

# COLLECTIVE AGREEMENT

BETWEEN

***CUPE 3913***

**THE CANADIAN UNION OF  
PUBLIC EMPLOYEES  
LOCAL 3913 - UNIT 2**

- AND -

**UNIVERSITY  
*of* GUELPH**

**THE UNIVERSITY OF GUELPH**

**EXPIRY DATE  
AUGUST 31, 2016**



COLLECTIVE AGREEMENT ENTERED INTO

in the City of Guelph in the Province of Ontario as  
of February 7, 2014

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')

**UNIVERSITY  
*of* GUELPH**

Expiry Date: August 31, 2016

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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 Where a noun, pronoun, or adjective indicating gender or sex is used, the other gender or sex including two-spirited, intersexed, transgendered and transsexual persons shall be deemed to be included.
- 1.04 For the purpose of interpretation of this Agreement, the following definitions will apply:

- (a) 'Contact hours' means University scheduled classroom contact hours;
- (b) '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;
- (c) Unless otherwise specified, a 'day' is a working day in the University's Human Resources Division;
- (d) '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;
- (e) 'Department' means Academic Department, School, or Interdepartmental Program;
- (f) 'Employee' means an employee of the University included in the Bargaining Unit as defined in 2.01 of this Agreement;
- (g) 'FASR' means Faculty and Academic Staff Relations;

- (h) '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;
- (i) 'GSA-1' means a Graduate Service Assistant employed in work directly related to the academic enterprise;
- (j) 'GTA' means Graduate Teaching Assistant;
- (k) '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;
- (l) '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;

- (m) 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;
- (n) '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;
- (o) 'Student' means a person who is registered as a student at the University of Guelph;
- (p) '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;
- (q) 'Union Designate' is anyone appointed by the Union to act on its behalf;
- (r) '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 employed to teach in courses intended primarily for students who are not registered in a degree-credit program;
- (c) persons providing non-credit instruction in the Department of Athletics;
- (d) persons paid exclusively through grant funding from sources other than the University;
- (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) postdoctoral fellows engaged in teaching to the extent that such teaching is a requirement of their fellowship;
- (h) retired faculty who, prior to their retirement, had an academic appointment at the University of Guelph; and
- (i) 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.

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 VIII and IX 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 job, 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, job, program, Department/School, operation or service, provided that any expansion, alteration, combining, transfer or ceasing of any course, job, program, Department or School is not inconsistent with the terms of this Agreement;
- (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

- (a) The University shall notify the Labour/Management Committee of any planned significant decreases in the number of Bargaining Unit appointments and/or planned significant changes in the distribution of the Bargaining Unit appointments across Departments at least thirty (30) days prior to finalization of any decision. 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 make a presentation on the issue. Following consideration of this presentation the University will finalize a decision.
  
- (b) The University recognizes the right of the Union to appoint two (2) Assistant Chief Stewards to represent each College. It is agreed that any Assistant Chief Steward must currently be an employee or have been an employee, in that College, in the twelve (12) months prior to her appointment as Assistant Chief Steward. An Assistant Chief Steward shall continue to be recognized

until further written notice from the Union indicating otherwise.

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

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

for Bargaining Unit members and options to minimize negative impacts. Following consideration of this presentation the University will finalize a decision and inform the Union.

- (b) 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.
- (c) 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.
- (d) 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 mailed between the office of FASR and the office of the Local Union.

4.06 The Union agrees that there will be no solicitation on behalf of the Union on University premises by an employee during her scheduled working hours as a member

of the Bargaining Unit, except as provided in this Agreement or otherwise in writing.

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

## Article 5 No Discrimination

### 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, creed, colour, place of origin, ethnic origin, language, religious belief, political affiliation or activity, gender identity or expression (including transgendered and transsexual), sexual orientation, personal characteristics, 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 her 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 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 her rights as provided for in this Agreement. Personal conduct or behavior 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

- (a) The Parties agree that any allegation of harassment 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 her supervisor, Chair/Director, or Dean, refer the grievance to the next highest step of the grievance procedure.

5.05 Where an employee has filed a grievance alleging that she has been a victim of harassment she 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 her behalf at any stage of the grievance process. The employee may request of the Dean (or designate) of her college that her 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.

- 5.06 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 Chairperson of the Union.
- (b) The University shall remit the amount deducted to the Financial Officer of the Union Local immediately following the pay period in which deductions were made and at the same time forward a list of names, Departments and job titles of the employees from whom the deductions were made.
- (c) Upon request, the University shall provide the Union with up to five (5) sets of mailing labels each semester. Additional sets of labels beyond five (5) shall be provided at one-half the cost of providing the labels. The labels shall include the names and Departmental addresses of employees.
- (d) Upon request the University will provide any available and additional pertinent information necessary to assist the

Union in completing the required Federal and Provincial statistics survey.

