

COLLECTIVE AGREEMENT

BETWEEN



3 9 1 3 On the front line

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 3913 – UNIT #2**

- AND -

**UNIVERSITY
of GUELPH**

UNIVERSITY OF GUELPH

Printed by Union Labour at
J.H. French Co. Ltd. 1-800-732-0354



**EXPIRY DATE
AUGUST 31, 2013**

MIKE'S MEMORIAL

In Fondest Memory of

Brother Mike Skinner

Untiring Trade Unionist,

Social Activist, Organizer and

First Staff Rep. for CUPE 3913.

Fighting for Social Justice was his life.

Brother Mike passed away at the age of 54

On April 27, 2008.

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COLLECTIVE AGREEMENT ENTERED INTO
in the City of Guelph in the Province of Ontario
as of the 23rd day of March 2011.

BETWEEN:

THE UNIVERSITY OF GUELPH
(hereinafter called the 'University')

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL 3913 (UNIT # 2)**
(hereinafter called the 'Union')

Expires the 31st day of August 2013.

Article I 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 shall apply:

- (a) 'Employee' means an employee of the University included in the Bargaining Unit as defined in Clause 2.01 of this Agreement;
- (b) 'Human Resources File' means the human resource file held by the Human Resources Division;
- (c) 'Supervisor' means the person with primary responsibility for the assignment and direction of work. Normally, this person is the Chair/Director of her/his Department/School;
- (d) Unless otherwise specified, a 'day' is a working day in the University's Human Resources Division;
- (e) 'Department' means Academic Department, School, or Interdepartmental Programme;
- (f) 'Contact hours' means University scheduled classroom contact hours;
- (g) For the purposes of Clause 10.01 'preparation' means the activity required to remain current and develop the content/material required to deliver the contracted teaching assignment;
- (h) '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;
- (i) '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 clar-

ifying 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.

Article II Union Recognition

2.01 The University recognizes the Canadian Union of Public Employees Local 3913 (Unit #2) as the 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 programme;
- (f) persons who exercise managerial functions or who are employed in a confidential capacity in matters related to labour relations;

- (g) post doctoral 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.

3.02 Subject to Clause 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 III 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 working forces 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, programme, Department/School, operation or service, provided that any expansion, alteration, combining, transfer or ceasing of any course, job, programme, 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 will be exercised in a manner consistent with the provisions of this Agreement.

Article IV Union Representation

4.01

- (a) The University recognizes the right of the Union to appoint a number of stewards, in each College, up to or equivalent to the number of

Departments/Schools in that College. It is agreed that any Steward must currently be an employee or have been an employee, in that College, in the twelve (12) months prior to her/his appointment as Steward. A Steward shall continue to be recognized until further written notice from the Union indicating otherwise.

- (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/his 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/his 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 Chair 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 shall 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 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.
- (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 names of 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 agrees to provide the Union with a list of those persons properly designated to discuss matters concerning the Union or this Agreement, once per academic year.

4.05 Unless otherwise specified all correspondence between the Parties shall be mailed between the Office of Faculty & Academic Staff Relations and the Office of the Union Local.

4.06 The Union agrees that there will be no solicitation on behalf of the Union on University premises by an employee during her/his 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 V 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 XXI and the instructions of her/his 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').

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/his rights as provided for in this Agreement.

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 (as approved on April 11, 2002).

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 V the grievor may, where the person against whom the allegation is being made is her/his supervisor, Chair/Director, or Dean, refer the grievance to the next highest step of the grievance procedure.

5.05 Where an employee has lodged a grievance alleging that she/he has been a victim of harassment she/he shall have the right to Union representation and shall not have to be present at any meeting with the alleged harasser. The Union representative may speak on her/his behalf at any stage of the grievance process. The employee may request of the Dean (or designate) of her/his College that her/his 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 (as approved April 11, 2002).

Article VI 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 Chair 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 shall provide any available and additional pertinent information necessary to assist the Union in completing the required Federal and Provincial statistics surveys.
- (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.

- (f) Immediately following the second pay period of each semester and again immediately following the fourth pay period of each semester, the University shall provide the Union with an electronic (excel-readable file) listing of Bargaining Unit members names, home addresses and phone numbers as may be contained in the payroll files.

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 Clause 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 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, a copy of the new Agreement. The Departments shall provide new employees with a copy of the current Agreement at the same time as the 'Letter of Appointment' (as per 11.06 (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) computer disk containing the text of the new Agreement shall be forwarded to the Union.

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 Local in retaining office space on campus, at the standard cost, in order to facilitate the orderly administration of this Agreement. The Union is liable for all and any expenses with respect to telephone and other such services.

6.06 The University shall provide the Union with access, at the 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 Upon request each January, Academic Staff Relations will provide the Union with any available and additional pertinent information necessary to assist the Union in completing any government requested surveys.

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 VII 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, work

stoppage, 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 VIII Grievance Procedure

8.01 Preamble

- (a) Nothing herein shall be deemed to preclude an employee from discussing problems, personal or job related, with her/his supervisor, Chair, or a representative of the Office of Faculty & Academic Staff Relations, 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 the Office of Faculty & Academic Staff Relations, 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 Representative, or to demand that their Union Representative 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, and which cannot be resolved through the conflict resolution stage.
- (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 Steward and/or 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 VIII.
- (g) Through the Formal Grievance Stage(s), written communication shall be between the Union and the applicable University representative. Written communication at the Informal Stage of the Grievance Procedure shall be between the employee(s) and the applicable University representative 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 Director of Faculty & Academic Staff Relations (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/his employment responsibilities following the completion of her/his 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 Director, Faculty & Academic Staff Relations (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 VIII.
- (o) In the interest of dealing as expeditiously as possible with a case of an employee who grieves on the basis of 'unfair hiring', at the Informal

Grievance Stage meeting (held pursuant to Clause 8.02 (a), the Department shall provide the Union with the documentation, in confidence, upon which the Department based its decision not to hire that particular employee.

