

**CUPE 3913 (UNIT 2) MEMORANDUM OF SETTLEMENT
SEPTEMBER 1, 2019 to AUGUST 31, 2023**

Memorandum of Settlement (this “Settlement”)

between

University of Guelph (the “University”)

and

Canadian Union of Public Employees & Its Local 3913 (the “Union”)

UNIT 2

Together (the “Parties”)

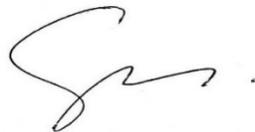
Re: Renewal Agreement

1. The Parties agree to the terms of this Settlement as constituting a full and final settlement of all matters in dispute with respect to the Parties on this matter.
2. The University and the Union negotiating teams have tentatively agreed to the Articles, Appendices, Schedules, Letters and Memorandums, attached hereto in Appendix A. The renewed collective agreement shall be in the same form as the current collective agreement other than as modified in Appendix A.
3. The Parties agree that each will recommend to its respective principals the ratification of the Renewal Agreement and the complete acceptance of the terms of this Settlement.
4. The Parties agree that unless stipulated otherwise all terms and conditions of the Renewal Agreement are deemed retroactive to September 1, 2019.
5. The Parties agree to make all necessary housekeeping amendments to the Renewal Agreement in order to give effect to the overall intentions of the Parties.
6. The Parties warrant that each of the signatories of this Agreement is authorized to bind its respective Party.

For the University



For the Union



Appendix A

4.05

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

5.04 [NEW]

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

5.05

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

6.01

- (b) The University shall remit the amount deducted to the President or designate of the Union immediately following the pay period in which deductions were made and at the same time forward a list of spreadsheet indicating the pay period covered by the deduction and the following information: names, employment status, Departments, and job titles and amount of dues deducted, type of earnings (Schedule, vacation, etc.), current earnings, current hours, current dues, year-to-date earnings, year-to-date hours, and year-to-date dues and year-to-date regular earnings, current and year-to-date hours worked, and current and year-to-date dues deducted of the employees from whom the deductions were made.

**CUPE 3913 (UNIT 2) MEMORANDUM OF SETTLEMENT
SEPTEMBER 1, 2019 to AUGUST 31, 2023**

- (c) Upon request the University will provide any available and additional pertinent information necessary to assist the Union in completing any legislated requirement of disclosure of Union finances or other affairs, including the required Federal and Provincial statistics survey.
- (d) Immediately following the first pay period of each semester, the University shall provide the Union with a full and complete electronic ~~mail~~ list of Bargaining Unit Members. The list will include the following information for each employee: name, employee number, job title, Department, home mailing address, office number, personal telephone number, work email address, and personal email address (if available). This list will be updated immediately following the second pay period of the semester and again immediately following the fourth pay period of the semester.

6.03

- (a) The University shall endeavour to have sufficient copies of this Agreement printed within forty-five (45) days of ratification by both Parties. The Union will reimburse the University for one-fifth (1/5) of the costs. The Agreement shall be printed at a unionized printer jointly agreed to by the Parties of the Union's choice, with the printer's Union logo clearly visible.

6.08

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

6.10

In the event that legislation is enacted that alters the current dues deduction, remittance language, or Union security provisions as set out in this collective agreement or existing legislation, the Parties shall meet to review the new legislative regime and its implementation in a manner that allows the Union to fulfill its legal obligations.

6.11

The Union shall be notified of the full name, position, Department, and contact information of all new employees hired into the bargaining unit prior to their first day of employment.

6.12

The Union may request information pertinent to the operations of the University. The University shall provide information that it deems relevant to the bargaining unit.

6.13

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

- (1) Central and Local Joint Health and Safety Committees
- (2) Code of Ethical Conduct Advisory Committee

**CUPE 3913 (UNIT 2) MEMORANDUM OF SETTLEMENT
SEPTEMBER 1, 2019 to AUGUST 31, 2023**

- (3) Employment Equity Committee
- (4) Human Rights Advisory Group

6.14

The Parties agree that the University will provide the Union with an aggregate report of the equity data, including data on the equity groups identified in the Federal Contractors Program, collected on employees represented by Unit 2 at least once during the life of the Collective Agreement.