- (e) Immediately following the first pay period of each semester, the University shall provide the Union with a full and complete electronic mail list of Bargaining Unit members. This list will be updated immediately following the second pay period of 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, judgements, attachments, and from any form of liability arising from or as a result of the deduction or non-deduction of such dues. In circumstances where it is determined that an individual should have been in the Bargaining Unit and therefore paying dues and where such individual is no longer an employee as defined in 1.04 (a), the University shall reimburse the Union for the full amount of such arrears to a maximum of four (4) semesters of dues and the individual's seniority shall be adjusted accordingly.

6.03

- (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 of the Union's choice, 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 11.07 (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. The parties will discuss this at the Labour/Management Committee each May in order to ascertain the number of sufficient hardcopies for

distribution for the coming academic year.

- 6.04 The University shall provide the Union with reasonable bulletin board space for official Union notices in all Colleges and Departments and an account on the University's email system for the purpose of communicating information to the University or to Bargaining Unit members.
- 6.05 The University will assist the Union in retaining office space on 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.
- 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 official Graduate Student orientation session(s).
- 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.

## **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 employer, or interference with work of the employer. 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 job related, with her supervisor, Chair, 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 Executive from meeting with the Union, subject to consultation with FASR, and provided no agreements are reached that are inconsistent with the provisions of this Agreement.
- (c) Nothing herein shall be deemed to preclude employees from discussing problems, personal or job 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 Staff Representative 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 University representative. Written communication at the Informal Stage of the Grievance Procedure shall be between the employee(s) and the applicable University 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 her employment responsibilities following the completion of her 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 the Union with the documentation, in confidence, upon which the Department based its decision not to hire that particular employee. If warranted, the grievance shall then proceed to the Formal Stage as per 8.03.

## 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, she shall first discuss the matter, at a meeting arranged for this purpose, with her 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 shall be allowed ten (10) days to seek information and advice and to communicate her 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 her College 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;
  - (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.
- (b) Within ten (10) days thereafter, the other Party shall nominate a nominee, provided however, that if such Party fails to nominate a nominee as herein required, the Minister of Labour for the

Province of Ontario shall have power to effect such appointment upon application thereto by the Party invoking the arbitration procedure. The two (2) nominees so nominated shall attempt to select by agreement a Chair of the Board of Arbitration. If they are unable to agree upon such a Chair within a period of ten (10) days, either may then request the Minister of Labour for the Province of Ontario to appoint an impartial Chair.

- (c) 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.
- (d) Notwithstanding all of the provisions of Article 8, the Party submitting the matter to arbitration may propose the selection of one (1) person as an arbitrator to whom any such grievance may be submitted for arbitration and such person 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.

- (e) The Board of Arbitration 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 shall be confined to the issue in dispute. The decision of the Board of Arbitration 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.
  
- (f) In the event that a Board of Arbitration deals with a matter relating to discharge, suspension or disciplinary action, then the Board 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.
  
- (g) Each of the Parties hereto will bear the expense of their nominee appointed by it and the Parties will jointly bear the expense, if any, of the Chair of the Board of Arbitration.

- (h) 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;
  - (2) of the matter to be placed before the Board; 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) 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 her 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 9.05 (b)), 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 9.05.
- 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. The University will inform the Union, when circumstances permit and in confidence, of the nature and scope of an investigation which the University believes may lead to disciplinary action against an employee. When such investigation requires meeting with the employee, the employee shall be entitled to be represented at such meeting by a Union designate. The employee shall be reminded, with reasonable notice, by the University, of this entitlement prior to the meeting.

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

- 9.06 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.
- 9.07 Employees have the right to review their full and complete Human Resources File no more than once (1) per academic 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 the FASR. An appointment for this review shall take place within three (3) days of receipt of the request.
- 9.08 With respect to consideration of information for decision making, hiring decisions are made in accordance with 11.03 and disciplinary decisions are made in accordance with 9.01.
- 9.09 Only written employment related records, included in an employee's Human Resources File may be used for disciplinary purposes.

## **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 her 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 shall meet with the employee to discuss the assigned requirements, normally at least fifteen (15) days prior to the commencement of her semester in which the course is to be taught. The Chair/Director (or designate) shall inform the employee, in advance of the meeting, of her right to be accompanied by a representative of the Union if she wishes.
  
- (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 she has been given unreasonable expectations, the employee may request a meeting with her Chair/Director (or designate) to resolve the problem. Additional meetings between the employee and her 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 may be required to provide only their '@uoguelph.ca' email address and University provided office/Department phone number (if applicable) to students.

## **Article 11 Postings and Appointments**

### 11.01 Posting Procedure

- (a) Except as otherwise provided, all positions shall be posted as they arise and shall be posted using the standard posting format (see Appendix C).
  
