

**COLLECTIVE AGREEMENT**

**between**

**THE BOARD OF GOVERNORS OF  
RYERSON UNIVERSITY**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3904, UNIT 1**

**Part-Time and Sessional Contract Lecturers**

**Effective: August 16, 2017 to August 15, 2021**

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## **ARTICLE 1. DEFINITIONS**

### 1. In this collective agreement:

- (a) **"Agreement"** means this collective agreement negotiated between the University and the Union and includes Articles 1 to 27, Appendices I to VII, Letters of Understanding 1 to 11, including the Historical Letter of Understanding.
- (b) **"Bargaining Unit"** is the bargaining unit defined in the decision of the Ontario Labour Relations Board of October 17, 1977, File No. 2173 - 76 - R.
- (c) **"Board"** means the Board of Governors of Ryerson University and/or authorized officials of the University as the context requires.
- (d) **"Chair"** means the Chair/Acting Chair or Director/Acting Director who is a head of a Department/School.
- (e) **"Dean"** means the Dean of the Faculty division to which the Department/School belongs.
- (f) **"Department"** means the department, school, or equivalent academic unit of a Faculty division to which a person seeks to be or is appointed as a Contract Lecturer.
- (g) **"Division"** refers to the Division of Continuing Education.
- (h) **"Faculty"** means the collectivity of probationary, regular and LTF (Limited Term Faculty) as defined in the collective agreement between Ryerson University and the Ryerson Faculty Association.
- (i) **"University"** means Ryerson University and/or authorized officials of the University as the context requires.
- (j) **"Contract Lecturer"** means a member of the Bargaining Unit holding a CUPE, Local 3904, Unit 1, teaching appointment.
- (k) **"Period of instruction"** means the period during which class instruction and examinations take place subject to interruptions for holidays, study weeks, etc.
- (l) **"Semester Hour"** means a fifty minute period of class instruction in the day programmes of the University (or in the evening if taught as a residual part of the day programme teaching function) offered to a group of students weekly.
- (m) **"Academic Year"** comprises three terms, Fall (September to December), Winter (January to April) and Spring/Summer (May to August), although it is recognized that the end of one term and the beginning of the next may overlap for certain academic and administrative reasons. Each semester normally involves about thirteen (13) weeks, however, the Spring/Summer semester is on an equivalent basis (e.g. if the number of weeks of instruction in the summer semester is six and one-half, each academic course hour shall count one-half of an academic course hour).
- (n) **"Teaching function"** means any course or combination of courses, including repeat sections of a course, available for discharge by Contract Lecturers.

## ARTICLE 2. TERM OF AGREEMENT

- (o) **"Union"** means the Canadian Union of Public employees, Local 3904, Unit 1.
- (p) **"Vice-Provost,"** means the Vice-Provost, Faculty Affairs, or other officer of the University, with executive responsibilities for academic personnel.
- (q) **"Experience credits"** (seniority) are used interchangeably in the Agreement and mean the amount of departmental teaching experience accrued by each Contract Lecturer dependant on the type of teaching appointment obtained by the Contract Lecturer.

## ARTICLE 2. TERM OF AGREEMENT

1. This Agreement shall become effective on August 16, 2017 and shall continue in effect until August 15, 2021. Thereafter, the Agreement shall automatically renew itself for periods of one year from each August 16 to August 15, unless either party notifies the other in writing within ninety (90) days prior to any expiry date that it desires to amend or terminate this Agreement.
2. In the event of notification being given of the desire of either party to amend the Agreement, negotiations shall commence as foreseen in Section 14 of the Ontario Labour Relations Act, except that neither party shall be obliged to negotiate during the months of June, July, and August.
3. If, pursuant to such negotiations, agreement is not reached on the amendment of this Agreement prior to any expiry date, this Agreement shall continue in effect until an amended agreement is signed between the parties or until all efforts at the conclusion of such an amended Agreement, including conciliation and any other proceedings which may be instituted by the Ontario Minister of Labour under the provisions of Section 15 to 32 of the Ontario Labour Relations Act have failed and the Minister has acted as foreseen in Section 19 (b) or Section 32 (5).

## ARTICLE 3. MANAGEMENT RIGHTS

1. The University shall possess all the customary management rights necessary for the effective conduct of its affairs, except insofar as it might have restricted them by the specific provisions of this Agreement.
2. The University shall exercise these rights in a manner that is reasonable, fair and consistent with the spirit of this Agreement.

ARTICLE 4. NON DISCRIMINATION

**ARTICLE 4. NON DISCRIMINATION**

1. There shall be no discrimination or harassment as defined in the Ontario Human Rights Code and Regulations practiced by the University during the appointment process, on appointment or in the course of service of any Contract Lecturer and there shall be no discrimination or harassment practiced by Contract Lecturers, within and outside the classroom, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, disability, gender identity, gender expression, age, marital status, family status, record of offenses and political ideology or affiliation, membership in the Union or Union activity.
2. The parties agree that no member of the Union and no person acting on behalf of the University shall take part in formal discussions or vote with regard to the determination of any term or condition of employment of an immediate family member.
3. The achievement of employment equity is a shared goal and a shared responsibility of both parties. As such, nothing in this Collective Agreement shall preclude any employment equity or Ontario Human Rights Code special programs mandated by law or mutually agreed to by the parties to this Collective Agreement.

**ARTICLE 5. PROHIBITION OF LOCK OUTS AND STRIKES**

1. As long as this Agreement is in operation there shall be no lock outs and no strikes, as defined in the Ontario Labour Relations Act.
2. In the event that any employees of the University, other than those covered by this Collective Agreement, engage in a lawful strike, bargaining unit members shall not be obliged to perform work normally done by those employees on strike.

**ARTICLE 6. UNION RECOGNITION AND SECURITY**

1. The University recognizes the Union as the exclusive bargaining agent for the Contract Lecturers in the bargaining unit. The Union shall exercise all its rights under this Agreement in a manner which is reasonable, fair and consistent with the spirit of this Agreement.
2. The employer agrees that no teaching functions as defined in Article 1. (n) (Definitions) and envisaged in Article 13. 1. (a) (Appointment Procedure Posting) shall be contracted out to any non-bargaining unit person(s).
3. Union Dues
  - (a) For all Contract Lecturers who are members of the Union or are deemed to be such, the University shall deduct Union dues from each bi-weekly pay cheque; the first such deduction shall include dues retroactive to the date of appointment. The remittance to the Union of the monies so deducted shall take place within fifteen (15) days of the date on which the pay cheques were issued to the Contract Lecturers.

**ARTICLE 7. UNION REPRESENTATION – TIME OFF FOR UNION ACTIVITIES**

- (b) The Union shall advise the University in writing of the amount of Union dues established from time to time. The University shall make deductions and remittances in accordance with advice from the Union which is on record on the first day of the month in which the deduction is to be made. The University shall send to the Union with the remittance a list of deductions made, itemized by names of Contract Lecturers.
- (c) The Union shall indemnify and save the University from any liability arising out of the application of (a) and (b) above, except such as may result solely from the University's own error. Any such error shall be corrected as soon as possible wherever feasible.

**ARTICLE 7. UNION REPRESENTATION – TIME OFF FOR UNION ACTIVITIES**

1. The Board and the Union shall advise each other of the names of their respective representatives authorized to transact business on behalf of each as soon as possible where such representatives are newly appointed or elected.

The University shall provide to the local Union an amount totalling \$115,000 per each twelve (12) month period, normally between September to August, which shall be used by the local union to compensate bargaining unit members who are also employees of the University, to undertake union/management activities related solely and exclusively to the implementation, application, interpretation and/or negotiation of the collective agreement.

These monies shall be transmitted to the Local each September and shall be distributed by the Executive of the local Union as it deems appropriate.

The University and the local Union agree that once the monies are transmitted, the University has discharged its responsibilities in its entirety and that there shall be no further liability whatsoever in respect of such monies or any claim or grievance made by an employee or the union with respect to the disbursement of said monies.

**ARTICLE 8. UNION OFFICE SPACE**

1. The employer agrees to provide the Union, free of charge, except as otherwise specified in this article, with the use of serviced, furnished and conveniently located office space and access to University services on the same basis as if it (the Union) is a University Department.

**ARTICLE 9. INFORMATION**

1. The University shall provide to the Union:
  - (a) within thirty (30) days of the signing of this Agreement an electronic copy;
  - (b) within thirty (30) days of appointment of a Contract Lecturer access to an electronic copy of their letter of appointment that includes a hyperlink to the Collective Agreement on the Vice-Provost, Faculty Affairs' and Human Resource's web sites;

## ARTICLE 10. GRIEVANCES AND GRIEVANCE ARBITRATION

- (c) within thirty (30) days of the start of a semester an electronic list of all Contract Lecturers in the Bargaining Unit, their Departments, the number of hours of work and the rates of pay;

The University shall post a searchable electronic copy of this Agreement on the University's Vice-Provost, Faculty Affairs and Human Resources web sites.

2. The University shall provide to the local Union on a bi-weekly basis the remittance of dues and deductions made.

### Access to Information:

3. The agenda, minutes, resolutions, and any other material of the Board of Governors or Senate may be accessed via: <http://www.ryerson.ca/about/governors/index.html> or <http://www.ryerson.ca/senate/>

## **ARTICLE 10. GRIEVANCES AND GRIEVANCE ARBITRATION**

### **10.01. GENERAL PROVISIONS**

1. The parties shall endeavor, wherever possible, to resolve complaints which could give rise to a grievance and arbitration in an informal manner through consultations between designated representatives of the University, the Union and the Contract Lecturer concerned.
2. A grievance(s) between the Union and the University shall be in writing signed by a representative designated by the Union or by the University and shall specify the matter(s) in dispute, the article(s) alleged to have been violated, the names of all affected persons and the remedy sought.

### 3. Definitions

- (a) A Grievance is a claim, dispute or complaint involving the interpretation, application, administration or alleged violation of the Collective Agreement filed by the Union on behalf of an individual Contract Lecturer.
- (b) A Hiring Grievance is filed by the Union on behalf of an individual Contract Lecturer alleging that the University has contravened by interpretation, application or administration the provisions of Article 14 (Appointment Procedure – Selection). Only Contract Lecturers who were employees of the University in the 12 months preceding the applicable posting dates (November 1, March 1, and May 15) may access the hiring grievance/arbitration process.
- (c) Group Grievance is a claim, dispute or complaint involving the interpretation, application, administration or alleged violation of the Collective Agreement filed by the Union on behalf of two or more Contract Lecturers.
- (d) A Policy Grievance is a claim, dispute or complaint involving the interpretation or application of the collective agreement and can be filed by either the Union or the University.