In addition, the University will:

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

8.01

- (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 ~~may~~ shall, upon request by the Union provide, in confidence, the Union with the documentation upon which the Department based its decision not to hire that particular employee. This documentation shall ~~include but not~~ be limited to application packages and hiring rubrics. If warranted, the grievance shall then proceed to the Formal Stage as per 8.03.
- (p) During the formal grievance stage, the University shall disclose other documents relied upon by the committee in making its decision which it deems relevant to the Union's grievance. FASR will not unreasonably deny the Union's request.

8.06 Arbitration

- (a) If the University or the Union request that a matter be submitted to arbitration, it shall make such request in writing addressed to the other Party and at the same time state its nominee or request that the matter be heard by a sole arbitrator and provide a list of no less than three (3) potential arbitrators.
- (b) Within ten (10) days thereafter, the ~~other~~ responding Party shall name ~~nominate~~ a nominee, provided however, that if the ~~such~~ Party fails to name ~~nominate~~ a nominee the appointment shall be made by the Minister of Labour upon the request of either Party. 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) If the responding Party accepts that the matter will be heard by a sole arbitrator, the responding Party shall provide its own list of no less than three (3) potential

**CUPE 3913 (UNIT 2) MEMORANDUM OF SETTLEMENT
SEPTEMBER 1, 2019 to AUGUST 31, 2023**

- arbitrators. The Parties shall, within ten (10) days of the exchange of lists, jointly agree on a sole arbitrator. If they are unable to agree upon an arbitrator within a period of ten (10) days, either may then request the Minister of Labour to appoint an arbitrator to hear the grievance.
- (d) Within ten (10) days of agreeing to a single arbitrator or a Board of Arbitration, a hearing will be scheduled. If the parties are unable to schedule a hearing within six (6) months, either party may require, in writing, that a new arbitrator or Board of Arbitration be selected. The process for doing so shall be the same as for other arbitrator/Board of Arbitration appointments.
- (e) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance. In the case of changes to the Labour Relations Act, the Parties agree to meet in order to discuss the effect of such changes on this Collective Agreement.
- (f) ~~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~~ A sole arbitrator shall have the same powers and be subject to the same restrictions as a Board of Arbitration appointed under this Agreement. The responding Party shall within ten (10) days thereafter respond to such a proposal.
- (g) The Board of Arbitration or sole arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement. The jurisdiction of the Board of Arbitration or sole arbitrator shall be confined to the issue in dispute. The decision of the Board of Arbitration or sole arbitrator shall be final and binding upon the Parties. The decision shall be unanimous or one reached by a majority of the members of the Board, provided, however, that if there is no majority decision of the Board, then the decision of the Chair shall constitute the final binding decision of the Board.
- (h) In the event that a Board of Arbitration or sole arbitrator deals with a matter relating to discharge, suspension or disciplinary action, then the Board or arbitrator has the authority to reinstate an employee with or without compensation for wages and any other benefits lost, or to make any other award it may deem just and reasonable which would be consistent with the terms of this Agreement.
- (i) Each of the Parties ~~hereto~~ will bear the fifty (50) percent of any expense of the sole arbitrator or the expenses of their nominee appointed by it and the Parties will jointly bear the expense, if any, of the Chair of the Board of Arbitration.
- (j) The Party demanding arbitration shall be responsible for informing any third Party likely to be adversely affected:

**CUPE 3913 (UNIT 2) MEMORANDUM OF SETTLEMENT
SEPTEMBER 1, 2019 to AUGUST 31, 2023**

- (1) of the time and place of the sitting of the Board of Arbitration or sole arbitrator;
- (2) of the matter to be placed before the Board or arbitrator; and
- (3) of the right of that third Party to be present and represented.