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 adjusted/dealt with as quickly as reasonably possible. If an employee has a grievance, she/he shall first discuss the matter, at a meeting arranged for this purpose, with her/his Chair/Director, with or without a Steward or 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/his 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/his College and Director, Faculty & Academic Staff Relations (or designate), delivered to the Director, Faculty & Academic Staff Relations (or designate).

8.03 Formal Grievance Stage

- (a) An individual, group or policy grievance shall include the following:
 - (i) the date of presentation;
 - (ii) the nature of the grievance and any supporting documentation which the grievor and/or Union believes is relevant in support of the grievance;
 - (iii) where applicable the names of the grievor(s);
 - (iv) the remedy sought;
 - (v) the Article, Section or Sections of this Agreement allegedly violated or the alleged occurrence said to have caused such grievance;
 - (vi) 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 Director, Faculty & Academic Staff Relations (or designate) shall convene a meeting within ten (10) days with the employee, Chief Steward and/or Assistant Chief Steward and/or Steward and/or 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 Director, Faculty & Academic Staff Relations (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 the Chair of the Union (or designate), and submitted to the Director, Faculty & Academic Staff Relations (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 Director, Faculty & Academic Staff Relations (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 the Chair of the Union (or designate), or the Director, Faculty & Academic Staff Relations (or designate), as the case may be, and submitted to the Director, Faculty & Academic Staff Relations (or designate) or Chair of the Union (or 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 VIII, 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:
 - (i) of the time and place of the sitting of the Board of Arbitration;
 - (ii) of the matter to be placed before the Board; and
 - (iii) of the right of that third Party to be present and represented.

Article IX 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 in the event that 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/his 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. When such investigation requires meeting with the employee, the employee shall be entitled to be represented at such meeting by a Union Steward and/or 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 Steward and/or 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 within three (3) days of such meeting.

9.06 It is agreed that disciplinary/warning letters within an employee's Human Resource 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 Employee Relations Section of Human Resources. 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 Clause 11.03 and disciplinary decisions are made in accordance with Clause 9.01.

9.09 Only written employment related records, included in an employee's Human Resource File may be used for disciplinary purposes.

Article X 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/his Department and subject to the provisions of Article XXI, 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/his 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/his right to be accompanied by a representative of the Union if she/he 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: TAship 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/he has been given unreasonable expectations, the employee may request a meeting with her/his Chair/Director (or designate) to resolve the problem. Additional meetings between the employee and her/his Chair/Director (or designate) may be required.
- (d) Any meeting(s) shall be considered regular work time and shall occur normally within two (2) days of receipt of such request.
- (e) A summary of the details agreed upon at such meetings shall be provided, in writing, by the Chair/Director or designate, signed by the Chair/Director (or designate) and the Employee,

and shall constitute the 'Work Agreement' for the course.

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 XI 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:

- the Bargaining Unit to which the posting applies
- the type of position (i.e. Sessional Lecturer)
- the course name and number
- the start and termination dates for the appointment
- the level of appointment (i.e. full, or portion thereof)
- the number of sections and class times (if available)
- projected class enrolment (where relevant)
- assigned responsibilities
- required and preferred qualifications (academic and/or professional)
- wages
- application deadline

- indication of whether the work assignment carries a possible 'Right of First Refusal' per Letter of Understanding #3
- any applicable equity provisions; and
- the current University of Guelph employment equity statement which may be amended from time to time through discussion with stakeholder groups through the Employment Equity Committee.

(c) Where different types of positions in one (1) course are posted together, the qualifications for those positions shall be listed separately. 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, GSA1s, & Sessionals, within the time frames provided for in this Article. At the time of posting, a link to the posting shall be forwarded, via email, to the Union and also to the Director, Faculty & Academic Staff Relations.

(e) The University shall respond to enquiries from the Union with regard to posting criteria as specified in (a), (b) and (c). The Union shall notify Faculty & Academic Staff Relations 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 representative(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), Faculty & Academic Staff Relations 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 VIII (with a Formal Stage Grievance meeting set up within five (5) days of receipt of the grievance).
- (g) Specific assigned text book(s) shall be made known to the Sessional Lecturer normally no later than at any meeting held pursuant to 10.02. The Union agrees that the University determines the textbook(s) to be assigned to a particular course; however, such assignment of text book(s) shall not infringe on the academic freedom of the employee pursuant to Article XXI by preventing the employee from supplementing the text or materials or from presenting alternative perspectives or approaches.

11.02

- (a) All assignments of work, excepting circumstances arising as per Clause 11.07, shall be posted by the Department electronically (in accordance with the provisions of Clause 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 devise, prior to the end of September 2011, 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 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 Letter of Understanding #3, must apply via the online application process, providing an updated application and Curriculum Vitae to each of the Departments in which she/he seeks employment.

