



File: 2122-U0034-3

September 13, 2018

TO: ALL SESSIONAL LECTURER MEMBERS OF PSAC LOCAL 00555 OF THE
UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY

RE: **RATIFICATION OF A COLLECTIVE AGREEMENT**

A tentative agreement was reached on July 31, 2018 on behalf of Sessional Lecturers, who are members of PSAC Local 00555 at the University of Ontario Institute of Technology. This tentative agreement was reached following three long sessions in conciliation.

If members vote to accept this agreement these changes will take effect on the date of the ratification of the Collective Agreement. If ratified by the membership, this renewal of the Collective Agreement will be for four years and have an expiry date of August 31, 2021.

The following summarizes key changes to the collective agreement, but the full language is also attached following the memorandum of settlement for anyone who wishes to read it. Highlights of the tentative agreement are as follows:

Wages:

Standard Rate of Pay:

Effective September 1, 2017 - 1.75%
Effective September 1, 2018 - 1.75%
Effective September 1, 2019 - 1.75%
Effective September 1, 2020 - 1.75%

The retro on the September 1, 2017 increase will be paid to workers employed at the university during the 2018-2019 academic year, in any position within or outside of the bargaining unit.

Note: This is the first time a retro payment was ever achieved at UOIT.

Premium Rate A and B

Effective September 1, 2017 – 0%
Effective September 1, 2018 - 1.5%
Effective September 1, 2019 - 1.7%
Effective September 1, 2020 - 1.75%

Note: Now only two (2) premium rates rather than three (3) (see Appendix A).

Discretion on Wages:

- Dean no longer has the ability to reduce rates of pay for Lecturers who have received a premium rate for a course
- Foundation Courses in the Faculty of Education will be paid at the premium rate of pay A.

Follow-on Work:

- Expanded definition of follow-on work to include deferred exams that run into the subsequent Semester and accreditation work

Other Provisions:**Workload and Hours:**

- Dean now required to sit down with Lecturers upon request and make every reasonable effort to address workload issues that may require additional resources and/or mentorship/instruction.
- A defined Student to Sessional Lecturer ratio for Foundation Courses in the Faculty of Education. On average 1 (sessional lecturer): 24 (students)
- Defined hours of 238 hours per contract for the purpose of Employment Insurance reporting

Hardship Fund:

- The creation of a hardship fund that will be provided to the Local Union to use at its discretion with the value of 2 three credit courses per year. Members will be able to access this fund to assist with medical costs and other hardship circumstances.

Leaves/Vacation:

- Employees who have accumulated five years of continuous service will be entitled to an additional 2% vacation pay
- Update to parental and pregnancy leave allowing for extended leave
- Inclusion of Domestic and Sexual Violence Leave, as well as Personal Emergency Leave as per the Employment Standards Act.

Housekeeping/Clarifying Language:

- Additional clarity to academic freedom provisions
- Gender neutral "they" now used throughout the collective agreement
- Numerous housekeeping changes to various articles

Your bargaining team comprising of:

- Amanda Robinson
- Roozbeh Jalali
- Timothy Teatro
- Ashley Bickerton (PSAC Negotiator)
- Marie Polgar (Observer)

unanimously recommend acceptance of this agreement.

In Solidarity,



Sharon DeSousa
Regional Executive Vice-President – Ontario

c.c. National Board of Directors
Directors' Team
Liam McCarthy, Coordinator, Negotiations Section
Essential Services & Exclusions
David-Alexandre Leblanc, Senior Research Officer, Negotiations Section
Ashley Bickerton, Negotiator, Negotiations Section
Laneydi Martinez Alfonso, Research Officer, Negotiations Section
Negotiations Section
Amy Kishek, Legal Officer
Mylaine Potvin, A/Administrative Assistant to Legal Officer
Christopher Wilson, Regional Coordinator
Jawara Gairey, A/Regional Coordinator
Angela Fairweather, Regional Representative
Micheline Labelle, Supervisor, Membership Administration
Dale Robinson, Strike Mobilization Project Officer
Christiane Pagé, National Administrative Assistant

Preamble

The University and the Union recognize the important contribution of Sessional Lecturers to the University in the achievement of its mission.

Article 1 – Purpose

1.01 The general purpose of this Agreement is to establish an orderly collective bargaining relationship between the University of Ontario Institute of Technology (hereinafter referred to as the Employer) and its Employees represented under this Agreement by the Public Service Alliance of Canada (hereinafter referred to as the Union), to ensure the prompt and peaceful resolution of disputes and grievances, and to set forth an agreement covering rates of pay and other working conditions.

1.02 The Parties recognize that it is in their common interest to promote and enhance the working relations between the University, the Union and its members, consistent with the principles of mutual respect and cooperation.

Article 2 – Recognition

2.01 The Employer recognizes the Union as the exclusive bargaining agent of all Employees of the University of Ontario Institute of Technology in the city of Oshawa on sessional limited term contracts as Lecturers to teach one (1) or more degree credit Courses, save and except:

- i. ~~s~~Supervisors and persons above the rank of Supervisor;
- ii. employees who are members of another bargaining unit including those who teach (a) degree credit Course(s) on overload;
- iii. ~~core-tenure and tenure-track and teaching~~ faculty members who hold an administrative appointment;
- iv. employees who are hired on a definite or indefinite term appointment of one (1) year or more including those who teach (a) degree credit Course(s) on overload;
- v. ~~p~~Post Doctoral Fellows who are engaged in teaching, including those who teach (a) degree credit Course(s) ~~on overload~~ **unless the Post Doctoral Fellow has applied directly to a Sessional posting;**
- vi. persons who have retired from UOIT who held a ~~core-tenure and tenure-track and teaching~~ faculty appointment at UOIT prior to their retirement;
- vii. persons who are Visiting Professors to UOIT;
- viii. ~~those persons who hold a Clinical Adjunct appointment to advise and monitor student teachers in their placement;~~
- ix. laboratory directors, instructors, tutors, demonstrators or clinical associates;

- x. those persons employed in a managerial or labour relations confidential capacity with respect to employees in this bargaining unit; as described in the certificate (#4286-10-R) issued by the Ontario Labour Relations Board dated April 15, 2011.

2.02 The Union agrees that no Employee or group of Employees shall undertake to represent the Union to the Employer without proper authorization of the Union. To this end, the Union shall provide the Employer, in writing, with the names and position titles of its Officers and the names and jurisdiction of its Stewards, including the person designated Chief Steward, and the names of its Regional Representative and its Negotiator. Similarly, the Employer shall supply the Union, in writing, with a list of its Supervisory or other personnel with whom the Union may be required to transact business.

Article 3 – Definitions

Academic Year - ~~the period from September 1 to August 31 of the following calendar year, inclusive of both dates.~~ **Three (3) Semesters normally starting in September.**

Agreement – The Collective Agreement between the Public Service Alliance of Canada, representing Sessional Lecturers, and the University.

Bargaining Unit – ~~is T~~the Bargaining Unit defined in the Certification Order of the Ontario Labour Relations Board, issued April 15, 2011 as set out in Article 2, Recognition.

Calendar Day - One (1) sequential **twenty-four (24)** hour period as denoted on a calendar, regardless of the day of the week.

Course – **Aa** degree credit course.

Day - A normal business day when the University's ~~Administration~~ **Administrative** Offices are open i.e. excluding weekends, statutory holidays, and other days when the ~~Administration~~ **Administrative** Offices are closed or open less than four (4) hours.