**ARTICLE 10. GRIEVANCES AND GRIEVANCE ARBITRATION**

- (e) The Grievor will either be the Union (CUPE 3904, Unit 1 filing a grievance on behalf of a Contract Lecturer or group of Contract Lecturers) or the University.
- (f) Carriage Rights refer to the entity that has the right to make all decisions with regard to the grievance process, including, but not limited to settlement, withdrawal and whether or not to proceed with litigation. The Union and the University shall have carriage of all grievances which they respectively initiate.
- (g) Arbitration is a quasi-judicial process in which a disinterested third-party (an arbitrator or arbitration board) hears evidence presented by both the union and the employer on issues in dispute, and hands down a binding decision.
- (h) Mediation Dispute Resolution is an informal process involving a neutral third party used to resolve grievance disputes.

**10.02. GENERAL PROVISIONS DEALING WITH GRIEVANCES**

1. Grievability

- (a) There shall be no grievance permitted concerning actions or situations attributable to the University which the Agreement defines as being within the University's discretionary authority, except where the grievor alleges that such action or situation involves:
  - (i) Discrimination on a specified ground foreseen in Article 4 (Non-Discrimination);
  - (ii) A specified improper motive; or
  - (iii) Failure to follow any specific process set out in the provisions of this Agreement.

2. Informal Resolution

Notwithstanding the grievance procedures that follow, a Contract Lecturer who has a complaint regarding an issue which could give rise to a grievance and arbitration may, at their discretion, first raise the matter with their department Chair and give the Chair an opportunity to discuss and adjust the matter.

Such discussion shall be initiated within ten (10) working days after the occurrence of the incident giving rise to the complaint, or ten (10) working days from the date events giving rise to the complaint ought reasonably to have been known, whichever is later.

The Contract Lecturer may, if they choose, consult and seek the advice of their union representative at any point during the complaint stage.

**ARTICLE 10. GRIEVANCES AND GRIEVANCE ARBITRATION**

**3. Hiring Grievances**

- (i) It is agreed that if the posting deadlines as outlined in Article 13. 4. (Appointment Procedure Posting - Time Limits for Posting) are delayed as a result of the Department's/University's actions, Contract Lecturers who were employees of the University in the 12 months preceding the time the vacancies should have been posted, have access to the grievance/arbitration process of this Article, in respect of Article 14, Appointment Procedure – Selection subject to 10.01 3 (b) above.
- (ii) It is agreed that a Contract Lecturer who is not teaching at Ryerson as they are upgrading their educational qualifications as mutually agreed to by the Contract Lecturer and the University has access to the grievance/arbitration process of this Article, in respect of Article 14, Appointment Procedure – Selection.

**4. Group Grievance**

In the event that a grievance is submitted which deals with a group of Contract Lecturers across more than one Faculty the grievance shall be filed at Step 3, Vice-Provost, Faculty Affairs level and shall, directly identify all of the affected individuals for whom a remedy may be sought.

**5. Time Limits**

**(a) Initiation**

The Union or the University shall initiate the grievance process according to procedures contained in the relevant clauses herein.

**(b) Continuation**

In the event a party fails to reply in writing as specified in this article within the time limits prescribed in this article, the other party may submit the matter to the next step as if a negative reply or denial had been received on the last day for the forwarding of such reply.

**(c) Extensions**

The time limits specified in this article may be extended by written mutual agreement by the parties. Such agreement should not be unreasonably withheld.

**10.03. PROCEDURES FOR HIRING GRIEVANCES**

**1. Step 1 – Grievance Stage (Chair Level)**

- (a) If the Union wishes to lodge a hiring grievance on behalf of a Contract Lecturer, the Union shall initiate the grievance procedure by contacting (in writing) the Chair within ten (10) working days of the occurrence of the incident giving rise to the grievance, or ten (10) working days from the date events giving rise to the complaint ought reasonably to have been known, whichever is later.

ARTICLE 10. GRIEVANCES AND GRIEVANCE ARBITRATION

- (b) At the same time as the Union lodges a hiring grievance pursuant to step 1 (a) immediately above, the Union shall request that the University release to the Union representative the written evaluation of a Contract Lecturer's candidacy, and the written evaluation of the successful candidate and supporting documentation used by the selection committee as defined in Article 14. 4. (Appointments Procedure – Selection Criteria) of the Collective Agreement. The University agrees to release this information within five (5) working days of the receipt of request.
- (c) The Union shall send the formal grievance in writing to the Chair within fifteen (15) working days of receipt of all the information mentioned in Step (1) b immediately above.
- (d) No later than ten (10) working days following the receipt of the grievance, the Chair shall meet with the Union.
- (e) The aggrieved Contract Lecturer(s) shall have the right to attend this meeting. The parties shall make every reasonable attempt to resolve the grievance.
- (f) If the grievance is resolved at this stage, such resolution shall be documented and counter-signed by the Union and the University representatives within ten (10) working days of the meeting at which the settlement was reached.
- (g) In the event that the parties cannot resolve the grievance within ten (10) working days of the meeting(s) specified in clause (b) above, the Chair shall within a further ten (10) working days forward in writing to the Union the reasons for denying the grievance.

2. Step 2 Grievance Stage (Decanal Level)

- (a) Within ten (10) working days of receipt of the decision under Step 1 or if no decision is forthcoming, the grievance may be submitted to the Dean.
- (b) If the grievance is filed with the Dean, then within ten (10) working days of receipt of the Step 2 grievance, the Dean shall meet with the Union to discuss and attempt to resolve the matter.
- (c) The aggrieved Contract Lecturer(s) shall have the right to attend this meeting.
- (d) If the grievance is resolved at this stage, such resolution shall be documented and counter-signed by the Union and the Dean within ten (10) working days of the meeting at which the settlement was reached.
- (e) In the event that the parties cannot resolve the grievance within ten (10) working days of the meeting(s) specified in clause (b) above, the Dean shall within a further ten (10) working days forward in writing to the Union the reasons for denying the grievance.

3. Step 3 – Grievance Stage (Vice-Provost, Faculty Affairs Level)

- (a) Within ten (10) working days of receipt of the decision under Step 2, or if no decision is forthcoming, the grievance may be submitted to the Vice-Provost, Faculty Affairs or their designate.

**ARTICLE 10. GRIEVANCES AND GRIEVANCE ARBITRATION**

- (b) If the grievance is filed with the Vice-Provost, Faculty Affairs, then within ten (10) working days of receipt of the Step 4 grievance, the parties will meet to discuss the grievance.
- (c) The Vice-Provost Faculty Affairs, or their designate, may invite to the meeting such other persons (for example, the appropriate Chair and/or Dean) that they consider advisable.
- (d) The aggrieved Contract Lecturer(s) shall have the right to attend this meeting. The parties shall make every reasonable attempt to resolve the grievance.
- (e) If the grievance is resolved at this stage, such resolution shall be documented and counter-signed by the Union and the Vice-Provost, Faculty Affairs within ten (10) working days of the meeting at which the settlement was reached.
- (f) In the event that the parties cannot resolve the grievance within ten (10) working days of the meeting(s) specified in clause (b) above, the Vice-Provost, Faculty Affairs shall within a further ten (10) working days forward in writing to the Union the reasons for denying the grievance.
- (g) If the decision of the Vice-Provost, Faculty Affairs or their designate, is not satisfactory to the Union, or if no decision is forthcoming, the complaint which was the subject of the grievance shall be referred to arbitration within (30) days of receipt of the decision.

**10.04. PROCEDURES FOR NON-HIRING AND GROUP GRIEVANCES**

1. Step 1 – Grievance Stage (Chair Level)

- (a) If the Union wishes to lodge a grievance on behalf of a Contract Lecturer or group of Contract Lecturers, the Union shall initiate the grievance procedure by contacting the Chair within twenty (20) working days of the occurrence of the incident giving rise to the grievance, or twenty (20) working days from the date events giving rise to the complaint ought reasonably to have been known, whichever is later.
- (b) No later than ten (10) working days following the receipt of the grievance, the Chair shall meet with the Union.
- (c) The aggrieved Contract Lecturer(s) shall have the right to attend this meeting. The parties shall make every reasonable attempt to resolve the grievance.
- (d) If the grievance is resolved at this stage, such resolution shall be documented and counter-signed by the Union and the University representatives within ten (10) working days of the meeting at which the settlement was reached.
- (e) In the event that the parties cannot resolve the grievance within ten (10) working days of the meeting(s) specified in clause (b) above, the Chair shall within a further ten (10) working days forward in writing to the Union the reasons for denying the grievance.

ARTICLE 10. GRIEVANCES AND GRIEVANCE ARBITRATION

2. Step 2 Grievance Stage (Decanal Level)

- (a) Within ten (10) working days of receipt of the decision under Step 2, or if no decision is forthcoming, the grievance may be submitted to the Dean.
- (b) If the grievance is filed with the Dean, then within ten (10) working days of receipt of the Step one (1) grievance, the Dean shall meet with the Union to discuss and attempt to resolve the matter.
- (c) The aggrieved Contract Lecturer(s) shall have the right to attend this meeting.
- (d) If the grievance is resolved at this stage, such resolution shall be documented and counter-signed by the Union and the Dean within ten (10) working days of the meeting at which the settlement was reached.
- (e) In the event that the parties cannot resolve the grievance within ten (10) working days of the meeting(s) specified in clause (b) above, the Dean shall within a further ten (10) working days forward in writing to the Union the reasons for denying the grievance.

3. Step 3 – Grievance Stage (Vice-Provost, Faculty Affairs Level)

- (a) Within ten (10) working days of receipt of the decision under Step 2, or if no decision is forthcoming, the grievance may be submitted to the Vice-Provost, Faculty Affairs or their designate.
- (b) If the grievance is filed with the Vice-Provost, Faculty Affairs, then within ten (10) working days of receipt of the Step 3 grievance, the parties will meet to discuss the grievance.
- (c) The Vice-Provost Faculty Affairs, or their designate, may invite to the meeting such other persons (for example, the appropriate Chair and/or Dean) that they consider advisable.
- (d) The aggrieved Contract Lecturer(s) shall have the right to attend this meeting. The parties shall make every reasonable attempt to resolve the grievance.
- (e) If the grievance is resolved at this stage, such resolution shall be documented and counter-signed by the Union and the Vice-Provost, Faculty Affairs within ten (10) working days of the meeting at which the settlement was reached.
- (f) In the event that the parties cannot resolve the grievance within ten (10) working days of the meeting(s) specified in clause (b) above, the Vice-Provost, Faculty Affairs shall within a further five (5) working days forward in writing to the Union the reasons for denying the grievance.
- (g) If the decision of the Vice-Provost, Faculty Affairs or their designate, is not satisfactory to the Union, or if no decision is forthcoming, the complaint which was the subject of the grievance shall be referred to arbitration within thirty (30) days of receipt of the decision.