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

11.06 Offer of Work Assignment and Letter of 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) Letter of Appointment

Once the candidate indicates her/his 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 Letter of Understanding #3. 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:

- (i) when an employee withdraws from a work assignment;
- (ii) if an unanticipated work assignment occurs;
- (iii) when a work assignment becomes available after the first day of classes as a result of illness or resignation;
- (iv) when a work assignment is offered to an employee who then declines to accept it.
- (v) subject to Letter of Understanding #3, when a work assignment is offered to a University of Guelph Ph.D. student as part of her/his programme 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 general applications which are currently on file in the Department. If there are no suitable applicants or applicants available from amongst the general 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

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 XII Course Cancellation

12.01 The University agrees that once an offer of employment has been issued, there shall be no lay-off 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 XIII Performance Evaluations

13.01

(a) The performance evaluation of any employee, shall be treated as confidential information between the employee, the Tenure and Promotion Committee, and the University, unless the employee chooses to share it with the Union. The employee shall receive a copy of her/his performance evaluation as conducted by the Department Tenure and Promotion Committee within ten (10) days of such an 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/his academic pursuits at the University except with the written request of that employee. If an Employee is also a student at the University her/his academic record shall not impact her/his employment in the Bargaining Unit unless required as part of the University's hiring criteria.

(c) It is recognized by the University and CUPE 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, on-going dialogue, and shall not form part of the formal process.

13.02 Performance evaluations of employees shall be conducted by the Department's 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 her/his 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 Student evaluations of teaching will form part of the information considered in the evaluation of employee performance. Any unsigned comments from student evaluations will not be used unless agreed to by the employee.

13.08 Where an employee challenges her/his 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 any records and/or documentation that were used as a basis for the evaluation.

Article XIV Wages

14.01 The University and the Union agree to accept, for the term of this Agreement, the wage rates set out in Schedule 'A', Schedule 'B', and Schedule 'C', attached hereto and forming part of this Agreement.

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

14.03 Music Instructors will be paid in accordance with Schedule 'C'.

14.04 Distance Education Instructors shall be paid per the effective Schedule 'A' wages for the equivalent of a full-semester work assignment.

Distance Education Instructors 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 a Distance Education Instructor receives does not imply a maximum number of students per class.

14.05 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's consent shall not be unreasonably withheld. Wages are paid bi-weekly on Thursdays.

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

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

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

14.09

(a) In the event that the University requires the Sessional Lecturer to: reread papers or exams, attend appeals, participate in cases of academic dishonesty, grading or re-grading 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'.

(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/his class after the 40th day of classes (excluding students who are auditing the course), and providing the Sessional Lecturer has not been provided with a GTA, UTA or 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.

60 or less students - no additional compensation

61 - 110 students - \$75.00

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)

It is understood that the above amounts are not cumulative.

Article XV 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, available libraries, laboratories, duplicating services, office supplies, computing facilities, 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 approval of the employee's supervisor. Such approval shall not be unreasonably withheld. No employee 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 XVI 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 and 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 Joint Health and 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/his 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 Health and Safety Committees. All time spent at the Local 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/his semester hours of work or she/he shall be paid at the appropriate wage rate, whichever is applicable.

- (e) Further, all time spent at the Central Joint Health & Safety Committee's (CJHSC) official meetings by an employee as a representative of the Union, shall be considered paid work time and count as either part of her/his semester hours of work or she/he will be paid at her/his appropriate wage rate, whichever is applicable. It is understood that as many employees as the CJHSC calls for 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 and Safety Act, the University acknowledges the employee's right to refuse or stop working where the employee believes that her/his health and/or safety is in danger.
- (b) It is understood that no employee shall be disciplined in any way for having exercised her/his right to refuse work where the employee believes that her/his 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 and 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.
- (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.

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 and Safety Committee.

The Parties agree that information and training with respect to workplace violence is essential in promot-

ing a safe and security conscious work environment and will work jointly to continue to enhance efforts in this regard.

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.

Article XVII Leaves of Absence

17.01 Sick Leave

- (a) An employee who is sick and unable to fulfill her/his 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/his immediate supervisor, or designate, of any illness that will prevent her/him from performing her/his 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/he meets the following eligibility criteria:

- (i) 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
- (ii) the employee must provide appropriate documentation of the birth or adoption of the child; and
- (iii) the employee shall provide at least two (2) weeks written notice to her/his supervisor of the intent to commence parental/pregnancy leave; and
- (iv) 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

- (i) 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.

- (ii) 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.

- (e) An employee who is currently on an active work assignment 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. (N.B. 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/his family and work responsibilities. Sick leave shall be used only to provide an employee with income during her/his 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, stepchild, 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.

17.06 Jury Duty

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

17.07 An employee exercising her/his right for leave under this Article shall not lose seniority.

Article XVIII Vacations and Holidays

18.01 The sum of 4% vacation pay shall be included in the wages 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's calendar, the employee shall be remunerated at the rate of pay as specified in Schedule 'B' over and above her/his regular pay.

18.03 An employee shall be entitled to reschedule her/his hours of work with no loss of pay to observe established holy days as per her/his religious beliefs. The employee shall notify her/his 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.

Article XIX Benefits

19.01 Benefits Eligibility Requirements

To be eligible for benefits the appointment must be:

- (i) greater than six (6) months in duration or the sum of past consecutive appointments including the current appointment must be greater than six (6) months in duration. The consecutive appointments must not be separated by more than eight (8) months if they are to be added together for eligibility purposes.

And,

- (ii) the employee must be employed for the minimum workload required as described below.

Workload	Benefit	Eligibility	Effective
35 - 50%	Life/EHC Pension LTD/Dental	Yes 35% of YMPE* No	Upon Hire After 2 yrs.* N/A
51 - 99 %	Life/EHC Pension LTD/Dental	Yes 35% of YMPE* Yes	Upon Hire After 2 yrs.* After 2 yrs.*

* To qualify for participation in the pension plan an employee must have earned at least 35% of the Yearly Maximum Pensionable Earnings (YMPE) and be employed for at least two (2) years prior.