- (b) All postings shall include the following:
  - (1) the Bargaining Unit to which the posting applies;
  - (2) the type of position (i.e. Sessional Lecturer);
  - (3) the course name and number;
  - (4) the start and termination dates for the appointment;
  - (5) the level of appointment (i.e. full, or portion of);
  - (6) the number of sections and class times (if available);
  - (7) projected class enrolment (where relevant);
  - (8) assigned responsibilities;

- (9) required and preferred qualifications (academic and/or professional);
  - (10) wages;
  - (11) application deadline;
  - (12) indication of whether the work assignment carries a possible Right of First Refusal per Appendix I;
  - (13) any applicable equity provisions;  
and
  - (14) 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.
- (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). In situations where the University anticipates that the position may be available for two (2) or three (3) semesters (as per 11.02 (b)), 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.

- (d) Positions shall be posted by the Department electronically on the Central Job Posting Website for TAs, GSA-1s, & Sessional Lecturers, within the time frames provided for in this Article. At the time of posting the Union shall receive electronic notification.
  
- (e) The University shall respond to inquiries from the Union with regard to posting criteria as specified in (a), (b) and (c). The Union shall notify FASR in writing of postings which in the Union's view do not comply with the requirements of (a), (b) and (c). 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) and (c), FASR will provide, within ten (10) days, a written response to the Union outlining any remedial actions taken.
  
- (f) Upon request by the Union, the University shall expedite the processing of any grievances respecting postings, or appointments made under 11.07 (a) and (b) 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 11.07, 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) 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.
- (c) 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.
- (d) Following completion of the hiring process, the Department shall post, in the Department, a summary of all semester work assignments indicating the course and employee(s) assigned to the course. A copy of this summary will be forwarded to the Union. The summary will be posted no later than

immediately following the second pay period of the semester.

11.03 In all cases of job 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.

11.04 All applicants for positions, except those employees with Right of First Refusal per Appendix I, must apply via the online application process, providing an updated application and *Curriculum Vitae* to each of the Departments in which she seeks employment.

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

11.06 Offers of Work Assignment and Appointment

(a) Offer of Work Assignment

The successful candidate will be provided, via email, with notification of the offer of the work assignment. This email notification will provide the successful candidate with a reasonable

time frame (which must be at least three (3) days) within which to accept the offer. Except in extenuating circumstances, failure to respond in writing or by email within the specified time frame will be deemed as a refusal of the work assignment.

(b) Offer of Appointment

Once the candidate indicates her acceptance of the work assignment as per 11.06 (a), the University will issue, in writing (or electronically) the formal 'Letter of Appointment' (Appendix E), no later than 5 days before the first day of employment. Where applicable, the Letter of Appointment shall indicate that the appointment is as a Right of First Refusal per Appendix I. The appointee shall return the signed Letter of Appointment no later than one (1) day before the stated start date of the work assignment. A copy of each signed letter shall be forwarded to the Union (by the Department) within five (5) days of receipt of the employee's signed copy by the Department.

## 11.07

- (a) 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;
  - (5) subject to Appendix I, when a work assignment is offered to a University of Guelph PhD student as part of her program requirements.
- (b) Where circumstances apply (as per 11.07 (a)), 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

will first access any applications which are currently on file in the Department. If there are no suitable applicants or applicants available from amongst the applications currently on file, the University may then assign the work to a person deemed suitable. The University shall inform the Union, in writing, within ten (10) days following such assignments.

#### 11.08

- (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.

11.09 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.

## **Article 12 Course Cancellation**

12.01 The University agrees that once an offer of employment has been issued, 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 she is 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 her academic pursuits at the University except with the written request of that employee. If an Employee is also a student at the University her academic record shall not impact her employment in the Bargaining Unit unless required as part of the University's hiring criteria.
- (c) It is recognized by the University and CUPE Local 3913 that formal performance evaluation is one component in administering

performance evaluation. Chairs 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 Tenure and Promotion Committee for performance evaluation purposes. Self-evaluation, if used, shall only form part of the constructive, ongoing dialogue, and shall not form part of the formal process.

- 13.02 Performance evaluations of employees shall be conducted by the Department Tenure and Promotion Committee. Such committee shall consist of the Chair of the Department and at least two (2) Faculty members.
- 13.03 Employees shall be informed of the Tenure and Promotion 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, to review their file prior to it going before the Department Tenure and Promotion 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 job to an employee.
- (c) Unsigned comments from student evaluations will not be used unless agreed to by the employee.

13.08 Where an employee challenges her 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.

Effective September 1, 2013: 0% base to Schedules A, B, and C, and 2.0% increase, paid as lump sum.

Effective September 1, 2014: 1.0 % base to Schedules A, B, and C.

Effective September 1, 2015: 1.5% base increase to Schedules, A, B, and C.