Dean – ~~T~~the Dean or designate ~~is an Employee's Supervisor.~~

Employee – **Aa** member of ~~the~~ **this** Bargaining Unit.

Employer – The University of Ontario Institute of Technology.

Faculty(ies) – **One (1) of the University's faculties as established by the Board of Governors.**

Internal Applicant – **Aa** Sessional Lecturer who has taught any Course for the University within the past thirty-six (36) months.

Local Union – Public Service Alliance of Canada Local 000555.

Parties – The University and the Union.

Provost – The Provost and Vice-President, Academic or designate.

~~Session Semester~~ – Aan academic semester (Fall, Winter, Spring and/ Summer) as set out in the Academic Calendar.

~~(Sessional) Lecturer~~ - Employees who are hired on a definite term appointment of less than one (1) year to teach a degree credit Course on overload.

Supervisor – An Employee’s Supervisor as designated in the appointment letter.

Term – The length of an employment contract.

Union – Tthe Public Service Alliance of Canada representing Employees of the University **this Bargaining Unit.**

University – Tthe University of Ontario Institute of Technology.

Where the masculine or feminine gender is used in this ~~Collective Agreement~~, it shall be considered to include ~~both~~ all genders unless any provision of this ~~Collective Agreement~~ specifies otherwise.

Article 4 – Management Rights

4.01 The Union recognizes that the management and direction of the working forces are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, assign, discharge, direct, transfer, layoff, recall and suspend or otherwise discipline Employees;
- c) determine the materials, facilities and equipment to be used, the specifics of the assigned work, the methods and techniques of work, the standards of performance, the schedules of work and number of personnel to be employed;
- d) establish, enforce and alter from time to time rules, **policies, procedures, practices,** and regulations to be observed by the Employee.

4.02 The University shall exercise these rights in a manner that is reasonable, fair and equitable, and in a manner consistent with the spirit of this Agreement. **The Union agrees that the fact of the University exercising its rights under this Article shall not constitute harassment.**

Article 5 – Union Representation and Activities

5.01 The Employer acknowledges the right of the Union to appoint or otherwise select Employees as representatives.

5.02 The Union shall determine the jurisdiction of each representative.

5.03 The Union shall notify the Employer in writing, and on the Union's website, of the name and jurisdiction of its representatives as well as any updates or changes to that list as they occur.

5.04 Whenever possible, a representative shall investigate Employee complaints or process a grievance or undertake any other Union business, outside of his/~~her~~their scheduled work times. If this is not possible, the representative will obtain permission of his/~~her~~their Supervisor prior to leaving work, where the Supervisor is readily available.

5.05 The Employer shall ensure that new Employees are provided with the ~~list in 5.03 and~~ the Union's website URL.

5.06 Duly authorized representatives of the Union shall be permitted to transact official business of the Union with members of the Union or with official representatives of the University, on University property, provided such business shall not interfere with the normal operations of the University.

5.07 A Union representative shall be entitled to ~~up to fifteen~~ (15) minutes to provide an overview of the role of the Union at any ~~department~~Faculty-wide or University-wide orientation event for Employees ~~in this Bargaining Unit~~ as long as the Union activity does not conflict with the Employee's scheduled work duties. The Office of the Provost/~~Academic Affairs~~ will notify the Union when an orientation session has been scheduled where a Union representative could be present.

5.08 No later than September 30th of each year, the Employer shall pay the Local Union, in one (1) lump sum, the minimum value of ~~two~~ four (4) ~~three~~ (3) credit classroom Courses to assist the Local Union in the administration of the ~~Collective Agreement~~. The Local Union shall have full discretion in how these ~~hours~~ funds are allotted to its member representatives. This sum is inclusive of the Employer's contribution to the PSAC Social Justice Fund and the PSAC Local 000555 Hardship Fund.

Article 6 – No Strike/No Lockout Provision

6.01 The Union agrees that there shall be no strike or full or partial withdrawal of services during the terms of this Agreement.

6.02 The Employer agrees that there will be no lockout during the term of this Agreement.

6.03 Where individuals in a labour dispute, other than those in the Bargaining Unit, engage in a strike and maintain picket lines, and where Employees ~~of the Bargaining Unit~~ could suffer personal harm, the Employer will endeavour to safeguard such Employees.

6.04 "Strike" and "lockout" bear the meanings used in the *Ontario Labour Relations Act*.

6.05 In the event of a legal work stoppage at the University of Ontario Institute of Technology, Sessional Lecturers shall not be required to perform the work of the other employees engaging in, or affected by, this action.

Article 7 – Correspondence and Information

7.01 All regular correspondence between the Parties arising out of or incidental to this Agreement, except where otherwise expressly provided, shall pass between the President of the Union (or designate) and the officer designated by the Employer (or designate). Such correspondence ~~will~~ **may either** be delivered **directly, be** ~~via email with a hard copy forwarded through the University's internal postal service~~ **or be sent via email.**

7.02 It is the obligation of the Employee to maintain a current and correct address with the Employer and to advise the Employer of any change to ~~his/her~~ **their** address.

7.03 The Employer shall provide the Union with an alphabetical list of all Employees. ~~in the Bargaining Unit~~ **The Employer shall provide the above list** in an agreed upon electronic format **to the Union** four (4) times per year, within twenty (20) Days of the beginning of each Semester. Such list shall include: name, gender, date of hire and ending date, if any, Faculty of work, position title, salary, home address and telephone number and UOIT email address. The confidentiality of individual data shall be respected by the Union, which shall use the information only to contact members of the Bargaining Unit.

7.04 Upon written request, the Employer agrees to provide the Union with Employer-wide written rules, policies, ~~and practices,~~ **and regulations** directly related to the employment of Bargaining Unit members or the working conditions between the Employer and the Employees.

7.05 When ~~an~~ **Collective** Agreement has been signed, the Employer shall post the text of the Agreement on its website and, upon request, shall provide Employees with a printed copy of the ~~Collective~~ Agreement. The Employer shall further make available a copy of the Agreement in each ~~departmental office~~ **Faculty**, and shall provide the Union with a reasonable number of copies. The Employer and the Union agree to share equally the cost of producing copies of this Agreement. The Employer will make the printing arrangements with a printer whose employees are unionized, and invoice the Union.

7.06 Dated Written Communications

- a) Dated written communications required under this ~~Collective~~ Agreement, unless otherwise specified, shall be sent to the recipient's University email address, followed by a hard copy through the University internal ~~mail~~ **postal** service, **as necessary**. Dated written communications will be deemed to have been received on the Day after the email was sent. Timing for responses subsequent to a dated written communication will count from the Day following the date of deemed receipt.
- b) **Any time limits in this Agreement may be extended by written agreement between the Parties to the communication.**

Article 8 – Union Security

8.01 Every Employee shall become a member of the Union on the first date of hire, unless the Employee opts out by written notice to the Union within thirty (30) days of the date their appointment begins. The University shall advise new Sessional Lecturers in their letter of appointment that they are included in the Bargaining Unit represented by the Union, and that their employment is based on the terms and conditions set out in the Agreement. The letter shall also include contact information for the Union and a website address where the Agreement may be accessed, and a hard copy of the Agreement, if requested.

8.02 The Employer agrees to deduct from the wages of Employees an amount equal to the monthly membership dues as certified to the University by the Union. The Employer shall remit the amount deducted to PSAC by the 15th day of the month following the month in which deductions were made, in an electronic spreadsheet, with a unique identification number for each Employee, and their name,. Other details can be added to the spreadsheet by agreement between the Parties.