**10.05. PROCEDURES FOR POLICY GRIEVANCES**

1. In the case of a University policy grievance the grievance will be initiated by the Vice-Provost Faculty Affairs and will be directed to the local Union's President. In the case of a Union policy grievance the grievance will be initiated by the Union and will be directed to the Vice-Provost Faculty Affairs.
2. Time Lines:
  - (a) Such a grievance shall be submitted in writing within thirty (30) working days from the action giving rise to the complaint or from the time the grieving party ought reasonably to have been aware of such action, whichever is later.
  - (b) The parties shall meet within twenty (20) working days of receipt of the grievance and make every reasonable attempt to resolve the grievance.
  - (c) In the event that the parties cannot resolve the grievance within ten (10) working days of the meeting(s) specified above or if no meeting occurs and no extension is agreed upon in writing, the responding party shall forward in writing the reasons for denying the grievance. Thereafter, the grieving party may within a further thirty (30) days refer the matter to arbitration.

**10.06. ARBITRATION PROCEDURES FOR ALL GRIEVANCES**

- (a) Within thirty (30) days from the receipt of the decision from the Vice-Provost, Faculty Affairs, or their designate, and/or the Union as the case may be, either party may submit the matter to Arbitration.
- (b) Each party shall equally share the fees and expenses of the Arbitrator. Where a three person arbitration board is utilized each of the parties will bear the fee and expense of the nominee appointed by it and the parties will equally share the fees and expenses of the Chairperson of the Arbitration Board.
- (c) If the issue is to be dealt with by a single Arbitrator, the parties shall enter into consultations with a view to selecting a person acceptable to both.
- (d) Failing an agreement upon such a selection within ten (10) working days from the date of receipt of the University's submission, or failing availability within a period acceptable to both parties of the selected Arbitrator, either party shall have the right to ask the Ontario Minister of Labour to appoint a person as an Arbitrator.
- (e) If the issue is to be dealt with by an Arbitration Board, the Union shall forward to the Vice-Provost, Faculty Affairs, or their designate, the name of its appointee to the Arbitration Board.
- (f) Thereupon, the Vice-Provost, Faculty Affairs or their designate, shall, within ten (10) working days, transmit to the Union the name of the University's appointee to the Arbitration Board.
- (g) The two (2) appointees shall then, within five (5) working days from the appointment of the second of them appoint a third person who shall be Chair of the Arbitration Board.

**ARTICLE 11. DISCRIMINATION/HARASSMENT COMPLAINT(S) AND GRIEVANCE PROCESS**

- (h) If, within the time limit prescribed, either party fails to appoint its nominee to the Arbitration Board or the two (2) appointees fail to agree upon a Chair of the Arbitration Board, the appointment or appointments shall be made by the Minister of Labour, upon the request of either party.
- (i) A person who has participated in the consideration of the issue at the grievance stage shall not be eligible to serve in any arbitral capacity.
- (j) The Arbitrator or the Arbitration Board shall determine the procedure to be followed, which shall, however, afford full opportunity to the parties to provide evidence and to present arguments bearing on the case.
- (k) The Arbitrator or the Arbitration Board, as the case may be, shall first determine whether the issue is arbitrable under the provisions of this Agreement and proceed or refrain from proceeding further according to that finding.
- (l) The Arbitrator and the Arbitration Board shall have authority to disregard arguments based on minor procedural defects which may have occurred at the grievance or arbitration stage if these, in the opinion of the Arbitrator or the Arbitration Board, have no essential bearing upon the substance of the issue.
- (m) In the Arbitration Board, the decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chair of the Arbitration Board governs.
- (n) Decisions of the Arbitrator or the Arbitration Board shall be final and binding upon the parties, but if the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator or the Arbitration Board to clarify the decision, and such clarification shall be binding.

**10.07. MEDIATION DISPUTE RESOLUTION**

- (a) By mutual agreement, a grievance may be referred to a Dispute Resolution Mediator at any time during the grievance or arbitration process. The parties shall share equally in the costs involved in the appointment of a Dispute Resolution Mediator. The Mediator shall not order a resolution of the grievance but may make recommendations to the parties.

**ARTICLE 11. DISCRIMINATION/HARASSMENT COMPLAINT(S) AND GRIEVANCE PROCESS**

**1. Filing a Complaint Under University Policy**

A Contract Lecturer who: (a) is an employee of the University or was an employee within the past 6 months, and (b) has a complaint of harassment or discrimination as defined in Article 4. 1. (Non-Discrimination), shall raise the matter with Human Rights Services or their Chair/Dean. Human Rights Services will conduct an investigation appropriate to the circumstances and will forward the results of that investigation to the Dean, who will issue their decision to the complainant, in writing, within a reasonable timeframe.

*ARTICLE 11. DISCRIMINATION/HARASSMENT COMPLAINT(S) AND GRIEVANCE PROCESS*

2. At any point in the process the complaint may be referred to the Human Rights Tribunal by the Contract Lecturer

3. Filing a Grievance

- (a) If the complainant is not satisfied with the written response received from the Dean within ten (10) working days of the receipt of such written response they may forward a written grievance to the Assistant Vice President, Human Resources.
- (b) On receipt of the formal written grievance, the Assistant Vice President, Human Resources or their designate shall schedule a meeting with the complainant to review the complaint, determine the areas of disagreement or dissatisfaction with the communication and the remedy sought by the complainant.
- (c) The Assistant Vice President, Human Resources or their designate shall review all documentation, report(s) and evidence upon which the Dean's decision was made within thirty (30) working days of receipt of the grievance.
- (d) At the completion of the review, the Assistant Vice President, Human Resources or their designate, shall within ten (10) working days schedule a meeting with the complainant and shall communicate the results of the review including conclusions reached and disposition of the grievance.
- (e) The Assistant Vice President, Human Resources or their designate shall then further communicate their decision in writing to the complainant within ten (10) working days of the scheduled meeting referred to above.

4. Arbitration

- (a) If the decision of the Assistant Vice President, Human Resources or their designate is not satisfactory or if none is communicated within the time limits referred to above, the grievance may be submitted - within ten (10) working days after the expiry of the time limit set out above for the written communication of the decision of the Assistant Vice President, Human Resources or their designate - by the Union to arbitration as set forth in Article 10 (Grievances and Grievance Arbitration).

5. Time Limits for Processing Harassment Grievance

- (a) No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure outlined above and subject to agreement reached as per clause (b) below.
- (b) Time limits provided for in this Article may be varied or extended by specific written agreement of the parties in any particular proceeding.

6. Representation

- (a) The employee shall have the right to be accompanied by a union representative at all and any meetings they attend. Further, the employee shall have the right to consult with their union representative throughout the processes outlined in this Article.



## 7. Confidentiality

- (a) All University or Union representatives who have access to information, or in possession of documentation pertaining to matters/incidents involving harassment, shall hold such in strict confidence. This shall include refraining from discussions or releasing information in any form, except as required by law or required for the operation of the University. In cases where the University provides the Union representatives(s) with the name(s) of witness(es) interviewed or names of individuals referenced in the interview(s) with witness(es), the Union undertakes not to disclose those name(s) to the member concerned.

## 8. Mediation Dispute Resolution

By mutual agreement, a grievance may be referred to a Dispute Resolution Mediator at any time during the grievance or arbitration process. The parties shall share equally in the costs involved in the appointment of a Dispute Resolution Mediator. The Mediator shall not order a resolution of the grievance but may make recommendations to the parties.

# **ARTICLE 12. ACADEMIC FREEDOM AND INTELLECTUAL PROPERTY**

## ACADEMIC FREEDOM

1. The University and the Union agree that neither party shall interfere with, censor or discipline any Contract Lecturer's academic freedom. Academic freedom does not require neutrality on the part of the individual. Neither does it confer legal immunity nor diminish the obligation of individuals to meet their duties and responsibilities.

Academic freedom includes the freedom:

- (a) to examine, question, teach and learn;
- (b) to disseminate opinions on questions related to one's own academic interests, research and professional activities both within and without the classroom provided that the students' human rights are respected and that within the classroom, this does not interfere with students' opportunity to acquire the knowledge and skills established for the course being taught;
- (c) to pursue one's academic interests and research, creative endeavours and professional activities, subject to the satisfactory performance of all one's University duties;
- (d) to publish and otherwise make public the results of the pursuits noted in (c) above.
- (e) In exercising such freedom, there is a responsibility to adhere to the law and to respect the academic freedom of all others who enjoy academic freedom.

## ARTICLE 12. ACADEMIC FREEDOM AND INTELLECTUAL PROPERTY

### INTELLECTUAL PROPERTY

#### COPYRIGHT

2. Copyright applies to all original scholarly, scientific, literary, dramatic, musical, artistic and recorded works in any material form and also applies to related intellectual property rights in knowhow and data.
3. Original works include but are not limited to: books, texts, articles, monographs, glossaries, bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the Internet, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, choreographic works, performer's performances, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, compact discs, computer programmes, data sets, databases, know how, live video and audio broadcasts, programmed instructional material, drawings, paintings, photographs, sculptures, and other works of art.
4. No Contract Lecturer shall claim any copyright in any assessment, grading, report, or correspondence produced pursuant to their normal administrative duties within the University. Moreover, no Contract Lecturer shall claim copyright in any work provided to the Contract Lecturer to assist him/her in carrying out their duties and modified by the Contract Lecturer such as a laboratory manual or claim copyright in any work produced and designed to assist in the day-to-day administration, operation and/or management of the University's affairs.
5. A Contract Lecturer who creates a copyrighted work in the course of their normal duties and responsibilities as defined by this Agreement shall grant the University a non-exclusive, royalty-free, irrevocable and non-transferable licence to use such works in other, non-commercial teaching and/or SRC activities of the University subject to copyright requirements of academic journals and other vehicles of scholarly publication. This licence shall not apply to a Contract Lecturer's personal documents, including unpublished lecture notes, course notes, lab notes or any work-in-progress. The Contract Lecturer may withdraw the right to use because of dating or other bona fide scholarly reasons provided that the member has provided the University with reasonable notice of the change being sought and has been unsuccessful in effecting such change.

#### COMMISSIONED WORKS

6. In circumstances where the University commissions work with a Contract Lecturer, Article 17 shall apply or the University and the Contract Lecturer may enter into a separate agreement outside the Contract Lecturer's duties and obligations as outlined in Article 17 of the Collective Agreement. Such an agreement and all such commission contracts shall be in writing and shall be copied to the Union. Such agreements shall, at least, address the following matters:
  - (i) definition of the material(s) to be produced;
  - (ii) scheduling and funding of the project;
  - (iii) ownership and use of the material(s);
  - (iv) rights of revision; and
  - (v) definition, distribution and timing of payment.