### Schedule A - Semesterly

	Sep 1, 2013	Sep 1, 2014	Sep 1, 2015
	0%	1.0%	1.5%
Minimum	\$ 6879.76	\$ 6948.56	\$ 7052.79
Step 1	\$ 7026.88	\$ 7097.15	\$ 7203.61
Step 2	\$ 7173.99	\$ 7245.73	\$ 7354.42
Step 3	\$ 7321.11	\$ 7394.32	\$ 7505.23
Step 4	\$ 7468.23	\$ 7542.91	\$ 7656.05
Step 5	\$ 7615.34	\$ 7691.49	\$ 7806.86
35 Points +	\$ 9000.00	\$ 9090.00	\$ 9226.35

For activities identified in 14.11, reimbursement will be at the following rates for all authorized hours:

Schedule B - Hourly

	Sep 1, 2013	Sep 1, 2014	Sep 1, 2015
	0%	1.0%	1.5%
Wage	\$ 41.77	\$ 42.19	\$ 42.82

Schedule C - Music Instructor Rates (Hourly)

	Sept. 1, 2013	Sept. 1, 2014	Sept. 1, 2015
	0%	1.0%	1.5%
Minimum	\$ 49.83	\$ 50.33	\$ 51.08
Step 1	\$ 51.09	\$ 51.60	\$ 52.37
Step 2	\$ 52.35	\$ 52.87	\$ 53.66
Step 3	\$ 53.61	\$ 54.15	\$ 54.96
Step 4	\$ 53.61	\$ 54.15	\$ 54.96
Step 5	\$ 53.61	\$ 54.15	\$ 54.96
35 Points +	\$ 65.00	\$ 65.65	\$ 66.63

14.02 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.

14.03 Five (5) seniority points are required for movement from one (1) grid step to the next.

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

14.05 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. She 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 she receives does not imply a maximum number of students per class.

14.06 The University may apply to the Union to exempt a maximum of twenty-five (25) instructors per semester, from the grid maximum, thereby hiring such instructor(s) above the grid maximum. The Union shall not unreasonably withhold its consent.

14.07 Wages are paid bi-weekly on Thursdays.

14.08

(a) New employees (non-seniority employees) may be placed on a grid step at the discretion of the University.

(b) It is agreed that management may prorate 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.

14.09 No employee shall move down the grid so long as she maintains her seniority.

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

## 14.11

- (a) In the event that the University requests the Sessional Lecturer to: reread papers or exams, attend appeals, participate in cases of academic dishonesty, grade or re-grade late papers or exams, following the completion of the Sessional Lecturer's work assignment, and the Sessional Lecturer agrees to perform such work, reimbursement will be in accordance with Schedule B. Before such post work-assignment responsibilities are performed, both the employee and her supervisor must agree in writing to the terms and hours for completion of the work.
  
- (b) In addition to the wages outlined in Schedule A, upon completion of a work assignment, a Sessional Lecturer shall be eligible to receive a supplemental payment based on the number of registered students in her class after the fortieth day of classes (excluding students who are auditing the course), and providing the Sessional Lecturer has not been provided with a TA. However, it is agreed that class size compensation is provided in acknowledgement of the increased workload inherent in larger classes, and is not intended to eliminate traditional hiring of GTAs or UTAs. Supplemental payment is as follows:

- (1) 60 or less students - no additional compensation;
  - (2) 61-110 students - \$75.00;
  - (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.

#### 14.10 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 equivalent to thirty (30) hours of work at the Schedule B rate. Such payment is in full consideration of all preparatory work associated with the commencement of the work assignment and will be added to the Sessional Lecturer's wages and paid out at the University's regular bi-weekly wage schedule.

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

- 15.01 The University agrees to provide employees with adequate 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 her 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 the 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 her semester hours of work or she shall be paid at the appropriate wage rate, whichever is applicable as soon as possible following her 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 her semester hours of work or she 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 her health and/or safety is in danger.

- (b) It is understood that no employee shall be disciplined in any way for having exercised her right to refuse work where the employee believes that her 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 of the Department cannot be reached. Campus Police will provide a report to the employee's Chair 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 Employer and reported to the Union, along with the employer'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 Sick Leave**

- (a) An employee who is sick and unable to fulfill her hours of work shall be granted sick leave with pay to a maximum of nine (9) hours (for which hours of work are scheduled) per appointment, per academic semester.
- (b) An employee claiming more than three (3) consecutive hours sick leave may be required to provide a medical certificate. Further, unused sick leave will not be accumulated from one (1) academic semester to the next.
- (c) An employee shall give notice to her immediate supervisor, or designate, of any illness that will prevent her from performing her duties.

### **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 she meets the following eligibility criteria:

- (1) the employee must have worked for the University for at least thirteen (13) weeks in the three (3) academic 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 her 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, and 45% of their regular wages for the remaining term of their current work assignment(s). In circumstances where the employee is ineligible for Parental/Pregnancy benefits under Employment Insurance (E.I.) the 45% noted above will be increased to 55%. Unpaid parental/pregnancy leave (if taken) will commence immediately following the end of this paid leave period.