8.03 Where an Employee does not have sufficient earnings in respect of any month to cover deductions to be made under this Article, the Employer shall not be obligated to make such deduction from the Employee's salary.

8.04 For the purpose of applying Article 8.02, deductions from pay for each Employee of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.

8.05 The Employer shall provide a statement of the Union dues deducted for each calendar year on the Employee's T-4 statement.

8.06 The Union must provide at least sixty (60) Calendar Days' notice of any change in the monthly membership dues.

8.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer and such claim or liability would be limited to the amount actually involved in the error.

Article 9 – Joint Union/Management Committee

9.01 There shall be a Joint Union/-Management Committee consisting of three (3) Bargaining Unit representatives appointed by the Union and three (3) representatives from within the University appointed by the University.

9.02 A Bargaining Unit representative, at the Union's discretion, may continue ~~his/her~~**their** appointment on the Joint Union/-Management Committee for two (2) additional ~~terms~~**Semesters** after ~~his/her~~**their** employment contract with the University ends.

9.03 The purpose of the Committee is to review matters of mutual interest arising from the application of this ~~Collective Agreement~~ and to foster communications and co-operation between the ~~P~~parties, but the Committee shall not have the power to deal with any matters which are properly the subject of a grievance or negotiation.

9.04 The Committee shall meet whenever the need arises, ~~but in any event, at least~~normally every three (3) months, **unless it is mutually agreed to forgo the meeting.**

9.05 The Committee shall have Co-Chairpersons appointed by the respective ~~P~~parties. Each Co-Chairperson will alternately be responsible for convening and chairing meetings of the Committee.

9.06 Minutes of each meeting of the Committee shall be prepared by the Employer and distributed to all Committee members within ten (10) Days of the meeting. All members should indicate their agreement of the minutes, or register their comments, within five (5) Days of distribution.

9.07 The Joint Union/Management Committee shall function as a forum in which the ~~Employer and the Union~~**Parties** shall advise each other of anticipated trends or policy changes, of which either may be aware, which may have an impact on the Bargaining Unit.

Article 10 – Service and Facilities

10.01 The Employer agrees that in those ~~academic units~~**Faculties** where Employees are employed, the Union will be provided access to space on existing bulletin boards for the posting of official Union notices.

10.02 The Employer agrees that the Union may make use of the Employer's internal post and e-mail services at standard internal user rates for the purpose of communication on official Union business with its members and the Employer's representative ~~identified in Article 5.04.~~

10.03 The Employer shall assist the Union in locating suitable meeting rooms at standard internal user rates as required for Union business, provided reasonable notice is given and space is available.

10.04 Provided prior written approval for the travel has been given by his/~~her~~**their** Supervisor, the Employer shall reimburse the Employee for all reasonable travel expenses incurred for employment-related activities conducted outside the Region of Durham.

10.05 The Employer agrees to provide the Union adequate secured office space that will be shared ~~with~~**amongst** PSAC Local 000555 **units**, in an appropriate location on campus.

10.06 The Union shall have access to the following additional services of the Employer at standard internal user rates: telephone services, reprographic services and internet access, subject to the protocols determined by the Employer for internal users.

10.07 When the Supervisor determines that the Employee requires training for the purposes of acquiring familiarity with software additional to the qualifications required for the appointment, the ~~Employer~~ **Supervisor** will arrange for such training.

10.08 Each Sessional Lecturer will be provided with a UOIT email account which is to be used for all UOIT related communication. For the purposes of completing a contract, or for contact regarding potential re-employment, the Sessional Lecturer will have continued access to the UOIT email account for one (1) additional ~~academic term~~ **year** after the end of ~~his/her~~ **their** contract with the University.

Article 11 – Grievance Procedure and Arbitration

Office of the Provost means those employees at the University that are responsible for labour relations.

11.01 A grievance is defined as any work-related dispute arising out of the interpretation, application, administration or alleged violation of the specific terms of this Agreement, and includes complaints arising under the *Ontario Human Rights Code*. It is the mutual desire of the ~~Union and the Employer~~ **Parties** that grievances should be addressed as quickly as possible.

11.02

- a) The Employer acknowledges the right and duties of the representatives of the Union to assist Employees in preparing and presenting a grievance.
- b) At any stage of the grievance procedure, the Dean may be accompanied by ~~(a) another representative(s)~~ **(s)** of the Employer.

11.03 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for pursuing rights under this Article or for participating in proceedings under this Article. Any such alleged reprisal or retaliation or threat thereof shall be equivalent grounds for laying a complaint under the Article.

11.04 INFORMAL DISCUSSION:

Before a grievance is filed formally, and whenever it is possible, the ~~appointing~~ **Dean** and/or ~~Academic Affairs and/or Human Resources~~ **the Office of the Provost** will be given the opportunity to resolve the matter in accordance with the following:

- a) The Employee shall discuss the matter, accompanied by a representative of the Union if ~~he/she~~ **they** wishes, with ~~his/her~~ **their** Dean and/or ~~Academic Affairs and/or Human Resources~~ **the Office of the Provost**. The matter shall be brought to the attention of the Dean within fifteen (15) Days after its occurrence, or from the date the Employee ought reasonably to have been aware of the occurrence of the circumstance giving rise to the matter.
- b) The discussion shall take place within five (5) Days after the matter is brought to the attention of the Dean and/or ~~Academic Affairs and/or Human Resources~~ **the Office of the Provost**. If requested, the Dean shall give a reply in writing within five (5) Days of the discussion.

11.05 STEP ONE

- a) If a matter is not resolved by the ~~informal discussion~~ with the Dean **and/or the Office of the Provost** as provided for in **Article 11.04** above, a formal grievance may be submitted to the Dean ~~(or designate) with a copy sent to Academic Affairs~~ for the Faculty in which the Employee works, **with a copy sent to the Office of the Provost**, within ten (10) Days of the discussion provided for in **Article 11.04** above. The grievance must be stated in writing by the Union, outlining the facts of the grievance, the Article(s) of the Agreement alleged to have been violated, and the relief sought. The form must be signed and dated by the grievor and a representative of the Union.
- b) The Dean shall convene a meeting with the Employee, ~~the Dean, the Union representative(s) and Academic Affairs~~ **the Office of the Provost** to discuss the grievance within ten (10) Days of the receipt of the grievance and shall respond to the grievance, in writing, within five (5) Days of this meeting.

11.06 STEP TWO

If the grievance remains unresolved following the STEP ONE process, the grievance may be submitted to the Provost, ~~or designate~~, within ten (10) Days of the STEP ONE reply. The Provost shall convene a meeting with the Employee, **the Office of the Provost, and the Union representative(s) and Academic Affairs** to discuss the grievance within ten (10) Days of the receipt of the grievance and shall respond to the grievance, in writing, within seven (7) Days of this meeting.

11.07 If the grievance remains unresolved following STEP TWO, the grievance may be submitted to Arbitration as set forth in Article 11.14. If no written request for Arbitration is received within twenty-five (25) Days of the receipt of the decision under STEP TWO, the grievance shall be deemed to have been withdrawn.

11.08 Where no answer is given within the time limits specified in the Grievance Procedure, the Union shall be entitled to submit the grievance to the next step of the Grievance Procedure. Any grievance that is not commenced or processed to the next step in the Grievance Procedure within the aforesaid time limits, or as mutually extended, shall be deemed to have been terminated.