10.02

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

11.01

- (b)
 - (17) a statement that recognizes terms and conditions of the work assignment are covered by the Collective Agreement between the University and CUPE Local 3913, Unit 2 and a link to the Union's website.
- (c) Where a course has both In-Class and DE section(s), the DE sections(s) shall be posted separately from the In-Class section(s).
- (d) In situations where the University anticipates that the work assignment may be available for two (2) or three (3) semesters, the posting shall clearly indicate this possibility. The decision to appoint an employee for more than one (1) semester at a time shall be at the sole discretion of the University ~~(as per 11.02 (d))~~. In addition, the start and end dates for these appointments shall coincide with those established by the University. The appointments in such a case shall be made in accordance with the existing provisions of the Collective Agreement as they pertain to a single work assignment. ~~In addition, the start and end dates for these appointments shall coincide with those established by the University.~~
- (e) The University shall respond to inquiries from the Union regarding ~~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.

11.02

- (c) Where circumstances apply (as per 11.02(b)), the University shall offer the work assignment to employee applicants with active applications as per the regular assignment procedure. In instances where there are no applicants, no suitable applicants, or when time and/or operational needs require that the regular assignment procedure be suspended, the University ~~will first access any applications which are currently on file in the Department. If there are no suitable applicants or applicants available from amongst~~

**CUPE 3913 (UNIT 2) MEMORANDUM OF SETTLEMENT
SEPTEMBER 1, 2019 to AUGUST 31, 2023**

the applications currently on file, the University shall assign the work to a qualified person as per 11.04 in the following order:

1. Current CUPE 3913 employees who applied for that specific semester and course;
2. Individuals who have current applications on file with the academic unit (generally within the past four (4) semesters);
3. A person deemed suitable by the academic unit.

The University shall inform the Union, in writing, within ten (10) days following such assignments.

- (d) Where a Department has reason to believe that a single course shall be available for posting over a period of two (2) or three (3) consecutive semesters, the Department may post the available work over the applicable period as a single work assignment.

11.03

(a)

(i) All applicants for work assignments, except those employees with Right of First Refusal per Appendix F, must apply via the online application process, providing an updated application and Curriculum Vitae to each of the Departments in which they seek employment. Employees exercising a Right of First Refusal per Appendix F shall do so through the online hiring system

(ii) The employee who is eligible to exercise the Right of First Refusal to a section of a course in accordance with Appendix F shall be invited to do so at the same time as the assignment is posted. The invitation will provide a reasonable time frame (at least three working days for invitations issued within one month of the commencement of the work assignment) within which to accept the offer invitation. Except in extenuating circumstances, failure to accept will be deemed as a refusal to exercise their Right of First Refusal.

- (e) An applicant's submission of an application certifies that the information it contains is accurate for the purposes of allowing the University to assess suitability for employment. An applicant's submission of an application also signifies agreement ~~agree~~ that the University may use the information submitted for the sole purpose of assessing suitability for employment (including by contacting any references identified).

11.04

(c)

(i) A Selection Committee must be established for all job competitions. The Selection Committee, when established, must be composed of, at minimum, three people, with knowledge, experience, and expertise. At least two members shall have knowledge, experience, and expertise in the area(s) of specialization of the course. In small Departments where there are no two persons in such specialization, at least two members shall be used that have academic knowledge, experience, and expertise in

**CUPE 3913 (UNIT 2) MEMORANDUM OF SETTLEMENT
SEPTEMBER 1, 2019 to AUGUST 31, 2023**

the areas of the Department. Areas of specialization are those disciplines where the University of Guelph confers degrees in accordance with the Academic Calendars. At the University of Guelph-Humber, areas of specialization are the degree programs as per the Academic Calendar.

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

11.05

(b)

- (1) a statement that indicates that this work assignment 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)~~ and a link to the Union's website;
- (2) The contact email for the President: president@cupe3913.on.ca;

(c) A link to the Employment Equity survey will be provided.

11.XX

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

12.01

The University agrees that once an offer of employment has been issued or an invitation to exercise a Right of First Refusal, there shall be no layoff or reduction in normal earnings for any member of the Bargaining Unit, except by reason of course cancellation due to unreasonably low enrolment.