(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 E.I., 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) academic 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, step-parent, guardian, spouse, common-law spouse (including same-sex partner), child, ward, step-child, brother, sister, step-brother, step-sister.
- (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 sick leave, is intended to assist an employee in balancing her family and work responsibilities. Sick leave shall be used

only to provide an employee with income during her 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 academic semester to attend to family responsibilities. For the purposes of this provision, family is defined as spouse (or equivalent), child, step-child, parent or step-parent. 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.

#### 17.07 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.

#### 17.08 No Loss of Seniority

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

#### 17.09 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.

## **Article 18 Vacations and Holidays**

18.01 The sum of 4% vacation pay shall be included in the wages, on a bi-weekly basis, as set out in Schedule A.

18.02

- (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 her regular pay.

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

## **Article 19 Benefits**

### Pension

- 19.01 The Union may provide one (1) representative to participate on the President's Advisory Committee on Pensions and Benefits (or its equivalent replacement committee).
- 19.02 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).

### 19.03 Pension Accrual & Cost Sharing when in Unpaid Status

Subject to 19.02, 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.

### Benefits

#### 19.04

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

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

#### 19.05

- (a) The University shall provide, effective September 1, 2013 a \$60,000 pool (less the \$60,000 already provided); September 1, 2014 a \$60,000 pool; September 1, 2015 a \$70,000 pool, for the purpose of reimbursement offset of the premium costs under the Sunlife UHIP plan for international students who are employees in either of the two Bargaining Units who have opted to participate in the plan. The maximum reimbursement amount available to be paid to an employee will not exceed the premium costs paid by the employee. FASR will facilitate confirmation and disbursement of the pool following the second pay in each of the three academic semesters. Prior to electronic reimbursement, via payroll, FASR will provide notification to the Union of the names and applicable amounts of offset-reimbursement to be provided to eligible members. Any remaining portion of the pool shall be carried forward, during the life of the Agreement, to the subsequent year for allocation in that year.

- (b) The University will administer the reimbursement process, without need for application by members, and in a timely manner. The parties agree to adjust the manner in which the pool is allocated through mutual agreement. The employee's 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.

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

In reference to Appendix H (i.e., Group Benefits Solely for Members hired before September 1, 2007) 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.

## **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 each work assignment; with the exception of dismissal, resignation or failure to obtain a Bargaining Unit work assignment for a period of eight (8) consecutive semesters; and
- (c) one (1) seniority point shall accrue for each semester of service as a member of the CUPE Local 3913 Executive Committee as per CUPE Local 3913 Bylaws up to a maximum of 28 Executive Committee members.

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) Subject to satisfactory performance, a Sessional Lecturer who obtains an appointment as a contractually limited faculty member with the University, shall retain her Bargaining Unit seniority accrued up to the point of commencing the contractually limited appointment, for a period of eight (8) academic semesters immediately following the completion and non-renewal of the contractually limited faculty appointment.

20.03 An accurate relative seniority list shall be maintained by Departments, and posted on an accessible bulletin board within the Department. Upon request by the Union, a copy of the seniority list shall be provided within ten (10) days. A copy of any requested seniority list shall also be provided to FASR at the same time.

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

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

## **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 assignments' 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, work place 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

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

SIGNED on February 7, 2014, at Guelph, Ontario.

On Behalf of CUPE Local  
3913 (Unit 2)

On Behalf of the  
University of Guelph

A handwritten signature in black ink, appearing to read 'Cameron Kroetsch', written over a horizontal line.

Cameron Kroetsch  
President  
CUPE Local 3913

A handwritten signature in black ink, appearing to read 'Tracey Jandrisits', written over a horizontal line.

Tracey Jandrisits  
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    Sessional Job Posting Criteria**

In order to provide consistency, all online postings shall contain the following information:

- (a) Department/School;
- (b) Department number;
- (c) Bargaining Unit;
- (d) Course information;
- (e) Course name and number;
- (f) Projected class enrolment;
- (g) Type of Work Assignment (i.e. full-load or, in exceptional circumstances, pro-rated);
- (h) Semester(s) of appointment;
- (i) Period of the Work Assignment;
- (j) The number of sections available;
- (k) Wages;
- (l) The anticipated duties/responsibilities for the Work Assignment (see list below);
- (m) The days and times required;

- (n) 'Required' and 'Preferred' qualifications;
- (o) The application deadline;
- (p) Hiring contact information, including a posting email contact;
- (q) The status of the posting;
- (r) The employment equity statement;
- (s) Whether or not the course already carries the Right of First Refusal (meaning a Sessional Lecturer has taught the course in any of the previous five (5) semesters)

Anticipated duties/responsibilities:

- (a) Orientation/Training;
- (b) Office Hours;
- (c) Preparation;
- (d) Student Consultation;
- (e) Lecturing;
- (f) Email Correspondence/Monitoring;
- (g) Conducting Labs/Seminars;
- (h) TA Coordination Meetings;

- (i) Invigilating Exams;
- (j) Supervising Field Trips;
- (k) Grading;
- (l) Other Duties (Specify).