11.09 A group grievance shall be initiated should more than one (1) Employee be grieving substantially the same alleged violation. Failing resolution of the matter following the ~~informal discussion~~, as provided for in Article 11.04, a group grievance shall be submitted at the STEP ONE stage. All Employees affected may sign the grievance but only one (1) affected Employee may be present at the ~~informal discussion~~ and at each step of the grievance process. Up to three (3) additional Employees from the group may be called as witnesses. Any agreement under this Grievance Procedure shall be applied to all affected Employees who signed the grievance.

11.10 A policy grievance arising directly between the Employer and the Union shall be initiated at STEP TWO of the ~~Grievance Procedure~~ and submitted directly to the Union or

~~Academic Affairs~~ **the Office of the Provost** as applicable. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a grievance directly affecting an Employee or Employees which such Employee or Employees could themselves institute and the regular Grievance Procedure shall not be thereby by-passed. Any grievance by the Employer or the Union as provided in this paragraph shall be commenced within fifteen (15) Days after its occurrence or from the date the Employer or the Union ought reasonably to have been aware of the occurrence of the circumstances giving rise to the grievance.

11.11 An Employer grievance will be submitted to the Toronto Regional Office of the PSAC and shall be originated at STEP TWO. A decision by the Union will be delivered in writing within ten (10) Days of the hearing provided for in STEP TWO.

11.12 The Employee and a representative who accompanies this Employee under this Article will not suffer a loss in pay as a result of attendance at meetings between the Employer and the Employee as provided for under this Article. Both the Employee and the representative will provide as much advance notice as possible to their Supervisor of any such meetings that conflict with their Employee responsibilities.

11.13 If the Union notifies the Employer in writing of an alleged violation of the Collective Agreement but indicates a decision not to grieve, this decision shall be without prejudice to grievances on similar matters. Furthermore, the withdrawal of a grievance at any step shall be without prejudice to grievances on similar matters if the Employer receives written notification of this decision from the Union.

Arbitration Procedure

11.14 If the Employer or the Union requests that a grievance be submitted to Arbitration, it shall make such request in writing addressed to the other pParty within twenty-five (25) Days of the written decision of STEP TWO pursuant to Article 11.07.

11.15 Grievances shall be heard by a single Arbitrator.

11.16 Appointment of an Arbitrator

The grieving Pparty will propose three (3) arbitrators to the responding pParty. If the responding pParty cannot agree to the appointment of any of these three (3) candidates, it will propose three (3) arbitrators to the grieving pParty. If none of these three (3) candidates are acceptable to the grieving pParty, the Minister of Labour for the Province of Ontario will be requested to appoint the aArbitrator.

11.17 Authority

An Arbitrator has the power and authority as provided for in the *Ontario Labour Relations Act*. The Arbitrator shall have no authority to add to, subtract from, modify, change, or alter in any way the provisions of this Agreement or any expressly written amendment or supplement thereto or to extend its duration, unless the pParties have expressly agreed, in writing, to the aArbitrator's specific authority to do so, or to make a decision which has such effect.

11.18 No matter may be submitted to Arbitration which has not been properly carried through the Grievance Procedure, except that the Parties by mutual written consent, may extend the time limits fixed in both the Grievance and Arbitration Procedures.

11.19 The written decision of the Arbitrator will be final and binding upon the Parties hereto, and the Employees.

11.20 Each of the Parties hereto will bear one half of the fees and expenses of the Arbitrator.

11.21 No adjustment effected under the Grievance or Arbitration Procedures shall be made retroactive beyond the date of the occurrence of the matter or from the date the Employee, or the Union, or the Employer in respect of Article 11.10, ought reasonably to have been aware of the occurrence of the circumstances giving rise to the matter.

11.22 Where appropriate the Parties may, by mutual consent, agree to expedite the arbitration process. Expedited arbitration shall proceed by agreed statement of facts and shall require the Arbitrator to deliver a decision orally at the conclusion of the hearing.

Article 12 – Postings and Appointments

General

The University shall decide the qualifications required for each position where the University is considering appointing a Sessional Lecturer. The University may choose not to appoint any candidate who applies to a posted vacancy. All offers of employment to Sessional Lecturers are conditional upon sufficient student enrolment in the Course.

For the purposes of this Article, Internal Applicant means a Sessional Lecturer who has taught any Course for the University within the past thirty-six (36) months.

If there are multiple sections of a Course, the Dean will determine the number of sections to be assigned to a qualified applicant.

12.01 Internal Posting and Appointment

- a) Prior to posting under **Article 12.02** the University shall post a position restricted to Internal Applicants. Normally positions will be posted no less than **twenty (20)** Days prior to the start of the Course. The internal posting shall be posted on the University's employment website for a minimum of five (5) Days.
- b) The qualifications of the applicants will be evaluated against the posted qualifications for the position(s). The criteria for selecting a candidate for a position shall include the Internal Applicant's academic qualifications, teaching competence, ability to perform the duties of the position, and previous applicable academic experience. Criteria are not listed in order of importance.

- c) The Dean shall determine the process for the selection of the successful candidate. This selection process may include interviews, teaching demonstrations, and/or other assessments as determined by the Dean.
- d) Questions about the posting and/or appointment should be directed to the Planning and Budget Officer of the posting Faculty.

Priority will be given to an Internal Applicant who has taught any Course for the University in three (3) different ~~Sessions~~ **Semesters** in the past thirty-six (36) months, provided they meet the requirements for the position as outlined in the job posting. Where two (2) or more Internal Applicants with priority status meet the requirements of the position(s) the University may choose the best qualified candidate.

12.02 External Posting and Appointment Process

Should a posting not be filled by the internal posting process:

- a) Notices of Sessional Lecturer vacancies shall be posted on the University's employment website for at least ten (10) Days. The University may also advertise in other media or locations.
- b) Postings shall include the following information:
 - Date of the posting
 - Closing date by which applications must be received
 - Posting Faculty
 - Course name and number
 - Location of classes
 - Start Date and duration of the Course
 - Required candidate qualifications
 - Equity statement
- c) The criteria for selecting a candidate for a vacancy shall include the candidate's academic qualifications, teaching competence, ability to perform the duties of the position, and previous applicable academic experience. Criteria are not listed in order of importance.
- d) The Dean shall determine the process for the selection of the successful candidate. This selection process may include interviews, teaching demonstrations, and/or other assessments as determined by the Dean.
- e) Questions about a posting and/or an appointment should be directed to the Planning and Budget Officer of the posting Faculty.

12.03 Emergency Appointments

- a) In the event that a candidate is offered a position that was posted and does not sign back the Appointment Letter, or accepts the appointment and abandons the appointment twenty (20) Days prior to the start of the Course the University shall fill

the resulting vacancy with a qualified Internal Applicant. If no qualified Internal Applicant is available, the University may fill the resulting vacancy through whatever means it may choose.

- b) In the event a Course becomes available and/or there is an unforeseen vacancy and/or an instructor abandons the appointment before it is completed, any time after twenty (20) Days prior to the start date of the Course the University may fill the resulting vacancy through whatever means it may choose.

12.04 Appointment Letter

Every Sessional Lecturer, regardless of the process for appointment, shall receive an offer of appointment in the form of an Appointment Letter. The candidate will have ten (10) Days to sign back acceptance of the offer on the Appointment Letter. The offer of employment as a Sessional Lecturer will be considered to have been withdrawn if not signed back within this period. If such appointments are to more than one (1) Course the candidate shall receive separate Appointment Letters for each discrete Course.