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

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

19.02 Benefits Available

- (i) Life Insurance
(ii) Long Term Disability (LTD)
(iii) Extended Health Care (EHC), Dental, Pension

**19.03 Benefit Cost Sharing
While in a 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.

	% Workload	Employee	University
Life Insurance:	35 - 99%	33.3%	66.7%
Extended Health:	35 - 50%	50%	50%
	51 - 75%	25%	75%
	76 - 99%	0%	100%
LTD:	51 - 99%	33.3%	66.7%
Dental:	51 - 75%	40%	60%
	76 - 99%	20%	80%

**19.04 Benefits & Cost Sharing
When in an Unpaid Status**

Subject to 19.01, Employee Life Insurance, Long Term Disability, Extended Health Care, Dental, and Pension benefits will continue during periods of unpaid status with 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 post-dated cheques payable on the first (1st) of each month during the unpaid status.

19.05 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. If no 'opt-out' form has been signed, they shall be considered to have automatically opted in.

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

19.07 Supervisors shall consider requests from employees for scheduling and rescheduling of assigned duties and student contact hours in order to accommodate child care arrangements. Such requests shall not be unreasonably denied and supervisors shall make every reasonable effort to accommodate such requests.

19.08

(a) On an annual basis (first week of September), the University will provide \$130,000 (less the \$120,000 already provided) on September 1, 2010; \$140,000 on September 1, 2011 and \$145,000 on September 1, 2012 and thereafter for the supplemental benefits plan for employees covered by the terms of the Unit 1 and 2 Agreements.

(Clarification note: the amount noted above is the combined total for both the Unit 1 Agreement and the Unit 2 Agreement).

(b) Effective September 1, 2007 any new employees covered by the terms of the Unit 2 Agreement will not be eligible for the provisions as outlined in the current Article XIX but will only be eligible for the 'Union Plan'. Current employees who are in receipt of benefits or accruing eligibility for benefits through the University will be grand-parented under the provisions of Article XIX - Benefits.

Article XX Seniority

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

- (i) from an employee's first (1st) semester of employment in the bargaining unit.
- (ii) 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.
- (iii) one (1) seniority point shall accrue for each semester of service as a member of the CUPE 3913 Executive. The Union shall be responsible for advising the employee's Department, in writing, that a seniority point has been accrued. For purposes of clarity, eligible Executive positions are: Chair (1 per two Units), Vice-Chair (1 per two Units), Financial Officer (1 per two Units), Communications Officer (1 per two Units), Women's Council Chair (1 per two Units), GBLTT Council Chair (1 per two Units), International T.A. representative, Undergraduate T.A. representative, Chief Steward (1 per Unit), Assistant Chief Steward (2 per College, per Unit), and Member-at-Large (2 per Unit).

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 loss of that particular seniority point only.
- (c) Failure to complete a work assignment due to illness shall not result in loss of a 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/his 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 Employee Relations 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/his 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 XXI Academic Freedom

21.01 Within the limits noted in Article XXI, 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:

- (i) teach and learn
- (ii) 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 Clause 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 Clause 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 XXII 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 Employee Relations, 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 XXIII Duration




23.01 The terms of this Agreement shall be in effect from September 1, 2010 to August 31, 2013, 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 this 23rd day of March 2011, at Guelph, Ontario.

Wages

On behalf of the
University of Guelph

On behalf of the
Canadian Union of
Public Employees,
Local 3913 - Unit #2

Tracey Jandrisits		Trudi Lorenz	
Jonathan Newman		Jaime Brenes Reyes	
Anthony Vannelli		Nino Scavello	
Anthony Clarke		Adam Sparks	
Chris Nutt		Angus Ross	
Andrew Bailey		Anastasia Zavarella	
		Denise Martin	
		Ahmed Alwattar	
		Patricia Altass	
		Ayman Elmesalami	
		Deidre Rose	
		Zachary Arthur	
		Gregory Shupak	
		Kristina Vidug	
		'Banji Akinola	
		Toni Xerri	

Effective September 1, 2010:
1.75% increase to Schedules A, B and C;
Effective September 1, 2011:
1.5% increase to Schedules A, B and C;
Effective September 1, 2012:
1.75% increase to Schedules A, B, and C;

Schedule 'A' Wages – Sessional Lecturers

	Sept 1, 2009	Sept 1, 2010	Sept 1, 2011	Sept 1, 2012
Minimum Minimum	\$6,546.94	+ 1.75% = \$6,661.51	+ 1.5% = \$6,761.43	+ 1.75% = \$6,879.76
Step 1	\$6,686.94	\$6,803.96	\$6,906.02	\$7,026.88
Step 2	\$6,826.94	\$6,946.41	\$7,050.61	\$7,173.99
Step 3	\$6,966.94	\$7,088.86	\$7,195.19	\$7,321.11
Step 4	\$7,106.94	\$7,231.31	\$7,339.78	\$7,468.23
Step 5	\$7,246.94	\$7,373.76	\$7,484.37	\$7,615.34
35 Seniority +	\$7,246.94	\$8,000.00	\$8,500.00	\$9,000.00

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.

For activities identified in Clause 14.09, reimbursement will be at the following rates for all authorized hours.