These jobs 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.

## **Appendix D Applicant Profile and Application Process**

In order to facilitate a consistent application process, the online application process provides applicants with an opportunity to complete both general profile and a specific application for each course to which the applicant applies, including the following information:

- (a) Name and address;
- (b) Contact information, including home phone and email;
- (c) The applicant's total number of seniority points;
- (d) Prior relevant teaching experience and qualifications;
- (e) Other experience or qualifications;
- (f) An attached résumé.

Online postings shall also contain the employment equity statement and the following:

- (a) When you save this application a copy of your application will be sent to the relevant Department and a confirmation email will be sent to your email address;
- (b) By signifying your agreement and submitting this form you certify that the

information it contains is accurate for the purposes of allowing the University to assess your suitability for employment. You also agree that the University may use the information you submit for the sole purpose of assessing your suitability for employment (including by contacting any references you have identified);

- (c) These jobs 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;
- (d) Please make sure that you have received the confirmation email. If not, please contact the Department immediately.

# Appendix E Sessional Lecturer Offer of Appointment

This position is covered by an Agreement between the University of Guelph and CUPE Local 3913. The text of the current Collective Agreement is available on the Union's website (cupe3913.on.ca) and the University's website (uoguelph.ca/sessional\_ta).

Date (DD/MM/YY):  Name:

Address:  Phone:

City:  Province:  Postal Code:

Dear ,

I am pleased to confirm your appointment as a Sessional Lecturer.

The level of your appointment is:  1.0 (Full)  Other ( Pro-Rated)

Additional details with respect to this work assignment are as follows:

Supervisor:  Department/School:

Lecture Days & Times:  Course:

Start Date:  End Date:  Wages:

NOTE: 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 requirements of this work assignment prior to commencement of the semester. You may be required to complete, as part of the orientation process as an employee, online courses related to Health and Safety and Accessibility. Details of this are provided below. Please sign and return one copy of this appointment letter. You should retain a copy for your records.

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Employee

Please check this box if you would like a printed copy of the Collective Agreement.

## **Appendix F Professional Development Reimbursement Fund**

On an annual basis commencing in September of each year, the University will make available a professional development fund: September 2013- \$25,000 (minus the amount already disbursed); September 2014 - \$30,000; September 2015 and after - \$35,000. The purpose of this fund is to offset costs to the Sessional Lecturer to participate in academic conferences/seminars or to purchase materials in support of their professional/academic development. A Sessional Lecturer is entitled to such reimbursement to a maximum of \$400 once per academic semester and subject to the availability of funds (total reimbursement for all Bargaining Unit members cannot exceed the amount available per year). In addition, any remaining funds may be transferred from one year to the next. Reimbursement to the allowable maximum is made upon receipt of original receipts detailing expenses. For more information visit <http://www.uoguelph.ca/vpacademic/facultyrelations/sessional-reimbursement.php>.

## **Appendix G    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 her 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 her Right of First Refusal to work assignments during the Fellowship Semester, or from applying to posted positions 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 fourteen (14) seniority points accumulated over a minimum seven (7) year period; or a minimum of twenty-one (21) seniority points.

- (b) No more than one (1) approved leave will be granted to an individual Sessional Lecturer in any seven (7) 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 her Dean by June 1 of each year for Fellowships to be taken in the subsequent Fall, Winter, or Spring semester. By July 1, the Dean shall make her recommendation to the Associate Vice-President (Academic).
- (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 her 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 her 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 H 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 I     Right of First Refusal**

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

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

- (a)     The Sessional Lecturer must have demonstrated satisfactory performance in completing the work assignment; and
  
- (b)     Each RoFR that is earned can be exercised for only one section of a course. (For example, teaching one section of a course in one semester results in RoFR to at most one section in a future semester, and for example, teaching two sections of a course in one semester results in RoFR to at most two sections in a future semester).
  