12.05 Multiple Appointments

- a) The University, may appoint a Sessional Lecturer to more than one (1) appointment concurrently, either to separate Courses or to more than one (1) section of a single Course up to a maximum of three (3) Courses/sections per term not exceeding seven (7) Courses/sections per Academic Year.
- b) The University may appoint a Sessional Lecturer to sequential offerings of a Course for as many as six (6) offerings of the Course. Such an appointment may be terminated by either the University or the Sessional Lecturer with three (3) months' notice to the other prior to the next offering of the Course.
- c) The University may appoint more than one (1) Sessional Lecturer to a single Course. In this event, each such Employee will receive an Appointment Letter and all payments for this work will be made pro rata to the Employee's contribution to the delivery of the Course. The total of all such payments will be at least the minimum rate of pay applicable to the whole Course.

12.06 Priority Consideration Appointment

Notwithstanding the provisions of this Article, in the event that an Internal Applicant with priority has had two (2) appointments to the Course in **two (2) different Sessions Semesters** in the last two (2) Academic Years as a Sessional Lecturer appointment, the Employer may offer that Employee an appointment to the Course, within the next Academic Year, as a Sessional Lecturer appointment without posting, as long as such Employee continues to meet the criteria provided in Article 12.01.

Article 13 – Workload

13.01 Scope and Expectations of the Appointment

- a) The appointment of a Sessional Lecturer to teach a Course includes any or all of the following duties and activities whether before the start date or after the end date of the contract:
- Orientation and training sessions whether before the start date of the contract
 - Preparation to teach including development of teaching materials
 - Direct and indirect teaching time in classroom, on-line, laboratory, seminar, fieldwork and individual study formats and settings as required by the Course
 - Consultations with, and guidance and counseling of, students, in person or electronically
 - Preparation, delivery and marking of assignments, labs, tests, and exams
 - Supervision of the work of Teaching Assistants
 - Consultation with the Sessional Lecturer's Dean
 - Re-marking, involvement with appeals etc. prior to the end date set out in the Appointment Letter
 - Other teaching duties as assigned
- b) **It is understood that work may vary from assignment to assignment due to the Employees experience and familiarity with the course material, the nature of the material presented, student participation etc.**
- c) **The Sessional Lecturer and/or Dean may request a meeting to review the workload expectations. If there are concerns with the workload the Dean shall make every reasonable effort to address the perceived issues, which may include adding resources to assist the Sessional Lecturer in completing the work, or providing mentorship and/or instruction to address workload issues.**
- de) The Sessional Lecturer is expected to comply with all procedures, processes and deadlines established by the University for the delivery of Courses and the assignment of student grades.
- ee) The Sessional Lecturer is expected to carry out his/~~her~~**their** duties with all due attention to the establishment of fair and ethical dealings with students.
- fd) All Sessional Lecturers are expected to actively incorporate modern information technology in their t**Teaching**.

13.02 Mode of Delivery

- a) The Employer establishes the mode of delivery for teaching through its Internal Quality Assurance Process (IQAP). The principal modes of delivery for Courses at UOIT are face-to-face, hybrid and fully online.

- b) Once the mode(s) of delivery are established by the Employer for a Course, or a particular section of a Course assigned to a Sessional Lecturer, the Sessional Lecturer is free to innovate within that mode to establish the best pedagogy using the technologies of instruction available.

13.03 The Employer shall make every reasonable effort to maintain a student to Sessional Lecturer ratio for the Foundations Courses that is comparable to the ratios from the 2016/17 and 2017/18 Academic Years.

- **On average 1 (Sessional Lecturer): 24 (placement students)**

Article 14 – Evaluation

14.01 The Dean may conduct a **reasonable performance assessment-evaluation once per** ~~in the first Term for a Sessional Lecturer teaches in a Faculty,~~ and on a periodic basis after that in consultation with the Sessional Lecturer. The purpose of evaluation is to assess the performance of Employees, to ensure quality, and to provide the Employee with constructive feedback. If an Employee is teaching in multiple Faculties, a separate performance **assessment-evaluation** may be provided by the Dean of each Faculty.

14.02 An Employee shall be given an opportunity to acknowledge that ~~he or she~~**they** has **have** received a copy of ~~his/her~~**their** performance evaluation by signing the copy to be filed. The Employee may attach comments to the ~~report~~**evaluation**.

14.03 The University may administer its process of student evaluation of teaching performance and course quality as may be constituted from time to time. The University may use the results of these evaluations only in conjunction with evaluations completed by the Dean for the purpose of making future employment decisions. For further clarity, the ~~P~~parties agree that student evaluations shall not be the sole measure used in the determination of future employment decisions.

14.04 Sessional Lecturers shall be given no less than five (5) Days' notice that an in class, face-to-face, or electronically monitored (e.g. teleconference, videotaped) evaluation is to take place.

14.05 During ~~her or his~~**their** first ~~S~~semester teaching at the University, a Sessional Lecturer may make a written request for an in-class review for the purpose of obtaining feedback and guidance on teaching practices, which shall be scheduled for a class mutually agreed between the Sessional Lecturer and the Dean.

Article 15 – Employer Policies

Intellectual Property

15.01 Sessional Lecturers are “Academic Personnel” under the University’s Intellectual Property policy. As such, subject to the modifications below, intellectual property will be administered according to the University’s Intellectual Property policy. This policy is posted on the University’s website.

15.02 Notwithstanding the provisions in 6.3(a) of the Intellectual Property policy, the University retains the right to negotiate with an intellectual property creator, dependent on factors pertinent to the particular fact situation, a percentage share of commercialization that is of lesser value for the University.

15.03 If the Employer exercises its right ~~(per section 3.1 of the policy)~~ **under the Intellectual Property policy** to “copy, use or modify” a Sessional Lecturer’s **teaching** material, it is the Employer’s responsibility to obtain permissions, for any distributions or publications of that **teaching** material, from any non-faculty authors with copyright in that material. It is the Sessional Lecturer’s responsibility to identify such authorship.

Academic Freedom

15.04 UOIT regards academic freedom as indispensable to the pursuit of knowledge **and of service to the common good of society, through searching for, and disseminating, knowledge and understanding, and through fostering independent thinking and expression. These ends cannot be achieved without academic freedom.**

15.05 **Academic freedom of Sessional Lecturers resides at the core of the University’s mission and includes** ~~the freedom of Sessional Lecturers to: teach and discuss; define research questions, to engage in research and define research questions; to pursue the answers with rigor; and to disseminate knowledge; produce and perform creative works; express one’s opinion about the University, its administration, and the system in which one works; and select, acquire, disseminate, or critique documents or other materials as is relevant in the performance of the Sessional Lecturer’s teaching obligations according to their best judgment resides at the core of the University’s mission.~~ Accordingly, academic freedom is the right of every Sessional Lecturer.

15.06 ~~The Employer expects its~~ Sessional Lecturers **have an obligation** to exercise this freedom with integrity and with due regard for the rights and freedoms of others.

15.07 **Academic freedom neither confers legal immunity in respect of opinions that may be expressed or activities that may be undertaken, nor does it relieve Sessional Lecturers from the requirement to perform their duties and responsibilities to the University.**

15.08 **Sessional Lecturers shall not purport to speak on behalf of the University or the Union unless specifically authorized to do so. A statement of affiliation with, or position in the University, or of qualifications relevant thereto, shall not be construed as an attempt to speak on behalf of the University.**

Existing Conditions and Benefits

15.075 All rights, privileges, working conditions and benefits which Employees now enjoy, receive or possess as Employees of the University of Ontario Institute of Technology shall continue to be enjoyed and possessed insofar as they are not inconsistent with this Agreement, but may be modified by mutual agreement between the University and the ~~Union~~ **Parties**.