Schedule 'B'

Sept 1, 2009	Sept 1, 2010	Sept 1, 2011	Sept 1, 2012
\$39.74 per hour	\$40.44 per hour	\$41.05 per hour	\$41.77 per hour

Schedule 'C' – Music Instructor Rates

	Sept 1, 2009	Sept 1, 2010	Sept 1, 2011	Sept 1, 2012
Minimum Minimum	\$47.42	+ 1.75% = \$48.25	+ 1.5% = \$48.97	+ 1.75% = \$49.83
Step 1	\$48.62	\$49.47	\$50.21	\$51.09
Step 2	\$49.82	\$50.69	\$51.45	\$52.35
Step 3	\$51.02	\$51.91	\$52.69	\$53.61
Step 4	\$51.02	\$51.91	\$52.69	\$53.61
Step 5	\$51.02	\$51.91	\$52.69	\$53.61
35 Seniority +	\$51.02	\$55.00	\$60.00	\$65.00

Appendix 'A' - Policy on AIDS

The University of Guelph recognizes the importance of educational programmes in preventing the transmission of the AIDS virus. The University encourages the development of educational programmes about AIDS for students and employees. The University of Guelph will not discriminate against any student or employee with AIDS or a positive HIV antibody test. Particularly:

1. The University of Guelph will not refuse admission to any qualified student with AIDS or a positive HIV antibody test.
2. The University of Guelph will not refuse employment to any qualified applicant on the basis of AIDS or a positive HIV antibody test.
3. The University of Guelph will make no attempt to identify carriers of HIV antibody or persons with AIDS by questions, screening or other means. Members of the University community may have AIDS testing and related medical care at Health Services and its Occupational Health Division if they so elect.
4. If and when situations related to AIDS or positive HIV antibody tests arise and cause concern, the University will respond to each case on its own merits. This may involve liaison between University Departments, Health Services and off-campus medical experts, including the Medical Officer of Health.

* The above policy may be amended from time to time.

For the purposes of the Sexual and Gender Harassment Policy, sexual and gender harassment are deemed to include:

- 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;
- unwanted sexual activity of a physical nature, including intercourse;
- harassment on the basis of sexual orientation;
- implied or expressed promise of reward for complying with a sexually oriented request;
- actual reprisal or an implied or expressed threat of reprisal for refusal to comply with a sexually oriented request;
- actual denial of opportunity or an implied or expressed threat of denial of opportunity for refusal to comply with such a request;
- behaviour based on sex when it has the effect of creating an intimidating, hostile or offensive environment for work, study or University life;
- demeaning or belittling remarks, jokes, slurs, innuendoes or taunting about the sex or body of an individual or group; and
- 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.

** The above definition may be amended from time to time.*

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

- Department/School
- Department number
- Bargaining Unit
- Course information
- Course name and number
- Projected class enrolment
- Type of Work Assignment (i.e. full-load or, in exceptional circumstances, pro-rated)
- Semester/s of appointment
- Period of the Work Assignment
- The number of sections available
- Wages
- The anticipated duties/responsibilities for the Work Assignment (see list below)
- The days and times required
- Required and Preferred qualifications
- The Application Deadline
- Hiring contact information, including a posting email contact
- The status of the posting
- The employment equity statement
- Whether or not the course already carries the Right of First Refusal (meaning a Sessional has taught the course in any of the previous five (5) semesters)

Anticipated duties/responsibilities

- | | | | |
|----------------------------|--------------------------|------------------------------------|--------------------------|
| • Orientation/Training | <input type="checkbox"/> | • Office Hours | <input type="checkbox"/> |
| • Preparation | <input type="checkbox"/> | • Student Consultation | <input type="checkbox"/> |
| • Attending Lectures | <input type="checkbox"/> | • Email Correspondence /Monitoring | <input type="checkbox"/> |
| • Conducting Labs/Seminars | <input type="checkbox"/> | • Meetings | <input type="checkbox"/> |
| • Invigilating Exams | <input type="checkbox"/> | • Supervising Field Trips | <input type="checkbox"/> |
| • Grading | <input type="checkbox"/> | • Other Duties (Specify) | <input type="checkbox"/> |

These jobs are Unionized with CUPE 3913 and their terms and conditions of work are covered by the Collective Agreement between the University and CUPE 3913.

In order to facilitate a consistent application process, the online application shall provide applicants with an opportunity to insert the following information:

- Name and address
- Contact information, including home phone and email
- The applicant's four-course assignment preferences
- Whether the applicant wishes to be considered for all other available jobs in the Department
- The applicant's total number of seniority points
- Prior relevant teaching experience and qualifications
- Other experience or qualifications
- An attached résumé

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

When you save this application a copy of your application will be sent to each relevant Department and a confirmation email will be sent to your email address.

By signifying your agreement and saving 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).

These jobs are Unionized with CUPE 3913 and their terms and conditions of work are covered by the Collective Agreement between the University and CUPE 3913.

Please make sure that you have received the confirmation email. If not, please contact the Department immediately.

This position is covered by an Agreement between the University and CUPE 3913. The text of the current Collective Agreement is available on the CUPE 3913 website <www.cupe3913.on.ca>, and/or the University of Guelph website <http://www.uoguelph.ca/sessional_ta/>. In the alternative, you may pick up a personal copy of the Collective Agreement in your Department, at the Union Office (Room 213A University Centre) or at the Office of Faculty & Academic Staff Relations, 4th Floor, University Centre

Date: _____, Employee's Name: _____

Employee's Address: _____

Home Telephone Number: _____ Campus Extension: _____

Dear _____

I am pleased to confirm your appointment as a _____

Details with respect to this work assignment are as follows: _____

Department/School: _____ Course: _____

Level of Appointment: (Full or Pro-Rated): _____

Immediate Supervisor: _____

Start Date: _____ End Date: _____

Lecture Days & Times: _____

Wages: _____

NOTE: Subject to 14.09 (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.