*ARTICLE 13. APPOINTMENT PROCEDURE POSTING*

**INTELLECTUAL PROPERTY OUTSIDE OF UNIVERSITY OBLIGATIONS**

7. In circumstances where a Contract Lecturer creates intellectual property separate and apart from the Contract Lecturer's duties and obligations pursuant to their appointment with the University under the collective agreement between the University and CUPE, Local 3904, Unit 1, meaning on the Contract Lecturer's own time and using the Contract Lecturer's own resources, the intellectual property so created will remain the property of the Contract Lecturer and the University shall have no claim on such intellectual property.

**ARTICLE 13. APPOINTMENT PROCEDURE POSTING**

1. Work Available for Discharge

- (a) Decisions as to what teaching functions may be available for discharge by Contract Lecturers and all actions incidental to the process of reaching such decisions shall be within the University's discretionary authority.
- (b) Decisions as to whether an individual applicant is to be offered an appointment to an available teaching function and if so which one, and all actions incidental to the process of reaching such decisions shall be within the University's discretionary authority.
- (c) In order to encourage excellence, including the core values of equity, diversity, and inclusion in Contract Lecturer appointments, CLACs shall make efforts to expand the pool of applicants (e.g. through advertisements, distribution to relevant University programs or professional groups, etc.)
- (d) The University will utilize its current established guidelines respecting advertising for its faculty/teaching positions prior to the posting dates in the Collective Agreement.

2. Departmental Posting Responsibilities

- (a) As soon as the Department is able to determine the total volume of teaching functions expected to be available for discharge by Contract Lecturers in the forthcoming semester/academic year (typically no later than the time of submitting preliminary Faculty teaching schedules to Timetabling), the Department shall post the work available for discharge using the University's on-line recruiting application.
- (b) The University through its CLACs may offer available teaching to individuals deemed to have particular skills, knowledge, or experience needed to enhance a particular program. In these instances the provisions of Article 14.10. (A) and (B) respectively (Appointment Procedure - Selection), shall not apply. Such appointments may not exceed fifteen percent (15%) of the volume of work available for discharge in a given semester within a Faculty.

ARTICLE 13. APPOINTMENT PROCEDURE POSTING

Restricted work will be posted on a course or section(s) basis and will not form part of a multi-course package (as outlined in Article 13.3(b)) with unrestricted work. Restricted work is not available for application. Such posting will identify such work as being related to the requirement for particular skills, knowledge and/or experience needed to enhance a particular program. All such decisions and the process leading to and incidental to such decisions are within management's discretion and are not grievable.

- (c) The number of sections posted in a position vacancy may be altered or reduced subsequent to the posting period. Normally, such alteration or reduction will be related to student enrolment or other related factors which may affect the number of sections which are required to be taught.
- (d) The Department shall provide to an applicant with CUPE experience on-line access to a current relative seniority list. In assembling this list, the Department shall include only those Senior Contract Lecturers who have taught in the Department during the past three (3) academic years and new instructors who have taught in the Department in the previous six consecutive academic terms.

3. Work available for discharge shall be posted in the following manner:

- (a) listing of all the individual courses or sections of courses, and/or;
- (b) listing of all packages of courses or sections of courses that are combined by the department to create appointments as defined in Article 16. 1. (Types, Duration and Form of Appointments), and;
- (c) Continuing Education courses and sections falling within the department's academic responsibility (day programme teaching function) which have not been assigned to faculty members regular workloads and which have not been included in the department's packages as per clause 3. (b) above, shall be listed separately from the other teaching functions, for the information of candidates; and
- (d) The University will post multi-term appointments (i.e. Fall and Winter terms), wherever possible and practical. In such postings, the University will confirm the hours associated with the appointment and the actual courses available for discharge will be confirmed in writing no later than two (2) weeks prior to the first day of scheduled classes.

4. Time Limits for Postings

- (a) The postings may be delayed only as a result of unusual circumstances of academic planning or budgetary uncertainties of the University and/or of the Department, if verified by the Dean; and the Union shall be notified of such circumstances.
- (b) Otherwise, such lists shall be issued not later than by November 1 for the Winter semester, March 1 for the Spring/Summer semester and May 30 for the Fall semester (together with the succeeding Winter semester where foreseeable), and shall be posted for a minimum of ten working days.

ARTICLE 13. APPOINTMENT PROCEDURE POSTING

- (c) While each such list shall reflect all foreseeable teaching functions available for discharge by Contract Lecturers as of the date of issue, additional lists may be posted, with a copy to the Union, if additional teaching functions become available at later dates.
- (d) In circumstances where a department is hiring a Faculty member any work which is anticipated to be provided to the Faculty member which otherwise may be posted as CUPE 3904 Unit 1 work shall not be posted until such time as the workload for the Faculty member has been determined. However all other work available for discharge shall be posted as per 4. (b) above.

5. Posting Information

Each posting shall contain:

- (a) date of issue;
- (b) designation of the Department;
- (c) designation of each course to be taught by title and, where possible, by course number;
- (d) description of each course (From Academic Calendar)
- (e) Indication if any of the major duties as outlined in Article 17.2 (a) are required as part of the applicants' responsibilities prior to teaching. Failure to indicate any such requirements in the posting shall mean that the Contract Lecturer shall not be required to carry out any of the major duties as outlined in Article 17.2 (a)
- (f) indication of how many sections of the same course are available for teaching, of the number of semester hours per section;
- (g) The expected student enrolment in each course;
- (h) qualifications required for teaching the course(s);
- (i) any special qualifications desirable;
- (j) proposed work site, if other than Ryerson main campus;
- (k) date by which applications as per Article 14. 9. (Appointment Procedure - Selection) are to be filed with the Department, such date in all cases being ten working days later than the date of issue of the posting (or if such date is a Saturday, a Sunday, or a holiday, then the following working day);
- (l) an explanation of the types of appointments for which the candidate may apply (sessional, reduced workload sessional or part time as defined in Article 16. 1. (Types, Duration and Form of Appointments);
- (m) a statement outlining the candidate's responsibilities when applying for work available for discharge, as per Article 14. 9. (a) to (f) inclusive (Appointment Procedure - Selection);

*ARTICLE 14. APPOINTMENT PROCEDURE – SELECTION*

- (n) a rating scale and weightings for each selection criteria identified in Article 14.4 (a to e inclusive);
- (o) a current relative seniority list.

6. Copies of Postings

- (a) Applicants may elect to receive electronic notification of when postings are available.
- (b) It is the Contract Lecturer's responsibility to ensure that the department has their most current personal email address on file.

**ARTICLE 14. APPOINTMENT PROCEDURE – SELECTION**

1. Contract Lecturer Appointments Committee (CLAC)

- (a) Consideration of all applications for teaching functions shall be undertaken by a Contract Lecturer Appointments Committee. The Committee shall consist of the Chair or the Chair's nominee as Chair of the Committee and of two regular/tenured faculty members of the Department chosen by the Chair. If the Chair considers that, on the basis of the above formula, a regular/tenured faculty member with an adequate background in the academic specialty concerned cannot be obtained, a suitable substitution or addition from amongst the regular/tenured faculty in another department within the Faculty may be made. In choosing such persons the Chair or Chair's nominee shall take into account the University's equity, diversity and inclusion obligations including those concerning, equity policies concerning designated groups. In a brief written report to the Dean, the VP Equity and Community Inclusion, the Union and the VPFA, the Chair of the committee shall explain how the appointments to the committee will serve these goals.

Where appropriate, in large Schools/Departments with ten (10) or more tenure stream faculty members, the Chair can increase the size of the CLAC by one additional appointed member.

The term of office for CLAC members shall be September 1st to August 31st. The Chair of the CLAC shall report the names of the members to the CLAC to the Office of the Vice-Provost, Faculty Affairs by June 15th for the upcoming term of office.

- (b) In Departments where the composition of the CLAC is problematic (i.e. there are insufficient numbers of regular/tenured faculty members, the Union agrees that the Chair of the Department may appoint a probationary faculty member in the Department or a regular/tenured or probationary faculty member in another Department within the Faculty to the CLAC. Limited Term Faculty members are not eligible for appointment to the CLAC.

ARTICLE 14. APPOINTMENT PROCEDURE – SELECTION

- (c) The University shall arrange a workshop(s) to be held each year. If they so wish CLACs may hold joint workshops with other CLACs in the same Faculty. The workshop(s) shall include instruction by the University with regard to the CLAC's applicable legal obligations and applicable duties under the Agreement, and University policies, including the values of equity, diversity and inclusion. Any CLAC member (including those who are appointed from another Department/School within the Faculty) who does not attend the workshop(s) shall not be eligible, for the period until the next annual workshop(s), to be a member of a CLAC, except that where a member who missed their workshop(s) provides a reasonable explanation for their absence to their Chair/Director (or where it is the Chair/Director of the Department who is concerned, to the Dean), or should any member need to be replaced for any reason, this member and/or any replacement person shall attend a special workshop(s), under the conditions outlined in this paragraph. Such persons as referred to in the previous sentence may attend an CLAC workshop(s) of another department in the same Faculty, where such is available and where the chair of the proposed host CLAC has no objection.
- (d) The Office of the Vice-Provost, Faculty Affairs shall provide the local Union with a list of the composition of each CLAC and shall verify that each member has completed the workshops reference in 14. 1 () above.
- (e) The Union may, if it so wishes, appoint one of the members of the Bargaining Unit to be present, as a Union representative to observe the process, at the decision meeting(s) of the Committee, the date, the time and place of which shall be communicated to the Union no later than five (5) working days prior to the expiry date of the posting.
- (f) Members of the bargaining unit who are appointed to attend meetings of the CLAC shall be governed by the same guidelines and principles as Committee Members as outlined in the "Rights and Obligations of Ryerson University Committee Members." (Appendix VII)
- (g) In determining eligibility for new appointments, the Contract Lecturer Appointment Committee shall consider current qualifications in relation to the work available for discharge, and the quality of the applicants work in previous appointments , if applicable, as per Article 17, 18, and 27. Applicants who held a previous appointment with the University and who are judged to be unsatisfactory performers by a process which includes student evaluation, among other criteria, shall not be offered new appointments.

2. Duties of Contract Lecturer Appointment Committee (CLAC) Members

- (a) For clarity, the responsibilities for members of the CLAC, shall include, but are not limited to, the following:
  - (i) Duties with respect to the CLAC's composition:
    - appoint a person from among its members to act as the Chair of the CLAC at its first meeting held in the Fall semester, in the event that the Chair/Director of the Department/School does not assume this role.