Article 16 – ~~Personnel~~ Employment File

16.01 Upon request, Employees shall have the right, normally within two (2) Days, to consult their ~~personnel~~ **employment** file in the presence of a representative of the Employer, and, if they so wish, a representative of the Union. Employees have the right to review their employment file no more than once per ~~S~~semester of employment.

Article 17 – Discipline, Suspension and Discharge

17.01 The Employer shall not discipline, suspend or discharge an Employee without just and sufficient cause.

17.02 The ~~Employer and the Union~~ **Parties** recognize the principle of progressive discipline by adopting the procedures set forth below.

17.03 When an Employee is to be disciplined (i.e. documented verbal warning, written warning, suspension or discharge), such discipline shall only be imposed at a meeting with the Dean specifically convened for this purpose. Employees will be given **twenty-four (24)** hours' notice and advised that they are entitled to be accompanied at this meeting by a Union representative. A copy of any disciplinary letter shall be provided to the Union within three (3) Days of such a meeting. **A copy of the discipline will be placed in the employee's employment file.**

17.04 A documented verbal warning or a written warning shall normally precede imposition of a suspension or discharge, except in the case of gross neglect of duty, position abandonment, or gross misconduct, and an Employee shall be given a set and reasonable time period in which to demonstrate the required sustained improvement in the area of concern.

17.05 In cases involving alleged serious insubordination or the perception of a continuing threat to the safety of a person or property, the Dean of the Faculty in which the Employee works may suspend an Employee with pay during the period that the Employer investigates the alleged action or behaviour prior to holding a meeting under Article 17.03. This step is precautionary and not itself considered to be disciplinary. The Employee will receive a letter advising of the matter being investigated, any restrictions placed on ~~his/her~~ **their** access to individuals or to the University campus, and advising of the right to consult with a representative of the Union. The Union shall also be provided with a copy of this letter. In these circumstances, the Employer will proceed as expeditiously as possible with a view to minimizing the period of time of the suspension. The precautionary suspension shall

continue only until the Dean has returned ~~his/her~~their decision following the meeting held under Article 17.03.

17.06 Employees shall be given an opportunity to acknowledge that ~~he/she~~they ~~has~~ have received a disciplinary letter by signing the copy to be filed. The Employee may attach comments to the letter.

17.07 It is agreed that a disciplinary warning letter within an Employee's employment file shall be deemed null and void and removed from the file after the completion of twenty four (24) months of employment, excluding the Term in which the disciplinary letter was issued, from the date of the letter and provided that no further discipline has been recorded within the period noted above.

Article 19 – Holidays and Vacation Pay

Statutory Holidays

19.01 (a) No Employee shall be scheduled to work on the following holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday (currently 1st Monday in August)
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

or any other holiday declared by the University to be a holiday.

(b) When a holiday falls on a Saturday or Sunday, the University will set an alternate ~~d~~Day (generally the next working day).

19.02 No Employee shall be scheduled to work on a Saturday or a Sunday attached to any one (1) of the ten (10) holidays specified in Article 19.01 (a).

19.03 Holiday pay is included in the base rates set out in Appendix "A", ~~Wage Rates~~Compensation.

Vacation Pay

19.04 All Employees shall be entitled to **four percent (4%)** of their base salary as vacation pay. **For Employees who have accumulated five (5) years of continuous service an additional two percent (2%) vacation pay shall be applied to their base salary.** Such vacation pay is included in the base rates set out in Appendix "A", ~~Wage~~

Rates Compensation.

Article 20 – Non Discrimination/Harassment

20.01 The Employer and the Union are committed to a working and learning environment that allows for full and free participation of all members of the University. Discrimination against and harassment of individuals, whether as members of any recognizable group or otherwise, undermine these objectives and violate the fundamental rights, personal dignity and integrity of individuals or groups of individuals.

20.02 This Article is in accordance with all applicable federal and provincial legislation related to discrimination and harassment such as the *Ontario Human Rights Code*. It also applies to those situations defined as Workplace Harassment under the *Occupational Health and Safety Act*. The Employer's policy should be consulted whenever there are concerns about violence in the workplace including domestic violence.

20.03 The Parties acknowledge that the University has a duty to accommodate as set out in the *Ontario Human Rights Code*. In situations where an Employee requires an accommodation, the University, and the Employee shall make every reasonable effort to reach the required resolution.

20.04 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for pursuing rights under this Article or for participating in proceedings under this Article. Any such alleged reprisal or retaliation or threat thereof shall be equivalent grounds for laying a complaint under this Article.

Discrimination

20.05 Except as permitted by law, the Parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced toward any Employee in respect to his/her/their employment by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability as these terms are defined by the *Ontario Human Rights Code*. The Parties further agree that there shall be no discrimination interference, restriction, or coercion exercised or practiced toward any Employee in respect to his/her/their employment based on gender identity or expression or by reason of his/her/their membership or activity or non-activity in the Union.

20.06 This Article shall not infringe upon the implementation of special programs designed to relieve hardship or economic disadvantage or to assist disadvantaged persons or groups to achieve or attempt to achieve equal opportunity.

Harassment

20.07 There shall be no Harassment or Sexual Harassment exercised against or by any Employee.

20.08 *Harassment* means engaging in a course of vexatious comment(s) or conduct that is known or ought reasonably to be known to be unwelcome. Harassment may be related to one (1) or more of the prohibited grounds of discrimination under this Article. Harassment

includes sexual harassment, personal harassment, and workplace harassment. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal.

20.09 *Sexual Harassment* includes (a) comment(s) or conduct of a sexual nature such as, but not limited to, sexual assault, verbal abuse or threats, unwelcome sexual invitations or requests, demands for sexual favours or unwelcome innuendo or taunting about a person's body, physical appearance, sexual orientation or gender expression, and includes situations where:

- a) submission to such conduct is made either explicitly or implicitly a condition of an individual's employment; or
- b) submission to such conduct by an individual is used as a basis for employment, or for academic advancement; or
- c) such conduct interferes with an individual's work or academic performance; or
- d) such conduct creates an intimidating, hostile or offensive working or academic environment.

20.10 *Personal Harassment* includes conduct and/or behaviour(s) which create an intimidating, demeaning or hostile working or academic environment whether or not it is based on the prohibited grounds defined in the *Ontario Human Rights Code* and listed under this Article.

20.11 *Workplace Harassment* is defined under the *Occupational Health and Safety Act* as engaging in a course of vexatious comment(s) or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

20.12 Harassment does not include:

- a) interpersonal conflict or disagreement; or
- b) the proper exercise of management's rights and/or performance evaluation.

20.13 An Employee alleging a violation of this Article may file a grievance in accordance with Article 11 – Grievance Procedure **and Arbitration**.

20.14 Any level in the **G**rievance **P**rocedure shall be waived if a person hearing the grievance is the subject of the complaint. No other level of the **G**rievance **P**rocedure shall be waived, except by mutual consent.

20.15 Nothing in this Article precludes the Employer from conducting an investigation into an allegation of **H**arassment or **D**iscrimination. The Employer shall notify the Union of any investigation into an allegation of **H**arassment or **D**iscrimination made against an Employee. In all other such investigations involving Employees, they shall be notified of their right to Union representation prior to any meeting with the Employer.

