
3. The members of the FYS Curriculum Committee will form the Selection Committee. The Selection Committee will still be bound by the requirements for membership from equity-seeking groups and DHR training pursuant to Article 11.04(c).
4. Applicants will submit their application as per 11.03. In addition, individuals applying for First Year Seminars through the hiring website will be required to submit a course proposal using the prescribed form in addition to any other application materials. A link to the prescribed form will be provided.
5. Each applicant in the bargaining unit will be able to submit the same number of course proposals per competition as applicants excluded from the bargaining unit. The number of course proposals per applicant per competition will be determined and announced by the FYS Curriculum Committee.
6. 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. The Selection Committee will establish the criteria to evaluate the course proposals in writing and will give a value to the course proposal in the hiring rubric. The criteria shall be the same as for employees excluded from the bargaining unit.
7. The Selection Committee will score the course proposals and select the highest scored candidate(s) from those submitted. It is understood that the University may not select the most qualified or most senior applicants in accordance to the total score in the rubric including the course proposal.
8. Individuals appointed to First Year Seminar work assignments will earn a seniority point and Right of First Refusal (RoFR) applicable to subsequent First Year Seminar offerings of the same course as outlined in their original course proposal.
9. The existence of a RoFR does not give an applicant priority for their course topic in the selection process unless the same course as outlined in their proposal is offered. The decision to select a course for subsequent offerings will be at the sole discretion of the University in accordance to Article 3.
10. The decision to select a course for subsequent offerings will be made before posting the work assignment. The person(s) holding the RoFR will be notified and invited to exercise their RoFR through a non-public posting.

11. Members who are not invited to exercise their RoFR may request their same course be offered again by exercising their RoFR via the online hiring system and including a copy of a course proposal and, should they choose, an updated CV. Course proposals may be amended prior to submission or the SL may submit the original proposal.
12. Sessional Lecturers who are hired to teach a First Year Seminar will be compensated at their corresponding wage step in the wage grid on the basis of their accrued seniority at time of hire.
13. Any payment previously issued below the corresponding wage step will be corrected retroactive to the first pay of Fall 2019. For Winter 2020, all Sessional Lecturers will be compensated at Step 5 or their wage step determined under Clause 11, whichever is higher. Beginning Fall 2020, wage step for all Sessional Lecturers (including those currently employed) will be determined by their accrued seniority.

### **Letter of Understanding 15 (Amendment to Benefit Plan)**

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

- a) Increase the annual dollar allocation for psychological services 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 province in which the services are provided;
- b) Include coverage for non-oral contraceptives as prescribed by a physician provided that the contraceptive has a drug identification number (DIN); and,
- c) Remove the requirement for a physician's referral for massage therapy.

**Letter of Understanding 16 (Participation in Committees)**

Where Department regulations provide one or more Sessional Lecturers the opportunity to serve on a Departmental committee(s) the Sessional Lecturer(s) invited to serve will be selected through a fair and equitable process.



## Letter of Understanding 17 (University of Guelph-Humber Courses)

Whereas the University of Guelph-Humber is a joint partnership between the University of Guelph (the “University”) and Humber College (the “College”); and,

Whereas it is the University's position that the practice of the University of Guelph-Humber that 50% of courses are taught by University employees and 50% of courses are taught by College employees; and,

Whereas on July 28, 2020, the Union served Notice of Estoppel related to among other things the practice of switching teaching between University and College employees to maintain this balance; and

Whereas the Union takes the position that where a University of Guelph-Humber course is switched from being taught by a University employee to being taught by a College employee and as a result a University employee covered by this collective agreement is not rehired there is an impermissible “contracting out” contrary to Article 11.06 of this collective agreement; and

Whereas the University takes the position that this is not a “contracting out” ~~at all~~ within the meaning of or for the purposes of Article 11.06 of the collective agreement;

Now therefore, without prejudice or precedent to any other matter between the parties, for the duration of the 2020-2023 Collective Agreement, the Parties agree as follows:

1. The movement of University of Guelph-Humber courses that have been taught by University employees to being taught by College employees for the purposes of maintaining a 50/50 split will not be considered contracting out of bargaining unit work for the purposes of Article 11.06.
2. The University of Guelph-Humber will not switch courses that have been taught by University employees to be taught by College employees in instances where there is an active Right of First Refusal held by an employee covered by this collective agreement in respect of that course.
3. Paragraph 2 does not apply where:
  - a. a University of Guelph-Humber course section was last taught by a College employee in the past two (2) academic years but is temporarily taught by a University employee for up to three (3) consecutive semesters (a “Temporary Appointment”) (“Scenario 1”); or,
  - b. a new course is taught by a College employee for its first offering and is temporarily taught by a University employee for up to three (3) consecutive semesters (also a “Temporary Appointment”) (“Scenario 2”).