Please sign and return one copy of this appointment letter to _____
 You should retain a copy for your records.

The Department/School will send a copy to the Union, CUPE 3913 - UC 213A and give you a copy of the Collective Agreement.

Sincerely
 Employee's Signature: _____ Date: _____

Appendix 'F' Professional Development Reimbursement

On an annual basis commencing in September of each year, the University will make available a professional development fund: September 2010 - \$15,000 (minus the \$10,000 already disbursed); September 2011 - \$20,000; September 2012 and after - \$25,000. 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 \$300 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.

Appendix 'G' Sessional Lecturer Study/Development Fellowships

I am writing to articulate the University's commitment to the pilot programme which will commence effective May 1, 2011, until August 31, 2013, and provides the opportunity for Study/Development Fellowships for Members of CUPE 3913, Unit 2. This programme may be renewed subject to agreement by both Parties.

Established by the Provost, in consultation with CUPE 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/his 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/his 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:

- 1) 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.

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

Application and Decision Process:

- 1) A joint (i.e. University and CUPE 3913) call for applications from all Sessional Lecturers who meet the eligibility criteria shall be posted on the Provost's website, and the CUPE 3913 website and circulated to all Academic Units at the beginning of May each year.
- 2) An eligible Sessional shall be able to make application to her/his Dean by June 1st of each year for Fellowships to be taken in the subsequent Fall or Winter or Spring semester. By July 1st, the Dean shall make her/his recommendation to the Associate Vice-President (Academic).
- 3) The written application for the Fellowship will include:
 - a) a statement of goals;
 - b) a plan of scholarly activity;
 - c) an up-to-date Curriculum Vitae.
- 4) The Associate Vice-President (Academic) shall inform all applicants, in writing, of the results of her/his decision by August 1st each year.
- 5) 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/his 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:

- 1) Fellowship awardees shall be listed on the Faculty & Academic Staff Relations website.
- 2) Within thirty (30) days of completion of the Fellowship, the Sessional will provide to the Associate Vice President (Aca-

ademic) a summary report of the activities undertaken and achievements during the Fellowship semester.

- 3) By September 1st 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.

Yours sincerely,



Maureen Mancuso
Provost and Vice-President (Academic)


- c. T. Jandrisits, Director, Faculty & Academic Staff Relations
S. Desmarais, Associate Vice-President (Academic)
Deans, Chairs, Vice Provost (Guelph Humber)

Letter of Understanding # 1 Pro-rating

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 for work assignments in which a Sessional Lecturer is employed to complete less than the equivalent of a full semester work assignment, the appropriate pro-rating will occur, based on either the percentage of workload (based on a full semester work assignment) or the percentage of time (based on a full semester), the Sessional Lecturer is employed to teach. 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 course(s) 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 becoming aware of the need for the unanticipated work assignment, and, as required, a meeting will be called within five (5) days.

SIGNED this 23rd day of March 2011, at Guelph, Ontario.

On behalf of the
University of Guelph



Tracey Jandrisits,
Director, Faculty & Academic
Staff Relations

On behalf of the
Canadian Union of
Public Employees,
Local 3913 - Unit #2



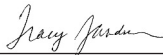
Toni Xerri
Staff Representative &
Chief Negotiator

Letter of Understanding # 2 Sessional Appointments and Student Stipends

Where a Sessional 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 course work assignment in a specific semester or at a minimum a specific academic year as part of her/his programme requirements. The student's guaranteed minimum stipend may include a maximum of one (1) such Sessional appointment (and only if clearly specified in the 'Offer of Admission') for the duration of their academic program.

SIGNED this 23rd day of March 2011, at Guelph, Ontario.

On behalf of the
University of Guelph



Tracey Jandrisits,
Director, Faculty & Academic
Staff Relations

On behalf of the
Canadian Union of
Public Employees,
Local 3913 - Unit #2



Toni Xerri
Staff Representative &
Chief Negotiator

Letter of Understanding # 3 Right of First Refusal

Notwithstanding the provisions of Clause 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;
- (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 Refusals on the remaining section/s, the following rules shall apply:
 - (i) The Sessional Lecturer with the RoFR on that Course and the most seniority in that Course shall be offered the Course/Section(s) first;
 - If the Sessional Lecturer refuses to exercise their RoFR, then:
 - (ii) The next person with the RoFR on that Course

and next most seniority in that Course shall be offered the Course/Section(s); and so forth.

- If the Sessional Lecturers' seniority in the Course is equal, then:

- (iii) The Sessional Lecturer with RoFR in the Course and the most seniority in the Bargaining Unit shall be offered the Course/Section(s) next.
- (d) The RoFR that is earned can be exercised only when the course content or mode of delivery for the course has not demonstrably changed. However, where the difference between an 'In-Class Course' and a 'DE Course' or a 'Hybrid Course' is technical or technological rather than substantive, and except in circumstances where a Sessional Lecturer was appointed to develop the Course, a Sessional Lecturer with RoFR to the Course, if able to demonstrate to the University's satisfaction, that she/he has the technical and/or technological capabilities to meet the requirements as posted, will have her/his RoFR transferred.

The provisions of Clause 11.07 (a) (v) (i.e. appointment of Guelph Ph.D. student without posting) do not apply to a work assignment where a Sessional Lecturer has the RoFR.

The RoFR may be denied if there is a need identified and an opportunity available for increasing the representation from one (1) or more of the historically disadvantaged groups. In such cases, the employee (with right of first refusal) will be provided with notification of no less than thirty (30) working days in advance of the anticipated commencement of the work assignment. The Union shall be copied on such notification.