20.16 No Employee against whom an allegation of ~~D~~iscrimination or ~~H~~harassment has been made shall be subject to any disciplinary measure before the completion of any investigation into the matter, but may be subject to other interim measures where necessary as per Article 17.05.

20.17 An Employee who is disciplined as the result of any investigation into alleged ~~D~~iscrimination or ~~H~~harassment shall have the right to grieve such discipline under Article 11 – Grievance Procedure and Arbitration.

Article 21 – Health and Safety

21.01 The Employer and Employees shall comply with the *Occupational Health and Safety Act*.

21.02 ~~The Union and the Employer~~ **Parties** shall cooperate in developing and promoting rules and practices to maintain a safe and healthy workplace. The Employer shall make all reasonable provisions for the occupational health and safety of Employees.

21.03 The Employer acknowledges its responsibility to provide a safe and healthy workplace through providing the requisite facilities, supplies, services, procedures and training to protect the health, safety and security of Employees as they carry out their responsibilities of employment in their places of work.

21.04 Employees have a right to know about dangers in their working environment. The person designated by the ~~d~~Department, ~~s~~School or Faculty shall be responsible for informing Employees of any procedures or policies established by the Employer and associated with the safe handling of materials or equipment; require them to use any protective devices, clothing or equipment as provided by the Employer, and to follow such procedures, and advise such persons of the existence of hazards of which the Employer is aware or ought reasonably to be aware, associated with the Employee's employment duties.

21.05 Employees shall be made aware of the risk of occupational exposure to certain hazardous materials for a fetus or nursing child, in very clear terms, as part of all health and safety course materials.

21.06 An Employee who becomes pregnant or who is nursing may request precautionary measures, including a modified work program, to protect herself and the fetus or child. An appropriate modified work program will be implemented for the duration of ~~the~~ pregnancy and/or nursing period, with no loss of pay or benefits or seniority during the period of modified work.

21.07 The University shall provide immediate first aid to any Employee who has suffered a work-related injury on its premises and, if necessary, have the injured Employee taken to a medical facility, a health-care professional or to the Employee's residence, depending on what ~~his or her~~ **their** condition requires. Transportation costs shall be borne by the University.

21.08 The Union has the right to appoint and be represented by an Employee representative from the Bargaining Unit on the Employer's Joint Occupational Health and Safety Committee. Union members of the Occupational Health and Safety Committees shall be entitled to attend educational courses and seminars sponsored by any agencies or the Union for instruction and upgrading on health and safety matters outside of their scheduled work hours. These Union representatives may be the same persons appointed by the Union under the agreement between the Parties covering the Teaching Assistants and Research Assistants **and/or the Post Doctoral Fellows**. The Union representative, at the Union's discretion, may continue his/her/their appointment on the Joint Occupational Health and Safety Committee for two (2) additional Semesters after his/her/their employment contract(s) with the University end.

21.09 The rate of pay for the Union representative on the Joint Occupational Health and Safety Committee will be \$50 per hour. The representative will receive eight (8) hours of pay for each of the fall and winter Semesters and four (4) hours of pay for the spring/summer Semester. **If time spent on mandated Joint Occupational Health and Safety Committee duties, that have been approved by the Office of the Provost, exceeds these hours, extra hours will be paid at the same rate.**

21.10 The Employer shall provide appropriate training to the Employees as required under the *Occupational Health and Safety Act*. The appropriate training will be considered part of the assigned duties. In addition, the Supervisor shall ensure appropriate hazard specific training is provided to the Sessional Lecturer.

21.11 While the Employer is ultimately responsible for health and safety, the Employee shall ensure that any student, teaching assistant or other person under his/her/their care or jurisdiction is informed of any known health and safety hazards and the requirement to follow procedures or policies established by the Employer and associated with the safe handling of materials or equipment, including the requirement to use any protective devices, clothing or equipment.

Article 22 – Leaves of Absence

22.01 The Employer may in its sole discretion grant leaves of absence with or without pay to Employees for legitimate personal reasons. Such leaves shall not be unreasonably withheld.

Pregnancy and Parental Leaves

22.02 Employees shall be eligible for **pPregnancy and/or standard or extended pParental Leave** in accordance with the *Employment Standards Act of Ontario*.

An Employee who becomes pregnant shall, upon request, be granted pregnancy leave for a period of **up to seventeen (17) weeks** beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy. At its discretion, the Employer may require an Employee to submit a medical certificate certifying pregnancy. The Employer shall reimburse the cost of the medical certificate.

22.034 An Employee shall inform ~~the~~**their** Dean and Human Resources, in writing, of ~~her~~**their** plans for taking leave at least four (4) weeks in advance of the initial date of pregnancy/**parental** leave, or such lesser period where there is a valid reason why that notice cannot be given.

22.045 Parental leave, separate from pregnancy leave, shall be extended to any Employee who becomes a parent of a newborn or newly adopted child(ren). The birth ~~mother and father~~**parents** shall be entitled to a leave of up to ~~thirty-seven (37)~~**sixty three (63)** weeks. The adoptive parent(s) shall be entitled to a parental leave of up to ~~thirty-seven (37)~~**sixty three (63)** weeks.

22.056 The Employee shall inform, in writing, his/her Dean of his/her plans for taking leave at least four (4) weeks in advance of the initial date of the parental leave.

22.067 If an ~~female~~ Employee who has taken a pregnancy leave also chooses to take a parental leave, ~~she~~**they** shall take **up to sixty-one (61) weeks of** the parental leave immediately following the pregnancy leave, unless the child has not come into the care and control of the mother at the end of the pregnancy leave (e.g. is hospitalized) in which case alternative arrangements respecting the timing of the parental leave may be made.

22.078 Leave in excess of seventeen (17) weeks for medical reasons relating to the pregnancy, and/or delivery of the infant, will be extended as required by the circumstances. Employees unable to return to work following a pregnancy leave, or subsequent parental leave, because of illness associated with the birth of a child must notify his/her Dean as soon as possible.

22.089 For the birth parents of a newborn or an adopted child, the parental leave must conclude no later than ~~fifty-two (52)~~**seventy eight (78)** weeks after the child is born or comes in the care and control of the parent for the first time.

Bereavement Leave

22. ~~1004~~**9a)** Bereavement leave to arrange or attend the funeral of an immediate family member shall be granted by the Employee's Dean. The paid portion of such leaves will be based on the amount of time the Employee is scheduled to work that week and will not exceed five (5) Days for that Employee, except in instances where extensive travel is required outside of Canada, in which case the Dean at ~~his/her~~**their** discretion may give the Employee up to two (2) additional days of paid leave for travel purposes.

22. ~~1105~~**b)** For the purpose of **Article 22.09-a)**, immediate family is defined as the Employee's spouse, common law spouse, same-sex partner, son, daughter, children of the Employee's spouse, children of a common law spouse, children of a same-sex partner, step-children, ward, brother, sister, father and mother.

22. ~~1206~~**e)** Bereavement leave to arrange or attend the funeral of an extended family member shall be granted by the Employee's Dean. The paid portion of such leaves will be based on the amount of time the Employee is scheduled to work that week and will not exceed three (3) Days for that Employee, except in instances where extensive travel is required outside of Canada, in which case the Dean at ~~his/her~~**their** discretion may give the

Employee up to two (2) additional days of paid leave for travel purposes.

22.0137d) For the purpose of **Article 22.1109-e)**, extended family is defined as step-father, step-mother, foster parent, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law.

22.0148e) It is recognized by the **P**parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided above.