ARTICLE 14. APPOINTMENT PROCEDURE – SELECTION

(ii) Duties with respect to the appointment posting and selection process:

CLAC members are required to adhere to the University's hiring and equity policies, academic hiring guidelines and any other protocols which may exist. Further, posting and selection responsibilities for members of the CLAC, shall include, but are not limited to, the following:

- post the work available for discharge as outlined in Articles 13. 2. and 13. 3. of the Collective Agreement. Such posting includes, but is not limited to, posting separately from other teaching functions, for the information of candidates only, Continuing Education courses and sections falling within the department's academic responsibility (day programme teaching function) which have not been assigned to faculty members regular workloads and which have not been included in the department's packages as per Article 13. 3. (b);
- adhere to the posting time limits as outlined in Article 13. 4. of the Collective Agreement;
- ensure that the posting contains all relevant information as outlined in Article 13. 5. of the Collective Agreement;
- ensure that copies of the postings are issued in accordance with the procedures outlined in Article 13.6;
- develop rating scale for the criteria identified in Article 14. 4. of the Collective Agreement prior to considering all applicable applications;
- make a recommendation to the Dean regarding the hiring decision(s).
- Keep copies of all evaluation forms or rating sheets consistent with the University's record retention schedule which currently is established at two (2) years.
- Upon request provide copies of evaluation forms and rating sheets to the Union within five (5) working days. Extension requests to the five (5) day working timeline shall not be unreasonably denied by the Union.

(iii) Duties with respect to assessments/reviews:

- conduct teaching assessments in accordance with Article 18 of the Collective Agreement

Duties of the Chair of the CLAC

(b) For clarity, duties of the Chair of the CLAC, shall include, but are not limited to the following:

- ensure that the duties outlined in ii) above are carried out on a timely basis;
- prepare brief written report regarding appointments to the committee as outlined in Article 14.1(a);



## ARTICLE 14. APPOINTMENT PROCEDURE – SELECTION

- prepare a letter, should the appropriate teaching assessments outlined in Article 18 not be done, stating that the Contract Lecturer is deemed as having been satisfactorily assessed;
- provide copies of the assessment or letter (as stated immediately above) to the Contract Lecturer, the Contract Lecturer's Service Record File, appropriate Chair, Dean, and President of the Union;
- ensure that priority of consideration status and experience credits are calculated as outlined in Appendix VI (Establishing and Maintaining Priority of Consideration Status and Seniority Credits for Senior Contract Lecturers);
- ensure that the Contract Lecturer's service record file contains a sheet recording on a running basis of experience credits as defined in Article 15 – Seniority (for Contract Lecturers) or Appendix VI (Establishing and Maintaining Priority of Consideration Status and Seniority Credits for Senior Contract Lecturers) and the actual number of semesters taught by type of appointment subject to the provisions of Article 21;
- communicate, in writing, currency requirements to appropriate Contract Lecturers.

### Training for CLAC members

- (c) The Office of the Vice-Provost, Faculty Affairs shall provide the local Union with a list (in digital format) outlining:
- Names of the CLAC members for each department
  - The name of the CLAC Chair in each department
  - Verification that each member has completed the requisite workshop
- (d) The University shall arrange a workshop(s) to be held each year.
- (e) The workshop(s) shall include instruction by the University with regard to CLAC's applicable legal obligations and applicable duties under the Agreement, and University policies, including equity. Any CLAC member who does not attend the workshop(s) shall not be eligible for the period until the next annual workshop (s), to be a member of a CLAC, except that where a member who missed their workshop(s) provides a reasonable explanation for their absence to their Chair (or where it is the Chair of the Department who is concerned, to the Dean), or should any member need to be replaced for any reason, this member and/or any replacement person shall attend a special workshop(s), under the conditions outlined in this paragraph.

### 3. Attendance at CLAC Meetings

- (a) The Dean, Chair of the CLAC or Union may also request the presence of a Human Resources Consultant to be present and to assist the Committee in the recruitment, selection and appointment process. Such requests shall not be unreasonably denied.
- (b) As soon as possible (normally within six (6) working days) after the date by which applications were due, the CLAC shall convene to consider all applications received.

*ARTICLE 14. APPOINTMENT PROCEDURE – SELECTION*

- (c) The Union may, if it so wishes, appoint one of the members of the Bargaining Unit to be present at the meetings of the Committee. The CLAC shall provide the Union with at least five (5) working days' notice of the date and time of such meeting.
- (d) members of the bargaining unit who are appointed to attend meetings of the CLAC shall be governed by the same guidelines and principles as Committee Members as outlined in the "Rights and Obligations of Ryerson University Committee Members" (Appendix VII).

4. Selection Criteria

In order to be considered for an appointment, the candidate must possess the qualifications outlined in the posting. The CLAC shall evaluate applicants who meet these qualifications using the following criteria:

(a) Education

- the level of relevant academic degrees including credentials and professional designations, as applicable; and/or degrees typically held by a teacher in that discipline/profession in the university sector;

(b) Experience

- the extent and variety of relevant work and/or community experience in the professional field or discipline
- The extent of University teaching experience
- Previous experience teaching the same or an equivalent course at Ryerson, or an equivalent course at another University

(c) Currency

- demonstrated evidence of having maintained up-to-date knowledge (including practice skills, where appropriate) in their specific field/discipline.

And/or

Demonstrated evidence of having maintained academic currency in the specific field/discipline relevant to the course (s) for which the candidate has applied which may include publication in a peer reviewed journal, presentation or attendance at relevant academic conferences

Attendance/participation in teaching related conferences (e.g. Ryerson Learning and Teaching Conference), workshops, seminars, etc.

(d) Teaching Skills

- Ability to teach effectively which may include such tools as Contract Lecturer Assessment forms and Faculty Course Survey results or equivalent documentation;

## ARTICLE 14. APPOINTMENT PROCEDURE – SELECTION

### (e) Interactive Skills

- Demonstrated ability to interact effectively with colleagues and students; ability to work effectively in groups; ability to resolve conflicts constructively; ability to carry out the duties and obligations of a Contract Lecturer in a respectful manner; ability to empathize with others and consider varied perspectives.

### 5. Rating Scale

- (a) The CLAC will develop a rating scale for the criteria identified in paragraph 4, above. The CLAC may, if it so wishes, assign more points to some categories than to others.
- (b) It is anticipated that the weights for each criterion shall remain reasonably stable within a given academic year, unless the course curriculum, course outline or mode of delivery has been revised.
- (c) The rating scale shall be developed by the CLAC prior to the CLAC considering all applicable applications. The rating scale shall be included in the position vacancy. A copy of such scale shall be provided to the Union prior to the meeting at which the CLAC considers the applications and renders its recommendation for appointment.

### 6. Use of Seniority in the Hiring Process

- (a) Where the University fills the position, using the criteria described in paragraph 4, above, and where these criteria are, as between or amongst applicants, deemed relatively equal by the CLAC, then the accumulated experience credits (seniority) shall be the determining factor. In cases where the seniority (experience) credits of a Contract Lecturer has lapsed as outlined in Article 15.7., the Contract Lecturer will have no accumulated seniority (experience) points that will be considered in the University's hiring decision.

### 7. Underfill Options

- (a) Notwithstanding the above, where no applicant for a position has the prerequisite qualifications outlined in the postings, the CLAC may consider applicants with lesser qualifications against underfill criteria established by the CLAC. The development and establishment of underfill criteria shall not be interpreted as ongoing requisite qualifications for the posted position in future postings.
- (b) In such circumstances as described in clause 7. (a) immediately above, where the CLAC establishes underfill criteria and recommends for appointment an applicant with lesser qualifications, the CLAC will utilize the same process outlined in clauses 2., 4. and 5. above. It is understood and agreed that an applicant who has been offered a position for which they do not have the prerequisite qualifications (hired on an underfill basis), shall have no expectation or right to be reappointed on an underfill in future postings.

### 8. Contract Lecturer Appointments Committee Recommendation

- (a) The recommendation of the Contract Lecturer Appointments Committee shall be transmitted to the Dean concerned for the hiring decision.

ARTICLE 14. APPOINTMENT PROCEDURE – SELECTION

- (b) The Dean shall review the recommendation of the CLAC and render the hiring decision. Should the Dean not approve the recommendation of the CLAC, the Dean shall provide, in writing, the rationale for their decision to the CLAC, with a copy to the Union. Such decision shall be communicated forthwith to the CLAC.
- (c) The CLAC shall notify all non-successful candidates within two weeks of the successful candidate accepting the offer of employment.
- (d) At the conclusion of the annual hiring cycle, the CLAC will draft a brief report explaining how equity, diversity and inclusion obligations were addressed in the recruitment and selection process. The report will be shared with the Dean, the VP ECI, the Union and the Vice-Provost, Faculty Affairs.
- (e) Restrictions on Applying for Posted Work

The following restrictions apply to applicants applying for work available for discharge:

- (i) packages as defined in Article 13. 3. (b) (Appointment Procedure - Posting) shall remain intact;
- (ii) applicants in the Contract Lecturer Track without Priority of Consideration status as defined in Article 15 – Seniority - may accept Continuing Education contracts on the following conditions:
  - (A) shall be separate and distinct from CUPE, Local 3904, Unit 1 appointments;
  - (B) shall be governed by Continuing Education terms and conditions of employment as set out in the applicable collective agreement; and,
  - (C) cannot be combined with existing CUPE appointments Local 3904, Unit 1.
- (iii) Notwithstanding Article 14. 8. (b) immediately above, Contract Lecturers in the Contract Lecturer Track without Priority of Consideration (as defined in Article 15) who have nine (9) seniority (experience) points or more, and who apply for Continuing Education courses posted for information in accordance with clause 3. (c) of Article 13 (Appointment Procedures - Posting), and mentioned by the applicant in clause 14. 9. below and are successful in obtaining such a course, shall be paid for said course at their prevailing CUPE, Local 3904 Unit 1 salary rates. No more than one (1) course per semester may be combined in this manner, and such combination shall apply solely and exclusively for salary purposes.

9. Applicant Responsibilities

Applicants applying for work available for discharge shall:

- (a) apply through the University's on-line recruitment tool
- (b) indicate their preference regarding type of appointment as per Article 13. 5. (I) (Appointment Procedure - Posting), the courses or number of sections of the same course and/or package, and all the courses the candidate considers himself/herself qualified to teach.