A Sessional Lecturer who commences an appointment to a Contractually Limited Faculty position with the University, shall retain any RoFR held (as per the above provisions) immediately prior to commencing the Contractually Limited Faculty appointment. This RoFR will continue to be available immediately following the completion and non-renewal of the Contractually Limited Facul-

ty appointment (except in circumstances in which the individual is dismissed from her/his Contractually Limited appointment prior to the contractual completion date). The ability to exercise this RoFR will be subject to the other conditions set out in this Letter and dependent on the Course being available as a Sessional Lecturer work assignment.

SIGNED this 23rd day of March 2011, at Guelph, Ontario.

On behalf of the
University of Guelph

On behalf of the
Canadian Union of
Public Employees,
Local 3913 - Unit #2



Tracey Jandrisits,
Director, Faculty & Academic
Staff Relations



Toni Xerri
Staff Representative &
Chief Negotiator

Letter of Understanding # 4 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 this 23rd day of March 2011, at Guelph, Ontario.

On behalf of the
University of Guelph

On behalf of the
Canadian Union of
Public Employees,
Local 3913 - Unit #2



Tracey Jandrisits,
Director, Faculty & Academic
Staff Relations



Toni Xerri
Staff Representative &
Chief Negotiator

**Letter of Understanding # 5
Employment Insurance**

It is understood that for Employment Insurance (E.I.) purposes only, each full semester work assignment shall be considered 267 hours for E.I. reporting purposes. It is understood that should an Instructor not teach the complete semester and/or the work assignment is proportionate, the reported work hours shall be prorated accordingly for E.I. reporting purposes.

The Parties understand that this arrangement is established for E.I. 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 E.I. Act and Regulations and becomes null and void in the event that E.I. directs that the practice be discontinued.

SIGNED this 23rd day of March 2011, at Guelph, Ontario.

On behalf of the
University of Guelph

On behalf of the
Canadian Union of
Public Employees,
Local 3913 - Unit #2



Tracey Jandrisits,
Director, Faculty & Academic
Staff Relations



Toni Xerri
Staff Representative &
Chief Negotiator

**Letter of Understanding # 6
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 I shall make application in accordance with the provisions of Article XI. Similarly, consideration and selection of such applications shall be made in accordance with the provisions of Article XI.

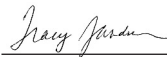
It is further understood, however, that such applicants as non-employees do not have rights to other provisions of the Collective Agreement.

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

SIGNED this 23rd day of March 2011, at Guelph, Ontario.

On behalf of the
University of Guelph

On behalf of the
Canadian Union of
Public Employees,
Local 3913 - Unit #2



Tracey Jandrisits,
Director, Faculty & Academic
Staff Relations



Toni Xerri
Staff Representative &
Chief Negotiator

**Letter of Understanding # 7
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 28th) 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.

SIGNED this 23rd day of March 2011, at Guelph, Ontario.

On behalf of the
University of Guelph



Tracey Jandrisits,
Director, Faculty & Academic
Staff Relations

On behalf of the
Canadian Union of
Public Employees,
Local 3913 - Unit #2



Toni Xerri
Staff Representative &
Chief Negotiator

**Letter of Understanding # 8
Archiving of Job Postings**

It is understood that job postings, once posted to the Central Job Posting Website for TAs, GSA1s, & Sessionals, shall not be erased, 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.

SIGNED this 23rd day of March 2011, at Guelph, Ontario.

On behalf of the
University of Guelph



Tracey Jandrisits,
Director, Faculty & Academic
Staff Relations

On behalf of the
Canadian Union of
Public Employees,
Local 3913 - Unit #2



Toni Xerri
Staff Representative &
Chief Negotiator

**Letter of Understanding # 9
Workload for Sessionals**

The Parties agree that, to address concerns regarding workload, the Department Chair/Director, will meet with the Sessional Lecturers (as a group) in her/his Academic Unit at the beginning of each semester to review the provisions of the Collective Agreement with respect to workload (i.e. specifically, Article X). Additionally, the Department Chair/Director shall meet with the Sessional Lecturers (as a group) at the end of the semester to discuss and debrief regarding the Sessionals' work experience of that semester.

A representative of the Union is welcome to attend and therefore CUPE 3913 shall be informed, with reasonable notice of the intended date and time of the meeting.

SIGNED this 23rd day of March 2011, at Guelph, Ontario.

On behalf of the
University of Guelph

On behalf of the
Canadian Union of
Public Employees,
Local 3913 - Unit #2



Tracey Jandrisits,
Director, Faculty & Academic
Staff Relations



Toni Xerri
Staff Representative &
Chief Negotiator


**Letter of Understanding # 10
Joint Committee on Workload**

The Parties agree to establish a joint committee to discuss and address the concerns regarding the workload for both Unit 1 and Unit 2. Such Committee will commence meeting within three (3) months of the date of ratification and will provide its recommendations to the Provost and Vice President (Academic) before the end of December 2011.

SIGNED this 23rd day of March 2011, at Guelph, Ontario.

On behalf of the
University of Guelph

On behalf of the
Canadian Union of
Public Employees,
Local 3913 - Unit #2



Tracey Jandrisits,
Director, Faculty & Academic
Staff Relations



Toni Xerri
Staff Representative &
Chief Negotiator

Letter of Understanding # 11 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 XI 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 Academic Staff Relations, who in turn shall provide such reasons to the Union. Appointments to reading courses will be made in accordance with Clause 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 XX, are applicable to reading course Sessional Lecturers.
SIGNED this 23rd day of March 2011, at Guelph, Ontario.