- (c)     Where a Course has had more than one section, and where the different sections had been taught by different Sessional Lecturers, and where that

Course now has less sections, and therefore there are 'competing' Rights of First Refusal on the remaining section/s, the following rules shall apply:

- (1) The Sessional Lecturer with the RoFR on that Course and the most seniority in that Course shall be offered the Course/Section(s) first. If the Sessional Lecturer refuses to exercise her RoFR, then:
  - (2) The next person with the RoFR on that Course and next most seniority in that Course shall be offered the Course/Section(s), and so forth. If the Sessional Lecturers' seniority in the Course is equal, then:
  - (3) The Sessional Lecturer with RoFR in the Course and the most seniority in the Bargaining Unit shall be offered the Course/Section(s) next.
- (d) A RoFR that is earned to a course can be exercised to any section of the course (DE and In-Class) where the curriculum and learning outcomes of have not demonstrably changed and the Sessional Lecturer can demonstrate to the University's satisfaction that she has the technical, technological and/or other capabilities to meet the requirements as posted. The RoFR is not

transferrable between course sections:

- (1) where the location of the course is on a different campus, or at Guelph-Humber; or
  - (2) where the University can demonstrate different curriculum or learning outcomes for different sections of a course.
- (e) Where refusal of a RoFR by the Sessional Lecturer is based solely on an internal course scheduling conflict with another work assignment for which the Sessional Lecturer has secured or has RoFR to, the unexercised RoFR (however many there should be) will be retained by that Sessional Lecturer for four (4) semesters. In such circumstances, the Sessional Lecturer who was appointed to the conflicting work assignment will earn seniority and RoFR to the course.

**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 her 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 February 7, 2014, at Guelph, Ontario.

On Behalf of CUPE Local  
3913 (Unit 2)

On Behalf of the  
University of Guelph



Cameron Kroetsch  
President  
CUPE Local 3913



Tracey Jandrisits  
Assistant Vice-President  
FASR

**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 February 7, 2014, at Guelph, Ontario.

On Behalf of CUPE Local  
3913 (Unit 2)

On Behalf of the  
University of Guelph



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Cameron Kroetsch  
President  
CUPE Local 3913



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Tracey Jandrisits  
Assistant Vice-President  
FASR

### **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. 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 February 7, 2014, at Guelph, Ontario.

On Behalf of CUPE Local  
3913 (Unit 2)



Cameron Kroetsch  
President  
CUPE Local 3913

On Behalf of the  
University of Guelph



Tracey Jandrisits  
Assistant Vice-President  
FASR

**Letter of Understanding 4**  
**Application for Positions**

It is understood that individuals who make application for positions 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 February 7, 2014, at Guelph, Ontario.

On Behalf of CUPE Local  
3913 (Unit 2)

On Behalf of the  
University of Guelph



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Cameron Kroetsch  
President  
CUPE Local 3913



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Tracey Jandrisits  
Assistant Vice-President  
FASR

**Letter of Understanding 5**  
**Archiving of Job Postings**

It is understood that job postings, once posted to the Central Job Posting Website for TAs, GSA1s, & Sessional Lecturers, shall not be deleted, but shall 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 job postings.

SIGNED on February 7, 2014, at Guelph, Ontario.

On Behalf of CUPE Local  
3913 (Unit 2)

On Behalf of the  
University of Guelph



Cameron Kroetsch  
President  
CUPE Local 3913



Tracey Jandrisits  
Assistant Vice-President  
FASR

## **Letter of Understanding 6**

### **Reading Course Work Assignments**

Further to the Collective Agreement between the Canadian Union of Public Employees, Local 3913, Unit 2 and the University of Guelph, it is agreed that in situations whereby a Sessional Lecturer is employed to lead a degree credit course that is determined by the University to be a 'reading course', the following terms and conditions will be applicable. It is agreed that it is at the sole discretion of the University whether or not the reading course will be made available as a Sessional Lecturer work assignment.

It is agreed that, due to the nature of assignment of reading course instructors, the posting provisions of Article 11 shall not apply; however, Departments shall be required to provide reasons for a Sessional Lecturer not being appointed to a particular reading course work assignment. Such reasons shall be provided in writing to Employee Relations, who in turn shall provide such reasons to the Union. Appointments to reading courses will be made in accordance with 11.07, with appointment letters indicating that the work assignment is a reading course.

It is agreed that Sessional Lecturers appointed to a reading course shall be compensated in accordance with the provisions of Letter of Understanding 1, 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 reading course Sessional Lecturers.

SIGNED on February 7, 2014, at Guelph, Ontario.

On Behalf of CUPE Local  
3913 (Unit 2)

On Behalf of the  
University of Guelph

A handwritten signature in black ink, appearing to read 'Cameron Kroetsch', written over a horizontal line.

Cameron Kroetsch  
President  
CUPE Local 3913

A handwritten signature in black ink, appearing to read 'Tracey Jandrisits', written over a horizontal line.

Tracey Jandrisits  
Assistant Vice-President  
FASR

**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 February 7, 2014, at Guelph, Ontario.

On Behalf of CUPE Local  
3913 (Unit 2)

On Behalf of the  
University of Guelph

A handwritten signature in black ink, appearing to read 'Cameron Kroetsch', written over a horizontal line.

Cameron Kroetsch  
President  
CUPE Local 3913

A handwritten signature in black ink, appearing to read 'Tracey Jandrisits', written over a horizontal line.