ARTICLE 14. APPOINTMENT PROCEDURE – SELECTION

- (c) The applicant, through the University's on-line recruitment tool, will attach an updated resume and/or academic qualifications and any other relevant information concerning their candidacy. Such information will also include the applicant's current e-mail address.
  - (d) A Senior Contract Lecturer applicant as defined in Appendix VI (Establishing and Maintaining Priority of Consideration Status and Seniority Credits for Senior Contract Lecturers) and Contract Lecturers in the Contract Lecturer Track without Priority of Consideration (as defined in Article 15) who have nine (9) seniority (experience) points or more, may indicate in their application which of the Continuing Education courses and sections posted for information, as per Article 13. 3. (c) (Appointment Procedure - Posting), they would prefer should the volume of teaching applied for not be available from the teaching functions available for discharge. Contract Lecturers in the Contract Lecturer Track without Priority of Consideration (as defined in Article 15) who have nine (9) seniority (experience) points or more shall be subject to Article 14. 8. (e) above when applying for Continuing Education courses and sections posted for information.
  - (e) Through the University's on-line recruitment tool, the applicant is responsible for maintaining and up-to-date email address to which the letter of appointment should be sent and a statement of any periods during which the applicant cannot be contacted.
  - (f) Successful applicants shall be required as a condition of employment to validate their academic qualifications through the provision of original transcript(s) no later than six (6) weeks from the date of the original appointment.
  - (g) This requirement applies only in respect of the original and/or (first) appointment as a Contract Lecturer with the University. In the event of any subsequent appointment(s), this requirement shall be waived.
  - (h) In the event that a Contract Lecturer attains an enhanced academic credential the requirement and provisions of clause (f) above shall apply.
10. Order of Consideration of Applicants - Part A
- A. Contract Lecturers in the Senior Contract Lecturer Track
- (a) Contract Lecturer Appointments Committee shall recommend the offering to the applicant who has priority of consideration as per Appendix VI (Establishing and Maintaining Priority of Consideration Status and Seniority Credits for Senior Contract Lecturers) with the greatest experience credits as established pursuant to Appendix VI (Establishing and Maintaining Priority of Consideration Status and Seniority Credits for Senior Contract Lecturers), 4., the number and kind of courses and the type of appointment the applicant has indicated pursuant to clause 9. above as their preference, unless the applicant is determined by the Contract Lecturer Appointments Committee not to be qualified.

ARTICLE 14. APPOINTMENT PROCEDURE – SELECTION

- (b) If the applicant is not considered qualified the Contract Lecturer Appointments Committee shall recommend offering the same number of other courses and the same type of appointment, or if they are not considered qualified for such an alternative appointment, a different type of appointment consisting of available courses for which the Contract Lecturer Appointments Committee considers the applicant qualified in accordance with the posting provisions of Article 13. 5. (Appointment Procedure - Posting).
- (c) This procedure shall be continued for each applicant in order of experience credits until either all applicants with experience credits (priority of consideration) as defined in Appendix VI (Establishing and Maintaining Priority of Consideration Status and Seniority Credits for Senior Contract Lecturers) have been considered or the courses or sections of the same course in the listing have all been assigned.
- (d) If, however, an applicant being considered in accordance with this paragraph does not obtain the number and kind of courses indicated pursuant to clause 8. above because all courses in the Department's required combinations which the candidate is considered qualified to teach have been assigned, the Contract Lecturer Appointments Committee shall recommend the requisite number and kind of courses from among the Continuing Education courses posted for information in accordance with clause 3. (c) of Article 13 (Appointment Procedure - Posting) and mentioned by the applicant in accordance with clause 9. above, unless the applicant is determined by the Contract Lecturer Appointments Committee not to be qualified to teach such Continuing Education Courses.
- (e) In the procedure outlined above, the paramount consideration shall be to allot to all qualified applicants in order of the amount of their experience the number of courses desired within the restrictions of the types of appointment applied for.
- (f) Where a school/department has specific currency requirements with respect to a course(s) taught by a Contract Lecturer in the priority pool, the Chair of the CLAC shall communicate those currency requirements, in writing, to the Contract Lecturer concerned. The Contract Lecturer will have one semester in which to take appropriate measures to meet the currency requirements. Failure to meet the currency requirements within the specific period of time, shall constitute just cause for non reappointment in subsequent postings, should the work be available for discharge and should the Contract Lecturer apply for such work.

Order of Consideration of Applicants – Part B

B. Contract Lecturer Track Applicants and External Applicants

- (a) If there are posted teaching functions unfilled following the procedure of clause 10. A. above, the Contract Lecturer Appointments Committee shall fill such residual courses pursuant to Article 13. 1. and in accordance with clauses 2., 4., 5., 6. and 7. above.

- (b) In response to applicable recruitment methods, applicants previously found unqualified may again submit their applications but their experience shall be ignored at that stage of the competition. These applicants shall be considered with and as if they were external applicants who responded to the applicable recruitment methods.
- (c) If, at this stage of the competition, the Contract Lecturer Appointments Committee decides to recommend the appointment of a Senior Contract Lecturer as defined in Appendix VI (Establishing and Maintaining Priority of Consideration Status and Seniority Credits for Senior Contract Lecturers) to teach courses and sections from among those listed in the Department's required combinations but still available for discharge, the provisions concerning Continuing Education courses referred to in clause 10. A. (a) above shall not apply in such an appointment.

C. Appointment Procedure – Emergency – Part C

- (a) An emergency appointment may be made under the provisions of this Article when new work (i.e. work becomes available due to unforeseen circumstances and has not been previously posted) becomes available for discharge and there is less than three (3) weeks to commencement of teaching.
- (b) For any unforeseen circumstances where a Faculty member is not available to discharge their teaching duties and the department determines that such work is available for discharge to Contract Lecturers the department shall fill such work in an appropriate manner. Wherever possible this will include the department first approaching a Contract Lecturer with the requisite qualifications who does not have a Full Sessional Appointment.
- (c) When the situation described in clause (a) above occurs, the following modifications of the provisions of Articles 13 (Appointment Procedure - Posting) and 14 (Appointment Procedure - Selection) shall prevail:
  - (i) the ten (10) day period foreseen in Article 13. 4. (Appointment Procedure - Posting) may be reduced, but to no less than two (2) working days;
  - (ii) the Department shall post such new work in a central location. Contract Lecturers with priority of consideration - except those who already have a sessional appointment for the semester in which the teaching function being offered is to be performed, shall be considered;
  - (iii) notwithstanding 10. C.(c) (ii) above outside advertising and any other outside direct recruitment may be undertaken simultaneously with or at any time after the posting;
  - (iv) if, following the recommendation of the Contract Lecturer Appointments Committee and following consultation with the President of the Union, the Dean decides to appoint an applicant, exchanges between the Dean and the President of the Union may be oral, and, if need be, by telephone.

## **ARTICLE 15. SENIORITY**

1. This Appendix applies to all Contract Lecturers hired after August 15, 1993 and who are, therefore, ineligible to acquire priority of consideration (as outlined in Appendix VI) and Contract Lecturers who do not acquire and/or maintain priority of consideration as envisaged in Appendix VI shall permanently lose their priority of consideration and seniority credits as per 2. below.
2. The amount of seniority (experience) credits of each applicant in the Contract Lecturer Track shall be calculated by the Chair/Director and confirmed by the Contract Lecturer Appointments Committee as follows: for Departmental teaching appointments commencing on or after August 16, 1993:
  - (i) 1/3 unit of seniority (experience) credit per semester of part-time hourly appointment;
  - (ii) 1/2 unit of seniority (experience) credit per semester of full or reduced workload sessional appointment;provided that the total seniority (experience) credits shall not exceed one (1) one and one-half (1½) seniority points for any single academic year.
3. Contract Lecturers may be granted seniority (experience) credits as defined in clause 2. above after completing three semesters of teaching within a thirty (30) month period based on satisfactory review of performance by the CLAC and subject to the Dean's approval.
4. Contract Lecturers who were hired before August 16, 1993 and who lose their priority of consideration status during the term of this Collective Agreement, they will be granted seniority (experience) credits as defined in clause 2. above for the next hiring appointment process (after losing their priority).
5. Seniority (experience) credits in clauses 2. above, will be calculated from the first date of hire. Seniority will be used in subsequent hiring decision pursuant to the posting provisions of this collective Agreement. Furthermore, such seniority credits shall be used solely and exclusively for selection decisions pursuant to Article 14 of the Collective Agreement.
6. Seniority (experience) credits shall only accrue during periods of active employment with the University.
7. Seniority (experience) credits shall lapse automatically and are not redeemable after a period of six consecutive terms during which time there is no employment relationship with the University, as a Contract Lecturer with the University. In cases where Contract Lecturers are successful in obtaining an appointment after the lapsing of their seniority (experience) credits, they will be considered a new hire for the purposes of Article 15, Seniority, Article 18, Teaching Assessments, and Article 21, Salaries.

Should a Contract Lecturer choose to take political leave (as outlined in Article 23.11), no seniority (experience) credits shall accrue during the period of non-employment with the University, however, upon application and appointment to a posted vacancy in the bargaining unit, the Contract Lecturer shall be credited with the seniority (experience) credits they had on the official record prior to the political leave for a maximum of forty-eight (48) consecutive



**ARTICLE 15. SENIORITY**

months. After forty-eight consecutive months the Contract Lecturer's seniority (experience) credits shall lapse automatically and are not redeemable.

8. Seniority (experience) credits calculated according to clauses 2. to 7. above shall incorporate the semester hour equivalent of:
- (i) work undertaken in accordance with the provisions of Article 17. 2. (Duties and Obligations); and,
  - (ii) seniority (experience) credits arising from a maternity leave according to the provisions of Article 23. 5.(g) (Leaves); and,
  - (iii) seniority (experience) credits arising from disability leave according to the provisions of the disability benefit envisioned in Article 22 (Benefits) and;
  - (iv) seniority (experience) credits arising from a parental leave according to the provisions of Article 23. 7 (Leaves).
9. In the event that a school or department within a Faculty merges, amalgamates, or separates, a Contract Lecturer's seniority shall be carried with her/him into the appropriate new school or department.

A Contract Lecturer's seniority accrued in their home department, will be applied in the same manner and consistent with the provisions of this collective agreement in circumstances where the Contract Lecturer applies for an "interdisciplinary" or "cross-appointment vacancies" posted vacancy

**Educational Upgrade**

10. A Contract Lecturer upon completion of six (6) academic semesters of teaching, who elects to upgrade their educational qualifications, may do so subject to the following restrictions:
- educational upgrading must be relevant to the academic needs of the department/faculty;
  - the Contract Lecturer must show proof of registration and successful completion of upgrading or proof of progress at the end of each semester;

In these circumstances, no seniority (experience) credits shall accrue during the period of non-employment with the University, however, upon application and appointment to a posted vacancy in the bargaining unit, the Contract Lecturer shall be credited with the seniority (experience) credits they had on the official record prior to the educational upgrading for a maximum of five (5) years from the date educational upgrading was undertaken by the Contract Lecturer. After five (5) years the Contract Lecturer's seniority (experience) credits shall lapse as per clause 7. above.

11. **Contract Lecturer Seniority Sheet**

The Chair shall ensure that the Contract Lecturer's Service Record File contains a sheet recording on a running basis:

*ARTICLE 16. TYPES, DURATION AND FORM OF APPOINTMENTS*

- (a) for the purpose of calculating experience, seniority credits as defined in Article 15 Seniority and Appendix VI, Establishing and Maintaining Priority of Consideration Status and Seniority Credits for Senior Contract Lecturers.