On behalf of the
University of Guelph



Tracey Jandrisits,
Director, Faculty & Academic
Staff Relations

On behalf of the
Canadian Union of
Public Employees,
Local 3913 - Unit #2



Toni Xerri
Staff Representative &
Chief Negotiator


Letter of Understanding # 12 Student Evaluations

Sessional Lecturers shall be provided with the same options for student evaluation as is currently provided to faculty as follows:

- The Sessional Lecturer has the option of having their student evaluations conducted electronically or via hardcopy, in class.
- In cases where there is more than one (1) instructor per course (i.e. multi-sections), the instructors (i.e. Faculty Member(s) and Sessional Lecturer(s)) must agree on one method of evaluation (i.e. whether they will have evaluations conducted electronically or in class). In circumstances where agreement cannot be reached, the Chair will decide.

SIGNED this 23rd day of March 2011, at Guelph, Ontario.

On behalf of the
University of Guelph



Tracey Jandrisits,
Director, Faculty & Academic
Staff Relations

On behalf of the
Canadian Union of
Public Employees,
Local 3913 - Unit #2



Toni Xerri
Staff Representative &
Chief Negotiator

Letter of Understanding # 13 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 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'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 this 23rd day of March 2011, at Guelph, Ontario.

On behalf of the
University of Guelph



Tracey Jandrisits,
Director, Faculty & Academic
Staff Relations

On behalf of the
Canadian Union of
Public Employees,
Local 3913 - Unit #2



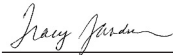
Toni Xerri
Staff Representative &
Chief Negotiator

**Letter of Understanding # 14
Supplemental Payment for
Preparatory Work for Sessionals**

Effective Winter 2011 (January 1, 2011), 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's wages and paid out at the University's regular bi-weekly wage schedule.

SIGNED this 23rd day of March 2011, at Guelph, Ontario.

On behalf of the
University of Guelph



Tracey Jandristis,
Director, Faculty & Academic
Staff Relations

On behalf of the
Canadian Union of
Public Employees,
Local 3913 - Unit #2



Toni Xerri
Staff Representative &
Chief Negotiator

**Letter of Understanding # 15
Pension Contributions**

Further to Collective Bargaining the Parties agree as follows:

Employee Contribution Rates:

Effective Date:	Sept 1, 2010*	Sept 1, 2011	Sept 1, 2012
Below YMPE	4.55%	5.55%	6.55%
Above YMPE	6.25%	7.25%	8.25%

*Sept 1, 2010 reflects current percentage contributions for CUPE 3913 members

It is understood by the Parties that the above employee contribution rates are to remain in effect until such time as the plan actuary indicates that the Plan's solvency funding level has reached at least 100% or new Provincial legislation permanently relieves the University of all Plan funding obligations under solvency calculations. At that time, a reset to 130% of the employer to member normal cost contribution ratio shall be made unless such reset will lead to an increase to the member rates. From the time of any such reset forward, should the employer to member normal cost contribution ratio become less than 130% due to benefit reductions, adjustments to member contribution rates to restore the employer to member normal cost contribution ratio to 130% will be made.

It is further agreed that should Provincial legislation eliminate all University funding obligations under solvency regulations for a specified term, the member contributions would be reset to the 130% employer to member normal cost ratio per (i) above for the duration of the specified term.

SIGNED this 23rd day of March 2011, at Guelph, Ontario.

On behalf of the
University of Guelph

On behalf of the
Canadian Union of
Public Employees,
Local 3913 - Unit #2



Tracey Jandrisits,
Director, Faculty & Academic
Staff Relations



Toni Xerri
Staff Representative &
Chief Negotiator

Letter of Understanding # 16 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 this 23rd day of March 2011, at Guelph, Ontario.

On behalf of the
University of Guelph

On behalf of the
Canadian Union of
Public Employees,
Local 3913 - Unit #2



Tracey Jandrisits,
Director, Faculty & Academic
Staff Relations



Toni Xerri
Staff Representative &
Chief Negotiator

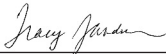
**Letter of Understanding # 17
Modifications to Benefits Levels**

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 3913 shall require the written agreement of CUPE 3913.

SIGNED this 23rd day of March 2011, at Guelph, Ontario.

On behalf of the
University of Guelph

On behalf of the
Canadian Union of
Public Employees,
Local 3913 - Unit #2



Tracey Jandrisits,
Director, Faculty & Academic
Staff Relations



Toni Xerri
Staff Representative &
Chief Negotiator

Statement on Quality of Education

Ms. Trudi Lorenz
President
CUPE 3913

Dear Trudi,

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 3913 Unit #2 are an integral and valuable part of this pursuit.

Yours sincerely,



Maureen Mancuso
Provost & Vice-President (Academic)

SIGNED this 23rd day of March 2011, at Guelph, Ontario.

On behalf of the
University of Guelph

On behalf of the
Canadian Union of
Public Employees,
Local 3913 - Unit #1

Tracey Jandrisits		Trudi Lorenz	
Jonathan Newman		Jaime Brenes Reyes	
Anthony Vannelli		Nino Scavello	
Anthony Clarke		Adam Sparks	
Chris Nutt		Angus Ross	
Andrew Bailey		Anastasia Zavarella	
		Denise Martins	
		Ahmed Alwattar	
		Patricia Altass	
		Ayman Elmesalami	
		Deidre Rose	
		Zachary Arthur	
		Gregory Shupak	
		Kristina Vidug	
		'Banji Akinola	
		Toni Xerri	