Tracey Jandrisits  
Assistant Vice-President  
FASR

## 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 an academic 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 employees' 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 February 7, 2014, at Guelph, Ontario.

On Behalf of CUPE Local  
3913 (Unit 2)

On Behalf of the  
University of Guelph



Cameron Kroetsch  
President  
CUPE Local 3913



Tracey Jandrisits  
Assistant Vice-President  
FASR

## Letter of Understanding 9 Pension Contributions

Further to collective bargaining the Parties agree as follows:

Employee Contribution Rates:

Effective Date	Sep 1, 2012*	Sep 1, 2013	Sep 1, 2014	Sep 1, 2015
Below YMPE	6.55%	6.55%	6.55%	7.05%**
Above YMPE	8.25%	8.25%	8.25%	8.75%**

\* Sept. 1, 2012 reflects current percentage contributions for CUPE Local 3913 members.

\*\* The rates listed above are established as maximum member contribution rates under this 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).

Furthermore, 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, 2015 show an increase in the University's Normal Actuarial Cost

to a level above 100% of the member contribution rates specified above, 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 0.5%, to be implemented effective September 1, 2015.

#### Termination Benefits

Effective September 1, 2016, the Retirement Plan will be amended to remove the minimum termination benefit of two times (2x) the accumulated member's required contributions for CUPE Local 3913 Members in respect of pensionable service accrued on or after September 1, 2016. Effective September 1, 2016 for future pensionable service, remove all early retirement subsidies for members who terminate plan membership before age 55. Upon the 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.

SIGNED on February 7, 2014, at Guelph, Ontario.

On Behalf of CUPE Local  
3913 (Unit 2)

On Behalf of the  
University of Guelph



Cameron Kroetsch  
President  
CUPE Local 3913

Tracey Jandrisits  
Assistant Vice-President  
FASR

## **Letter of Understanding 10**

### **Early Retirement Subsidy**

Effective on ratification of the Agreement, the Pension Plan will be amended to eliminate the following portion of Section 9.02 Early Retirement, Section (c) (ii):

‘...provided, however, that such reduction shall not apply if the Member has attained age sixty (60) and his retirement is requested by the University.’

And furthermore the University will cease the practice of inviting and approving Applications for Retirement under the Rule of 60. Effective on ratification, no member shall be eligible for unreduced early retirement solely on the basis of being 60 years of age or older.

The University agrees to a discussion of providing a temporary window of ninety (90) days equivalent to the ‘Rule of 60’ at the first round of bargaining subsequent to the Plan reaching a solvency funding ratio of at least 100%.

SIGNED on February 7, 2014, at Guelph, Ontario.

On Behalf of CUPE Local  
3913 (Unit 2)



Cameron Kroetsch  
President  
CUPE Local 3913

On Behalf of the  
University of Guelph



Tracey Jandrisits  
Assistant Vice-President  
FASR

**Letter of Understanding 11  
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 February 7, 2014, at Guelph, Ontario.

On Behalf of CUPE Local  
3913 (Unit 2)

On Behalf of the  
University of Guelph



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Cameron Kroetsch  
President  
CUPE Local 3913



---

Tracey Jandrisits  
Assistant Vice-President  
FASR

## Letter Regarding Intellectual Property

Cameron Kroetsch  
President  
CUPE Local 3913

Dear Cameron,

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. It is the University's intention in this revised policy that 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, appearing to read "R. Moccia", written over a thin horizontal line.

R. Moccia  
Associate Vice-President, Research (Strategic  
Partnerships)

## Letter Regarding Quality of Education

Cameron Kroetsch  
President  
CUPE Local 3913

Dear Cameron,

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, appearing to read 'Maureen Mancuso', written in black ink. The signature is positioned above a solid horizontal line that serves as a baseline for the signature.

Maureen Mancuso  
Provost & Vice-President (Academic)

SIGNED on February 7, 2014, at Guelph, Ontario.

On Behalf of CUPE Local  
3913 (Unit 2)

On Behalf of the  
University of Guelph



Cameron Kroetsch  
President  
CUPE Local 3913

Tracey Jandrisits  
Assistant Vice-President  
FASR

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

Reza Esfahani (Health & Safety Representative),  
Drew Garvie, Cameron Kroetsch (President),  
Charlotte McCallum (Unit 2 Chief Steward),  
Mykhaylo Sheremet (Finance Officer), Jill Smyth  
(CUPE National Representative), Adam Sparks  
(Communications Officer)

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

Laurie Arnott (Senior Consultant, FASR), Anthony  
Clarke (Assistant Vice-President, Graduate Studies  
& Program Quality Assurance), Moira Ferguson  
(Chair, IB), Tracey Jandrisits (Assistant Vice-  
President, FASR), Anthony Vanelli (Dean, CPES),  
Ann Wilson (Associate Dean Academic, COA)