14.01

The Parties agree that Article 14.01 will be amended as required to implement wage increases equal to:

2019/20 – 0.75%

**CUPE 3913 (UNIT 2) MEMORANDUM OF SETTLEMENT
SEPTEMBER 1, 2019 to AUGUST 31, 2023**

2020/21 – 0.75%
2021/22 – 0.75%
2022/23 – 1.85%

14.02 Wages are paid bi-weekly on Thursdays. ~~and are inclusive of vacation pay.~~

14.10

- (d) Each Academic Unit shall have a promulgated process for assigning teaching assistants that is fair, equitable and transparent. The Department shall provide a link to this policy in the Unit 2 work assignment offer.

17.01

- (d) An employee who is ill and unable to fulfill their hours of work for more than nine (9) hours shall be granted unpaid medical leave for the duration of their illness. Where the employee has previously held RoFR to the course, the RoFR will be extended as if the course had been successfully completed and a seniority point awarded. Where the employee did not hold RoFR prior to the leaves per Appendix F, and where the sessional lecturer has successfully completed at least 50% of the work assignment, the employee will earn Right of First Refusal. Where the employee without prior RoFR has worked at least one day of the work assignment, the employee will earn a seniority point.

17.XX

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

17.XX Arbitration Hearing Leave

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

19.01 University Health Insurance Plan (UHIP)

- (a) The University shall provide, on an annual basis, ~~(first week of September)~~ a \$100,000 ~~pool~~ a fund for the purpose of reimbursement offset of the premium costs under the SunLife UHIP plan. The amount of the fund shall be:

2019/20 - \$125,000
2020/21 - \$150,000
2021/22 - \$175,000
2022/23 and every year thereafter - \$225,000

The Fund shall be disbursed proportionally among international students who are

**CUPE 3913 (UNIT 2) MEMORANDUM OF SETTLEMENT
SEPTEMBER 1, 2019 to AUGUST 31, 2023**

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 three semesters. Prior to electronic reimbursement, via payroll, FASR will provide notification to the Union of the names and applicable reimbursement 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.
- (c) Any remaining funds may be transferred from one year to the next during the life of the Collective Agreement. Any amount remaining after all reimbursements have been made for the ~~2018-2019~~ last academic year of the life of the Agreement will be transferred to the Supplemental Benefit Plan ~~remain with the University~~.

19.02 Supplemental Benefit Plan

- (a) On an annual basis (first week of September), the University will provide ~~\$275,000~~ a pool of money for the supplemental benefits plan for employees covered by the terms of the Unit 1 and 2 Agreements. The value of the pool will be as follows:

2019/20 - \$300,000
2020/21 - \$325,000
2021/22 - \$350,000
2022/23 and every year thereafter - \$375,000

(Clarification note: the amount noted above is the combined total for both the Unit 1 and Unit 2 Agreements). Members apply through the Union to receive benefits.

20.04

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

23.01

The terms of this agreement shall be in effect from ~~September 1, 2016 to August 31, 2019~~ September 1, 2019 to August 31, 2023, and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing, not less than thirty (30) calendar days and not more than ninety (90) calendar days prior to the expiration date, that it desires to amend or terminate this Agreement.

**CUPE 3913 (UNIT 2) MEMORANDUM OF SETTLEMENT
SEPTEMBER 1, 2019 to AUGUST 31, 2023**

RENEW Appendix A (Policy on HIV/AIDS)

RENEW Appendix B (Definition of Sexual and Gender Harassment)

RENEW and AMEND Appendix C (Professional Development Reimbursement Fund)

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

2019/20 - \$41,000

2020/21 - \$48,000

2021/22 - \$55,000

2022/23 and every year thereafter - \$65,000

~~of \$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 ~~\$500~~400 once per semester and subject to the availability of funds (total reimbursement for all Bargaining Unit members cannot exceed the amount available per year). In addition, any remaining funds may be transferred from one year to the next. Reimbursement to the allowable maximum is made upon receipt of original receipts detailing expenses. For more information visit <https://www.uoguelph.ca/facultyrelations/tas-sessionals/sessional-lecturer-pdr>.

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

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

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

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

Number of Fellowships and Eligibility for Application:

- (a) A maximum of seven (7) such Fellowships per academic year shall be made available through application by Sessional Lecturers with either a minimum of ~~fourteen (14)~~ ten (10) seniority points accumulated over a minimum seven (7) year period; or a minimum of ~~fourteen (14)~~ twenty-one (21) seniority points.