Court Leave

22.400915 Upon written request, an Employee shall be granted leave without loss of pay when summoned to serve for jury duty or jury selection, or when subpoenaed as a witness to court proceedings to which the Employee is not a party.

22.1604 Upon return to work the Employee shall provide the Employer with written confirmation of the date(s) and time(s) on which ~~he/she~~they served.

22.1472 The Employee will provide ~~his/her~~their Dean with as much notice as possible of such court proceedings so that alternate coverage can be arranged.

22.128 Time spent on leave under **Article 22.0915**, equal to one (1) Semester or greater, shall not count as employment for the purpose of **Article 12**.

Labour Conferences and Conventions and Union Training

22.139 Subject to operational requirements, the Employer shall grant a leave of absence without pay to up to five (5) Employees at one (1) time, and a maximum of ten (10) Employees per contract year, who may be elected or selected by the Union to attend labour conferences or conventions not to exceed one (1) week in length.

22.4420 Subject to operational requirements, the Employer shall grant a leave of absence without pay, not to exceed ten (10) Days per semester, to a Union representative who is attending a Union training session. At least two (2) weeks' notice must be provided to the Dean.

Unplanned Leave

22.4521 In the event that an Employee requires an unplanned leave it is the responsibility of the Employee to advise ~~his/her~~their Dean and to make up for any missed class and lost time that was missed. When making up the class(es) is a practical impossibility, an alternate arrangement, approved by the Dean, will be made. An unplanned leave is without loss of pay. Unplanned leaves may include, but are not limited to, sickness leave, bereavement leave, **and/or** court leave, ~~jury leave~~, as set out earlier in this Article and any exigent circumstances preventing access to classrooms.

Academic Conferences

22.1622 Subject to the approval of the appointing Dean, and supported by a copy of the invitation to make a presentation as part of an academic conference relevant to the Employee's discipline, an Employee shall be granted cConference ILeave without loss of pay not to exceed two (2) Ddays of scheduled work. Conference ILeave may only be taken once between September 1 and the following August 31. The Employee must provide as much notice as possible to his/hertheir Dean, but in no event, less than two (2) weeks. In approving such a leave, the Dean and the Sessional LecturerEmployee will determine how the missed work can be made up.

Compassionate Care LeaveFamily Medical Leave

22.1723 The Employer shall grant ~~Compassionate Care~~Family Medical Leave, as requested by the Employee, **where a family or family like member is gravely ill and a significant risk of death is likely within a fifty-two (52) week period**, in accordance with the *Employment Insurance Act of Canada*.

Employment Standards Act Leaves

22. 2418 The Employer shall grant the following unpaid leaves as requested by the Employee in accordance with the *Employment Standards Act of Ontario as amended from time to time*; **Examples of such leaves are: Family Caregiver Leave, Family Medical Leave Critically Ill Child CareCritical Illness (Adult and/or Child) Leave and, Child Death Leave, Crime-related Child Death or Disappearance Leave, Emergency Leave/Declared Emergencies, Organ Donor Leave, Reservist Leave, Personal Emergency Leave, and Domestic or Sexual Violence Leave.** as requested by the Employee, in accordance with the *Employment Standards Act*.

Article 23 – Benefits

Employee Family Assistance Program

The Employer will provide access to an Employee **Family** Assistance Program for which Sessional Lecturers are eligible. Employee **Family** Assistance Programs typically offer support in the areas of work/life service, trauma/critical incident support, wellness seminars and health workshops.

Article 24 – Duration

24.01 The terms of this Agreement will become effective upon the date of ratification by both Pparties and shall be in effect until August 31, 2017**2021**.

24.02 This Agreement shall remain in effect from year to year thereafter unless either Pparty informs the other in writing of a desire to amend this Agreement. This notification of the desire to amend the Agreement must occur within three (3) months prior to the expiration date of this Agreement or any anniversary of such expiration date.

Appendix A – Compensation

Wages will be paid at the Standard Rate or one of the Premium Rates of pay as listed below as determined by the Dean. **Where a Sessional Lecturer has previously received a premium rate for a given course they will continue to receive the premium rate for that course. Foundations Courses in the Faculty of Education will be paid at Premium Rate A.**

Effective Date	Standard Rate of Pay Per 3 credit hour Course ^{1,2}
September 1, 2017	7,326
September 1, 2018	7,454
September 1, 2019	7,584
September 1, 2020	7,717

Effective Date	Premium Rate of Pay Per 3 credit hour Course ^{1,2} – Premium Rate A
September 1, 2017	\$7,900
September 1, 2018	8,019
September 1, 2019	8,155
September 1, 2020	8,298

Effective Date	Premium Rate of Pay Per 3 credit hour Course ^{1,2} – Premium Rate B
September 1, 2017	\$8,400
September 1, 2018	8,526
September 1, 2019	8,671
September 1, 2020	8,823

1. If a Course has more or less than 3 credit hours the minimum shall be pro-rata to the credit value of the Course.
2. Rates include all statutory vacation and holiday pay.
3. Sessional Orientation Compensation of \$200 shall be paid separately based on previous practice as long as this program is offered.
4. ~~In the 2016/2017 Academic Year the Employer will provide to each Employee in that Academic Year a one-time only lump-sum payment of \$200 in the first semester they teach a Course. For further clarity each Employee will receive this payment only once.~~
4. **The retroactive Sept. 1, 2017 increase will be paid out to employees who are actively employed in the 2018-19 Academic Year. Payment will be issued on a one-time basis per contract, based on the term(s) they were employed in the 2017-18 Academic Year and paid out during the first term they work in the 2018-19 Academic Year.**

4. Cancellation Rate

In the event that the University cancels a Course after the Sessional Lecturer has signed back acceptance of the appointment letter but before the first class is scheduled, the Sessional Lecturer shall receive a payment of \$500.00 and the appointment letter will be considered void. If a cancellation occurs after classes have started but on or before the final "Drop/Add" date as established by the University academic calendar, the cancellation payment will be \$1,000.00 and the appointment letter will be considered void.

5. Follow-on Work Rate

In the event that the University requires the Sessional Lecturer to participate in formal student appeals, or discipline, **work supporting accreditation activities, or deferred exams that run into the subsequent Semester**, after the termination date set out in the appointment letter, the Sessional Lecturer will be paid an hourly rate of \$50.00 per hour to a maximum of \$400.00. ~~Normally, such follow-on work will result from participation in student appeals or discipline. Cooperation with the performance of such work as it may arise is an expectation of the original appointment letter.~~ The Dean will work with the Sessional Lecturer affected to establish the nature, timeline and expected duration of such work prior to it being performed.

Letter of Understanding #1

Between

The Public Service Alliance of Canada

and

The University of Ontario Institute of Technology

~~The Parties agree to the removal of Appendix B Sessional Lecturer Template. The Parties further agree to have input and mutual agreement to the content of Sessional Lecturer appointment letters. Such agreement shall not be unreasonably withheld.~~

Letter of Understanding #2

Between

The Public Service Alliance of Canada

and

The University of Ontario Institute of Technology

The Employer recognizes the Public Service Alliance of Canada's Social Justice Fund and has included, in the monies allocated to the Union under Article 5.08 - (Union Representation and Activities), its contribution to the fund.

NEW Letter of Understanding #4

Between

The Public Service Alliance of Canada

and

The University of Ontario Institute of Technology

The Parties agree that for Employment Insurance reporting purposes only, a Sessional Lecturer contract is two hundred and thirty eight (238) hours for a three (3) credit hour course.