**ARTICLE 16. TYPES, DURATION AND FORM OF APPOINTMENTS**

Types of Appointments

1. The following types of appointments shall be offered to Contract Lecturers:

- (a) a full workload sessional appointment, normally for thirty (30) total semester hours over two (2) successive semesters;
- (b) a full workload half sessional appointment, normally for fifteen (15) semester hours in any one (1) semester;
- (c) a reduced workload sessional appointment, for at least nine (9) but less than fifteen (15) semester hours in each of two (2) successive semesters;
- (d) a reduced workload half sessional appointment, for at least nine (9) but less than fifteen (15) semester hours in any one (1) semester;
- (e) a part time hourly appointment/two (2) semesters, for less than nine (9) semester hours in each of two (2) successive semesters;
- (f) a part time hourly appointment/one (1) semester, for less than nine (9) semester hours in any one (1) semester;
- (g) a multi-term appointment consisting of any appointment type listed in 1. (a) to (f) above for more than one (1) academic year.

Duration of Appointments

2. The duration of appointments normally shall be for the following periods:

- (a) August 16 to June 15 for both full and reduced-workload sessional appointments;
- (b) August 16 to January 15, or December 16 to May 15 for both full and reduced-workload half-sessional appointments; however, a half-sessional appointment for the Winter semester, immediately following a half-sessional appointment for the Fall semester, shall be for the period January 16 to June 15;
- (c) August 23 to May 8 for two (2)-semester part-time appointments;
- (d) August 23 to December 31, or January 1 to May 8 for one (1)-semester part-time appointments.

ARTICLE 16. TYPES, DURATION AND FORM OF APPOINTMENTS

- (e) Where a Contract Lecturer is offered and accepts an appointment which has the effect of changing the original appointment from a part-time appointment to a sessional appointment, the University will back date such appointments. Adjustments relative to the total remuneration shall be effected the next scheduled pay period following notification to the Human Resources Department of the change in appointment type.
  - (f) Benefits entitlements which may accrue to the Contract Lecturer as a result of a change in appointment type shall be back dated effective to the appropriate contract start date and shall lapse as per the applicable provisions pursuant to Article 22 (Benefits). Contract Lecturers shall continue to receive the 2.50% compensation-in-lieu of benefits until they are enrolled into the applicable benefits program. As a result of the back dating of benefit entitlements for such contracts the Contract Lecturer shall be required to reimburse the University the amount they received for 2.50% compensation-in-lieu of benefits. Such amount shall be deducted from subsequent pay cheque(s) either in one lump sum payment or in four (4) equal installments, at the Contract Lecturer's option. Effective August 16, 2018, Contract Lecturers will receive 3.0% compensation-in-lieu of benefits.
3. The total period of all appointments shall be deemed to include:
- (a) periods of preparation or review of courses before the period of instruction starts, during study week or other interruptions in instruction, and/or during Christmas break [about ten (10) weeks in total for sessional appointments and about four (4) weeks in total for two (2)-semester part-time appointments];
  - (b) periods of instruction, student counselling, and student evaluation [about fifteen (15) weeks per semester];
  - (c) periods of paid vacation mutually agreeable to the Contract Lecturer and the Chair [about four (4) weeks in total for sessional appointments and about two (2) weeks in total for two (2)-semester part-time appointments];
- Vacation leave for Contract Lecturers with sessional appointments shall normally be scheduled in the first and last two (2) week period of the appointment. Vacation leave for Contract Lecturers with part-time appointments shall normally be scheduled in the first and last week period of the appointment.
- (d) for appointments of shorter total duration than anticipated in (a) through (c) above, those component periods in proportion.
4. Notwithstanding the provisions of clauses 2. and 3. above, sessional and half sessional appointments may, if necessary, start and terminate at different dates, provided that their total length shall not exceed the periods appropriate for each implied in clauses 2. and 3. above.
5. Notwithstanding the above, appointments may be made in the Spring/Summer term for a period appropriate to the duration of the teaching term relative to Fall or Winter terms.

*ARTICLE 16. TYPES, DURATION AND FORM OF APPOINTMENTS*

6. For reasons of unforeseeable academic necessity, a sessional, half sessional or part time hourly appointment may be of shorter duration than specified or implied in clauses 2. through 5. above; however, the salary for such an appointment shall be prorated to the appropriate salary level as specified in Article 21 (Salaries). The Union shall be informed as to the specific reasons for such an appointment.
7. Each appointment shall expire on its terminal date automatically and without notice. Any further appointment of the same Contract Lecturer, even one following immediately upon a previous one, shall constitute a new separate appointment, not a renewal or extension of a previous one. The parties recognize that, regardless of the cumulative length of or the number of successive appointments which may be made of the same Contract Lecturer, there is neither expectancy of continuity beyond the term of the current appointment, except to the extent foreseen in other Articles of this Collective Agreement nor of transfer to probationary faculty.

Letters of Appointment

8. All appointments shall be by letter of appointment and stipulate:
  - (a) the type of appointment;
  - (b) the period of appointment, and the number of semester hours to be taught;
  - (c) the Department to which the Contract Lecturer is assigned;
  - (d) the salary to be paid, and that the salary level is a function of clauses 5., 6., 7., 8., and 9., as applicable, of Article 21 (Salaries);
  - (e) and that this Agreement, constitutes an integral part of the contractual relationship between the Contract Lecturer and the University established by the letter of appointment;
  - (f) and the date on which the offer shall lapse if its written acceptance is not by then received by the University; such date shall be three (3) weeks following the date of the offer, but if such date is later than the effective date of the appointment, the Contract Lecturer should try to provide a more prompt response.
  - (g) The Dean's offer of appointment package, to a first time appointee, shall include a copy of the current collective agreement. Subsequent offers of appointment, if applicable, shall not include a copy of the Collective Agreement. Contract Lecturers may obtain a copy of the Collective Agreement either from the Union office or from the Human Resources Department.
9. The letter of appointment shall be provided to the applicant through the University's on-line recruitment tool pursuant to provisions of Article 14. 8.(b) (Appointment Procedure – Selection).

ARTICLE 17. DUTIES AND OBLIGATIONS

10. As soon as possible following receipt of the Contract Lecturer's formal acceptance of an offer of appointment, the Contract Lecturer shall have made available course outlines or equivalent instructional information, access to those Library and Departmental supplies, services and equipment normally available to Faculty and, at least for Contract Lecturers with sessional appointments, an assignment of office space and furnishings that, within the facilities available to the Department, are reasonably within the range of Departmental space patterns.

**ARTICLE 17. DUTIES AND OBLIGATIONS**

Duties

1. The duties of Contract Lecturers shall be:
  - (a) to prepare for the courses they are to teach in accordance with the course outline as determined by the Department/School or the program's curriculum committee;
  - (b) to teach the courses assigned to them according to a prescribed curriculum and by prescribed methods;
  - (c) to evaluate the work of students taking their courses;
  - (d) to counsel such students;
  - (e) to participate in departmental course review and planning activities;
  - (f) to perform such other functions as are customarily performed by academic personnel and as may be assigned to them by the Chair, with due regard to the ratio of such assignments to the total teaching function to which they are appointed; such functions include examination invigilation and participation in departmental meetings and committees.

Obligations

- (g) to maintain currency in their discipline/field/profession relevant to the course(s) they teach and Contract Lecturers with priority of consideration shall be subject to Article 14. 10. A. (f) (Appointment Procedure - Selection).
- (h) to submit to the chair of the department, a brief report of activities undertaken to maintain currency by completing the University's approved form. Such submission shall include the student evaluations for the last academic year conducted according to the procedures outlined in the Faculty/Course Evaluation procedures and shall be required once every academic year (i.e. at the conclusion of their appointment) as follows:

Type of Appointment		Submission Date
Fall term	Winter term	
August 16 to June 15 – full or reduced sessional		June 1st

ARTICLE 17. DUTIES AND OBLIGATIONS

Type of Appointment		Submission Date
Fall term	Winter term	
August 16 to January 15 – Fall full or reduced half sessional and then obtains a consecutive full or reduced half sessional appointment in the Winter term	January 16 to June 15 – full or reduced half sessional	June 1st
August 16 to January 15 – full or reduced half sessional		January 15th
	December 16 to May 15 – full or reduced half sessional	May 15th
August 23 to December 31- part-time		January 15th
	January 1 to May 8 – part-time	May 15th
August 23 to May 8 – part-time		May 15th
August 23 to Dec 31 – part-time and then obtains a consecutive full or reduced half sessional appointment in the Winter term	December 16th to May 15th – full or reduced half sessional	May 15th

In cases where the submission deadline is beyond the terminal date of the Contract Lecturer’s appointment, this shall not be an activity that requires compensation as outlined in Article 21.13 of the Collective Agreement.

Further, the University shall release to Contract Lecturers the results of the student evaluations for each semester according to the procedures outlined in the Faculty/Course Evaluation procedures and to the Contract Lecturer’s Chair/Director immediately after the applicable submission deadline noted above.

- (i) to attend any mandatory Faculty specific Contract Lecturer orientation sessions. The sessions will be related to Contract Lecturers’ discharge of their duties and responsibilities and will address issues such as course management policies and practices, how to address grade appeals and issues related to academic integrity, etc. The Dean of each Faculty will provide the Union with a copy of the agenda for their respective Faculty’s orientation session. Such mandatory orientation sessions will be held during the term of Contract Lecturers’ appointments.
- (j) to invigilate an exam(s) on a Saturday or a Sunday where the operations of the University so require. The Chair/Director will make decisions regarding the assignment of a Contract Lecturer(s) required to invigilate an exam(s) on a Saturday or Sunday.

The University will advise Contract Lecturer(s) of the required assignment to invigilate an exam(s) on a Saturday or Sunday as far in advance as practicable.

- (k) to access and maintain a University email account on a regular basis. This email account will be used to officially communicate with Contract Lecturers students and to receive official University information, notices and other related material.
- (l) attend punctually their assigned classes, and to be adequately prepared for each one.

## ARTICLE 17. DUTIES AND OBLIGATIONS

- (m) inform the Department of anticipated inability to meet a class, and to do so as defined by the School/Department in good time so as to enable the Department to either arrange for a substitute or to cancel the class.
- (n) Inform students, at the beginning of the instruction period during which they are employed where and when the Contract Lecturer shall be available for counselling students.