**CUPE 3913 (UNIT 2) MEMORANDUM OF SETTLEMENT
SEPTEMBER 1, 2019 to AUGUST 31, 2023**

- (b) No more than one (1) approved leave will be granted to an individual Sessional Lecturer in any ~~seven (7)~~ five (5) year period.

Application and Decision Process:

- (a) A joint (i.e., University and CUPE Local 3913) call for applications from all Sessional Lecturers who meet the eligibility criteria shall be posted on the Provost's website, and the CUPE Local 3913 website and circulated to all Academic Units at the beginning of May each year.
- (b) An eligible Sessional Lecturer shall be able to make application to their Dean or Vice-Provost by June 1 of each year for Fellowships to be taken in the subsequent Fall, Winter, or Spring semester. By July 1, the Dean shall make their recommendation to the Associate Vice-President (Academic).
- (c) The written application for the Fellowship will include:
 - (1) a statement of goals;
 - (2) a plan of scholarly activity;
 - (3) an up-to-date Curriculum Vitae.
- (d) The Associate Vice-President (Academic) shall inform all applicants, in writing, of the results of their decision by August 1 each year.
- (e) Appeals of the decision of the Associate Vice-President (Academic) may be made in writing within ten (10) days of receipt of the decision to the Provost and Vice-President (Academic). The Provost shall be provided ten (10) days to reach their decision and notify the appellant Sessional Lecturer in writing. The decision of the Provost shall be final and not subject to grievance or further avenue of appeal.

Reporting:

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

**CUPE 3913 (UNIT 2) MEMORANDUM OF SETTLEMENT
SEPTEMBER 1, 2019 to AUGUST 31, 2023**

RENEW Appendix E (Group Benefits)

RENEW and AMEND Appendix F (Right of First Refusal)

Notwithstanding to provisions of 11.02 (d), the following will apply with respect to the application of the Right of First Refusal (RoFR) to an available Sessional Lecturer 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 shall be made in one (1) of the immediately following ~~four (4)~~ six (6) semesters.

(a)

- (3) The period of eligibility (i.e. ~~four (4)~~ six (6) semesters immediately following) may be extended by approval of the University for a maximum of two (2) semesters where there are bona fide medical issues, documented by a recognized licensed medical practitioner, that prevented the Sessional Lecturer from being able to accept a work assignment in on of the ~~four six (6)~~ semesters of eligibility.

(b)

- (5) Where there are competing Rights of First Refusal as a direct result of one Member taking leaves under Article 17, the Member who took the leave shall be appointed ahead of the Member who held the work assignment during their absence regardless of the seniority of either Member.

- (f) Where a 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 (how many there should be) will be retained by that Sessional Lecturer for ~~four (4)~~ six (6) semesters. In such circumstances, the Sessional Lecturer who was appointed to the conflicting work assignment will earn seniority and RoFR to the course.

(g) RoFR in Applied Music courses in the School of Fine Arts and Music

- (1) The following rules apply only to Applied Music courses in the School of Fine Arts and Music.
- (2) Applied Music courses are private instruction courses in the School of Fine Arts and Music, which are designed to be taken in successive semesters and are offered in piano, voice, orchestral instruments, and various jazz and early instruments.
- (3) Clause (b) of Appendix F shall not apply to Applied Music courses.
- (4) Upon completion of an Applied Music work assignment, the RoFR will accrue to the instrument and not the specific course code. This RoFR may be applied to any of the eight (8) Applied Music courses, on the understanding that each RoFR that is earned can only be exercised for one work assignment. (For example, teaching one section of any Applied Music course in one semester results in RoFR to at most one section of an Applied Music course with the same instrument in a future semester and, for example, teaching two sections of an Applied Music course in one semester results in RoFR to at most two sections in a future semester).