A maximum of twelve (12) Temporary Assignments in each of the Fall and Winter semesters and ~~up to~~ four (4) Temporary Assignments in the Summer semester may be created in Scenario

1 and an equivalent number in Scenario 2. It is understood that these semester maximums cannot be carried forward. Postings on the Guelph side shall indicate that the assignment is a Temporary Appointment.

Programs will not post more than eight (8) Temporary Assignments over an academic year.

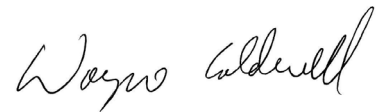
4. The University will notify the Union of Temporary Appointments under Paragraph 3 within ten (10) days of posting such an assignment.

This LOU is without prejudice or precedent to any position taken by either the Union or the University and neither party will rely on this LOU and/or any practice arising from the implementation and/or operation of this LOU in any future matter between the parties with respect to “contracting out” and Article 11.06 of the Collective Agreement.

## Letter Regarding Intellectual Property

The University's Policy on Intellectual Property applies to, amongst other employee groups and students, employees covered by the terms and conditions of CUPE Local 3913, Units 1 and 2. Ownership of IP will be vested with the creator(s) subject to the provisions outlined in the Policy.

Sincerely,

A handwritten signature in black ink that reads "Wayne Caldwell". The signature is written in a cursive style with a large initial 'W'.

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Wayne Caldwell

Interim Associate Vice-President, Research (Strategic Partnerships)

## Letter Regarding Quality of Education

The University of Guelph is committed to the highest standards of pedagogy, to the education and well-being of the whole person, to meeting the needs of all learners in a purposefully diverse community, to the pursuit of its articulated learning objectives, to rigorous self-assessment, critical inquiry, and active learning. Its aim is to serve society and to enhance the quality of life through scholarship. To this end, the members of CUPE Local 3913 are an integral and valuable part of this pursuit.

Sincerely,

A handwritten signature in cursive script that reads "Charlotte Yates".

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Charlotte Yates  
Provost & Vice-President (Academic)

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 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.

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 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.

SIGNED on August 18, 2020, at Guelph, Ontario.

On Behalf of CUPE Local 3913 (Unit 2) 	On Behalf of the University of Guelph 
_____ Dr. Scott Duchesne President CUPE Local 3913	_____ Laurie Arnott Assistant Vice-President FASR



SIGNED on August 18, 2020, at Guelph, Ontario.

On Behalf of CUPE Local 3913 (Unit 2)	On Behalf of the University of Guelph
	
Dr. Scott Duchesne President CUPE Local 3913	Laurie Arnott Assistant Vice-President FASR

Members of the CUPE Local 3913 Bargaining Team (Alphabetical):

Brittany Andor (Past Executive Officer), Scott Duchesne (President), Soroush Ebadi (Finance Officer), Mohammad Hedari (Vice President External), Muhammad Muhaiminul Islam (Vice President Internal), Ahmed Mahmood (Unit 2 Steward), Manuel Marques (Labour Relations Coordinator), Jennifer Mizerovsky (CUPE National Representative), Yesha Patel (Equity Officer), Abu Siddiqe (Grievance Officer).

Members of the University of Guelph Bargaining Team (Alphabetical):

Laurie Arnott (Assistant Vice-President, FASR), Andrew Bailey (Associate Dean, Research and Graduate Studies, COA), Daniel Draper (Manager, FASR), Carol Ann Higgins (Chief Administrative Officer, OVC), John Runciman (Chair, School of Engineering, CEPS), John Walsh (Vice Provost, University of Guelph-Humber)