**CUPE 3913 (UNIT 2) MEMORANDUM OF SETTLEMENT
SEPTEMBER 1, 2019 to AUGUST 31, 2023**

- (5) Where there are ‘competing’ Rights of First Refusal on Applied Music courses, the following rules shall apply:
- a. If the enrolled student has completed Applied Music with a Sessional Lecturer exercising RoFR, the Sessional Lecturer shall be offered the work assignment first. Where two or more Sessional Lecturers have taught the student before, the most senior will be offered the work assignment first; then,
 - b. The Sessional Lecturer with the RoFR on that instrument and the most seniority in Applied Music shall be offered the work assignment; then,
 - c. The next Sessional Lecturer with RoFR on that instrument and next most seniority in Applied Music shall be offered the work assignment, and so forth;
 - d. If the Sessional Lecturers’ seniority in Applied Music is equal, then the Sessional Lecturer with the most seniority in the Bargaining unit shall be offered the work assignment next.

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

RENEW Letter of Understanding #2 (Campus Resources)

RENEW Letter of Understanding #3 (Employment Insurance)

RENEW Letter of Understanding #4 (Application for Work Assignments)

RENEW Letter of Understanding #5 (Archiving of Work Assignment Postings)

RENEW and AMEND Letter of Understanding #6 (Reading Course Independent Study 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~~ Where a Sessional Lecturer is employed to lead a degree credit course that is determined by the University to be an Independent Study course ‘reading course’, the following terms and conditions will ~~apply~~ be applicable. It is agreed that it is at the sole discretion of the University whether ~~or not~~ the Independent Study reading course will be made available as a Sessional Lecturer work assignment.

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

~~It is agreed that~~ Sessional Lecturers appointed to an Independent Study reading course shall be compensated in accordance with the provisions of ~~Letter of Understanding 4~~ Article 14.07, that is, at the appropriate pro-rated work assignment percentage, as determined by the

**CUPE 3913 (UNIT 2) MEMORANDUM OF SETTLEMENT
SEPTEMBER 1, 2019 to AUGUST 31, 2023**

Department. The pro-rating, by the Department, shall be based on either the percentage of workload (based on a full semester work assignment) or the percentage of time (based on a full semester). At the request of either Party a meeting shall be convened to discuss the specific course(s) and implementation arrangements.

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

RENEW Letter of Understanding #7 (Student Evaluations)

RENEW Letter of Understanding #8 (Severance Pay)

RENEW and AMEND Letter of Understanding #9 (Pension)

Further to collective bargaining the Parties agree as follows:

Employee Contribution Rates:

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

* Sept. 1, 2019 reflects current percentage contributions for CUPE Local 3913 members.

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

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

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

Pending such certification of results by the Plan Actuary, member contribution rates will increase to fund 50% of that portion of the University's Normal Actuarial Cost above 100% of member contributions at the time of the valuation. Under this calculation, member contributions will be subject to a maximum increase of ~~0.2550%~~ 0.50%, to be implemented effective September 1, ~~202017~~ and ~~September 1, 2018~~. Unless otherwise provided for under this Schedule, member contribution rate increases will not exceed 0.50% during the term of the Collective Agreement. The Employer contribution rates will continue to be determined by the Plan Actuary, but in no case shall be less than the member rates.

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

**CUPE 3913 (UNIT 2) MEMORANDUM OF SETTLEMENT
SEPTEMBER 1, 2019 to AUGUST 31, 2023**

(YMPE).

Termination Benefits

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

Contribution Holidays

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

University Pension Plan (UPP) & the Retirement Pension Plan

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

~~CUPE 1334 Pension Benefits~~

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

DELETE Letter of Understanding #10 (Early Retirement Subsidy)

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

DELETE Letter of Understanding #12 (Membership on Committees)

DELETE Letter of Understanding #13 (Employment Equity)

RENEW Letter of Understanding #14 (Sexual and Domestic Violence)

RENEW Letter of Understanding #15 (Access to the Employee Assistance Program)

NEW Letter of Understanding #16 (Mental Hazards)

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

NEW Letter of Understanding #17 (First Year Seminars)

1. When the University determines there is a need for individuals, other than those excluded from the bargaining unit pursuant to Article 2.01 (a), (f), (h), and (i) of the Collective Agreement, to teach First Year Seminars, the University will post a single work assignment advertisement on the hiring website for the purpose of collecting applications.

**CUPE 3913 (UNIT 2) MEMORANDUM OF SETTLEMENT
SEPTEMBER 1, 2019 to AUGUST 31, 2023**

2. University employees and external applicants not otherwise excluded from the bargaining unit pursuant to Article 2.01 (a), (f), (h), and (i) of the Collective Agreement who wish to propose a First Year Seminar will do so through the online hiring system. Letter of Understanding 4 applies to applicants without seniority.
3. The members of the FYS Curriculum Committee will form the Selection Committee. The Selection Committee will still be bound by the requirements for membership from equity-seeking groups and DHR training pursuant to Article 11.04(c) .
4. Applicants will submit their application as per 11.03. In addition, individuals applying for First Year Seminars through the hiring website will be required to submit a course proposal using the prescribed form in addition to any other application materials. A link to the prescribed form will be provided.
5. Each applicant in the bargaining unit will be able to submit the same number of course proposals per competition as applicants excluded from the bargaining unit. The number of course proposals per applicant per competition will be determined and announced by the FYS Curriculum Committee.
6. Applications will be assessed using the selection process as established in Article 11.04 except that, notwithstanding Article 11.04(b), the course proposal will be the primary criterion for the Selection Committee. The Selection Committee will establish the criteria to evaluate the course proposals in writing and will give a value to the course proposal in the hiring rubric. The criteria shall be the same as for employees excluded from the bargaining unit.
7. The Selection Committee will score the course proposals and select the highest scored candidate(s) from those submitted. It is understood that the University may not select the most qualified or most senior applicants in accordance to the total score in the rubric including the course proposal .
8. Individuals appointed to First Year Seminar work assignments will earn a seniority point and Right of First Refusal (RoFR) applicable to subsequent First Year Seminar offerings of the same course as outlined in their original course proposal.
9. The existence of a RoFR does not give an applicant priority for their course topic in the selection process unless the same course as outlined in their proposal is offered. The decision to select a course for subsequent offerings will be at the sole discretion of the University in accordance to Article 3.
10. The decision to select a course for subsequent offerings will be made before posting the work assignment. The person(s) holding the RoFR will be notified and invited to exercise their RoFR through a non-public posting.
11. Members who are not invited to exercise their RoFR may request their same course be offered again by exercising their RoFR via the online hiring system and including a copy of a course proposal and, should they choose, an updated CV. Course proposals may be amended prior to submission or the SL may submit the original proposal.
12. Sessional Lecturers who are hired to teach a First Year Seminar will be compensated at their corresponding wage step in the wage grid on the basis of their accrued seniority at time of hire.

**CUPE 3913 (UNIT 2) MEMORANDUM OF SETTLEMENT
SEPTEMBER 1, 2019 to AUGUST 31, 2023**

13. Any payment previously issued below the corresponding wage step will be corrected retroactive to the first pay of Fall 2019. For Winter 2020, all Sessional Lecturers will be compensated at Step 5 or their wage step determined under Clause 11, whichever is higher. Beginning Fall 2020, wage step for all Sessional Lecturers (including those currently employed) will be determined by their accrued seniority.

NEW Letter of Understanding #18 (Amendment to Benefit Plan)

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

- a) Increase the annual dollar allocation for psychological services from \$300 per calendar year to \$1,200 per calendar year. Coverage includes counseling services where provided by social workers, psychologists, psychotherapists, marriage and family therapists, or clinical counselors licensed and registered by the Provincial governing body in the Canadian province in which the services are provided;
- b) Include coverage for non-oral contraceptives as prescribed by a physician provided that the contraceptive has a drug identification number (DIN); and,
- c) Remove the requirement for a physician's referral for massage therapy.

NEW Letter of Understanding #19 (Participation in Committees)

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

NEW Letter of Understanding #20 (University of Guelph-Humber Courses)

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

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

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

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

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

Now therefore, without prejudice or precedent to any other matter between the parties, for the

**CUPE 3913 (UNIT 2) MEMORANDUM OF SETTLEMENT
SEPTEMBER 1, 2019 to AUGUST 31, 2023**

duration of the 2020-2024 Collective Agreement, the Parties agree as follows:

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

A maximum of twelve (12) Temporary Assignments in each of the Fall and Winter semesters and up to four (4) Temporary Assignments in the Summer semester may be created in Scenario 1 and an equivalent number in Scenario 2. It is understood that these semester maximums cannot be carried forward. Postings on the Guelph side shall indicate that the assignment is a Temporary Appointment.

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

4. The University will notify the Union of Temporary Appointments under Paragraph 3 within ten (10) days of posting such an assignment.
5. This LOU is without prejudice or precedent to any ~~the position of~~ taken by either the Union or the University and neither party will rely on this LOU and/or any practice arising from the implementation and/or operation of this LOU in any future matter between the parties with respect to “contracting out” and Article 11.06 of the Collective Agreement.

RENEW Letter Regarding Quality of Education

RENEW Letter on Intellectual Property

The University’s Policy on Intellectual Property applies to, amongst other employee groups and students, employees covered by the terms and conditions of CUPE Local 3913, Units 1

**CUPE 3913 (UNIT 2) MEMORANDUM OF SETTLEMENT
SEPTEMBER 1, 2019 to AUGUST 31, 2023**

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.

NEW Letter of Agreement (Conversion to University Pension Plan)

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

BETWEEN

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

- and -

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

WHEREAS prior to June 29, 2019 the Union provided consent pursuant to and in accordance with subsection 80.4(6) of the Pension Benefits Act, R.S.O. 1990 (the "PBA") on behalf of all employees in the bargaining unit represented by the Union who are members of the Retirement Plan of University of Guelph (the "Plan") for the conversion of the Plan to the UPP under section 80.4 of the PBA, including the transfer of the Plan's assets and liabilities to the UPP, the UPP to be a jointly sponsored pension plan as defined in and for the purposes of the PBA;

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

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

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

**CUPE 3913 (UNIT 2) MEMORANDUM OF SETTLEMENT
SEPTEMBER 1, 2019 to AUGUST 31, 2023**

Employees' Association (Unit 2), and the Ontario Nurses' Association Local 15.

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

NOW THEREFORE the parties agree as follows:

Participation in the UPP

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

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

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

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

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

Member/employer contributions under the UPP

On the date that pension accrual starts under the UPP for the members of the Plan, the contributions shall be 50/50 and subject to change thereafter as determined by the Sponsors of the UPP, including under any Funding Policy developed by the Sponsors. 50/50 contributions on the date that pension accrual starts under the UPP are currently expected to be:

9.2% of Pensionable Salary up to the YMPE; and

11. 5% of Pensionable Salary over the YMPE

**CUPE 3913 (UNIT 2) MEMORANDUM OF SETTLEMENT
SEPTEMBER 1, 2019 to AUGUST 31, 2023**

Pension Contribution Offset

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

4. Amendments to the Collective Agreement

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

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

Articles 19.04 - 19.07

Letter of Understanding 9 – Pension

Letter of Understanding 10 – Early Retirement Subsidy

Letter of Understanding 11 – Modifications to Benefits Levels

The incorporation of “no grievance and arbitration provisions” respecting pension matters – i.e. any and all issues related to the UPP shall not constitute a “difference” between the parties for the purposes of the Ontario Labour Relations Act or the collective agreement in effect on the UG Conversion Date and must be addressed under the provisions of the UPP and whatever mechanism the UPP Sponsors may implement for issues or disputes related to the UPP and that it is the intention of the University and the Union that an arbitrator appointed under the collective agreement shall have no jurisdiction to hear any grievance referred to arbitration or grant any remedy in any way related to the UPP; and

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

5. Enforcement of the LOA

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

**CUPE 3913 (UNIT 2) MEMORANDUM OF SETTLEMENT
SEPTEMBER 1, 2019 to AUGUST 31, 2023**

FOR THE UNIVERSITY



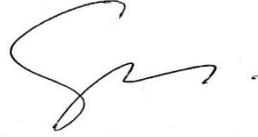
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FOR THE UNION



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DATED AT GUELPH THIS 19TH DAY of AUGUST 2020.