### Non-Required and Non-Compensated Activities of Contract Lecturers

- 2. (a) Contract Lecturers shall not be required to perform major duties additional to those specified in clause 1. above, such as: work on programme, curriculum, and teaching methods design; design of a new course or a major revision of an existing one; external liaison on behalf of the University; undertaking of a major research project; course coordination and supervision (e.g. course coordination of multiple sections); participation in University-wide committees; and any other similar major academic task.
- (b) Notwithstanding the above, where the University defines a need for a Contract Lecturer to undertake such an academic task beyond the functions foreseen in clause 1 above, the University may offer a Contract Lecturer such a task. When the offer is made, the task will be defined in terms of the number of semester hour equivalents of time it requires (except for course development activities which will be paid as a flat rate as outlined in Article 21 – Salaries) and the teaching maxima with respect to semester hours shall not apply.
- (c) Should the Contract Lecturer accept, they shall be compensated through extra payment for those semester hours at the rates defined in Article 21 (Salaries).

### Replacement Teaching Appointments

- (d) In cases where a Contract Lecturer is employed to replace another Contract Lecturer for less than the total appointment period as outlined in Article 16.1 and 16.2, the formula for calculating the replacement Contract Lecturer's compensation is as outlined in Article 21.12.

### Compensation for Activities which fall outside the Appointment Period

- (e) Contract Lecturers may, from time to time, be required to participate in and/or complete specific activities related to their duties as a Contract Lecturer, which have been scheduled beyond the terminal date of their appointment (e.g. attending departmental meetings, planning meetings, participation in student appeals, etc.). In such circumstances, the Chair/Director and the Contract Lecturer shall agree on the type of participation required and the amount of time needed to complete such activity(ies). Such agreement shall be confirmed by the Chair/Director in writing and the Contract Lecturer shall be paid in accordance with Article 21.13.

### Statutory Holidays

- 3. Contract Lecturers shall not be required to attend at the University during statutory holidays, except where inevitable academic exigencies so demand.

ARTICLE 17. DUTIES AND OBLIGATIONS

4. Class Size and Teaching Delivery

- (a) The teaching workload assigned by the Chair to Contract Lecturers on all full workload appointments shall consist normally of fifteen (15) semester hours in any one (1) semester or thirty (30) semester hours in any two (2) consecutive semesters, provided that the average section sizes listed below are not exceeded except as envisaged below as at the official count date.

Sections	Average Section Size
1	60
2	55
3 or more	50* *To a total of 250 students

- (b) Notwithstanding the above section size (class), a Contract Lecturer may be assigned up to an additional 33 students per section.
- (c) The Contract Lecturer and the Chair/Director may mutually agree to increase the additional thirty-three (33) students per section as articulated in (b) immediately above. Should there be no agreement to increase this number there will be no penalty or reprisal as a result of non-agreement.
- (d) In cases where the average section size is exceeded as outlined in (b) or (c) immediately above, as of the official count date, there are two scenarios of support for extra students depending on whether Teaching/Graduate Assistant (TA/GA) support is academically required to deliver the courses/sections.

Scenario #1: In cases where TA/GA support is not academically required to deliver the courses/sections, as of the official count date, the following choices are available to the Contract Lecturer:

- (i) The Contract Lecturer can elect to be compensated for the total number of students over the aggregate amount at the rate of \$80.00 per student for the first 33 extra students and at the rate of \$90.00 per student for each additional student beyond the 33 students per section; or
- (ii) The Contract Lecturer may, if they desire, to give up the compensation and to elect instead that appropriate TA/GA support be provided; or
- (iii) Subject to mutual agreement between the Contract Lecturer and the Chair/Director, if the Contract Lecturer has elected payment as per (i) immediately above, a portion of these funds may be allocated to the Department/School to hire TA/GA support for the Contract Lecturer.

Scenario #2: In cases where TA/GA support is academically required to deliver the course(s)/section(s), the Contract Lecturer will be provided appropriate TA/GA support. In addition, the Contract Lecturer will receive 20% of the total extra student payment as calculated in d(i) immediately above.

- (e) Any support agreed to that includes the hiring of a Teaching/Graduate Assistant, such Teaching/Graduate Assistant will be made available as soon as the total number of students is confirmed but no later than the third week of the commencement of the term.



## ARTICLE 17. DUTIES AND OBLIGATIONS

### Teaching/Graduate Assistants

5. The Contract Lecturer may, if they so wish, give up the compensation and elect instead that appropriate support be provided through the hiring of a Teaching Assistant. The Teaching Assistant will be made available as soon as the total number of students is confirmed but no later than the third week of the commencement of the term.

### Special Teaching Situation

6.
  - (a) In special teaching situations, such as studio, team-teaching, or combined classes, the number of semester hours referred to in clause 4(a) above may be adjusted upwards to twenty-one (21) hours or downwards to twelve (12) hours by the Chair.
  - (b) The size of clinical practicums in the School of Nursing will be equivalent to those for the RFA faculty. For the purposes of workload calculations in respect of indirect supervision of nursing students in clinical practicums, the Contract Lecturer shall be compensated at an equivalent level of three (3) semester hours for each cohort of ten (10) students.
  - (c) For purposes of workload calculations one (1) section of a Social Work practicum course shall be considered the equivalent of a regular three (3) hour section. For each practicum section, the Contract Lecturer will be required to work an average of nine (9) hours per week. This shall include the duties and obligations as set out in Article 17 (Duties and Obligations).

Social Work theory courses shall be considered as regular courses for the purpose of workload calculation.

7. Normally, the maximum daily teaching span for sessional and half-sessional Instructors shall be seven (7) hours including a meal period, with no more than four (4) consecutive teaching hours, subject to Article 13. 3. (b) (Appointment Procedure - Posting).

### Outside Professional Activities

8. The University recognizes that outside activities falling within the Contract Lecturer's discipline may enhance the Contract Lecturer's effectiveness as a teacher. Contract Lecturer's may engage in outside occupations or professional activity, however:
  - (a) such professional activity shall not conflict or interfere with the fulfilment of their duties and obligations as provided for in Article 17;
  - (b) such professional activities shall not reflect adversely on, or be to the detriment of the University;

### Code of Conduct

9.
  - (a) While Contract Lecturers shall have the freedom to participate in general discussions of issues arising within the University, any criticism expressed in such discussions shall be characterized, as must criticism voiced anywhere, by a sense of responsibility. Further, Contract Lecturers shall not discuss their grievances with students.

## ARTICLE 18. TEACHING ASSESSMENT

- (b) Contract Lecturers acknowledge a responsibility to serve a diverse student population and shall create an equitable, diverse and inclusive atmosphere of mutual respect in which students may learn and shall refrain from expressing or condoning views or adopting attitudes and behaviours which might damage or violate the self-respect, dignity and human rights of the students they teach.
- (c) Contract Lecturers shall respect the dignity, integrity and human rights of their teaching and non-teaching colleagues and shall sustain a climate in which members of instructional staff may function as responsible academics.

### **ARTICLE 18. TEACHING ASSESSMENT**

1. The duties of the Chair of the CLAC with respect to teaching assessments, shall include, but are not limited to the following:
  - meet each semester no later than the second week of the semester in order to determine the schedule of teaching assessments for appropriate Contract Lecturers as outlined in Article 18;
  - provide to the Dean the schedule for teaching assessments for applicable Contract Lecturers in their Department by no later than the second week of the start of each semester;
  - to ensure selected Faculty members conduct teaching assessments, as required, consistent with the schedule set out in Article 18;
  - prepare a letter, should the appropriate teaching assessments outlined in Article 18 not be done, stating that the Contract Lecturer is deemed as having been satisfactorily assessed;
  - provide copies of the assessment or letter (as stated immediately above) to the Contract Lecturer, the Contract Lecturer's Service Record File, appropriate Chair, Dean, and President of the Union.
2. The University shall use the Contract Lecturer Assessment Form found in Appendix V of the Collective Agreement to assess a Contract Lecturer. A Contract Lecturer shall be assessed for teaching competence each semester during the first six (6) semesters of departmental appointment as follows:
  - (a) The assessments during semester #1 and #2 shall be made by two different members of the Department's Faculty at two different times, and, where possible, at least one assessor's field of knowledge shall include the course being taught, subject to the schedule of assessment below. Contract Lecturer assessments shall only be conducted by tenured and probationary faculty members.

ARTICLE 18. TEACHING ASSESSMENT

- (b) Semester #1: the Contract Lecturer shall be assessed twice per semester.  
Semester #2: the Contract Lecturer shall be assessed twice per semester.  
Semester #3: the Contract Lecturer shall be assessed once per semester.  
Semester #4: the Contract Lecturer shall be assessed once per semester.  
Semester #5: the Contract Lecturer shall be assessed once per semester.  
Semester #6: the Contract Lecturer shall be assessed once per semester.

A total of eight (8) assessments may be conducted.

Notwithstanding the schedule of assessments immediately above, after the assessments are completed in Semester #1, if the Contract Lecturer's teaching is deemed to be overall good performance (with no areas of concerns) based on relevant evidence, including the previous year's teaching assessment(s) and Faculty Course Survey results, the Chair of the CLAC may, at their discretion, reduce the teaching assessments for the following terms by up to two (2) assessments.

If the Chair of the CLAC decides to reduce the number of teaching assessments, s/he will advise the Contract Lecturer of this reduction, in writing, with a copy to the Union. This written documentation will be placed in the Contract Lecturer's Service Record File. The total number of assessments would thus range from six (6) to eight (8).

- (c) Before the end of the first two (2) weeks of the semester, and also at the time of making arrangements for the assessors' classroom visits, the Contract Lecturer shall be informed in writing of the criteria to be used in the assessment of teaching competence. Such criteria generally shall be appropriate to the Contract Lecturer's duties as defined in Article 17. 1. (a) and (b) (Duties and Obligations), but may include factors and/or standards particular to the course being taught;
- (d) Arrangements for visiting a class for the purpose of making an assessment shall be made with the Contract Lecturer concerned at least a week in advance, and no assessment visits shall be scheduled during the first two (2) or the last two (2) weeks of the teaching semester;
- (e) Each assessor, within two (2) weeks from the date of the class visit, shall submit to the Contract Lecturer, with a copy to the appropriate Chair/Director, Dean, the Contract Lecturer's Service Record File, and the President of the Union, the completed Contract Lecturer Evaluation form;
- (f) The Contract Lecturer has the right to respond to the evaluation, within two (2) weeks of receipt of the evaluation. The Contract Lecturer's response shall be copied to the appropriate Chair/Director, Dean, the Contract Lecturer's Service Record File, and the President of the Union.
- (g) The Contract Lecturer may also request to meet with the appropriate Chair/Director to discuss the evaluation.
- (h) Failure of the University to arrange for any such assessment, unless due to circumstances beyond the University's control which shall be identified in the Service Record File, shall have the effect of the Contract Lecturer concerned being deemed as having been satisfactorily assessed, and a letter to this effect shall be placed on the Contract Lecturer's Service Record File by the Chair/Director;

## ARTICLE 19. CONDUCT AND DISCIPLINE

- (i) After six (6) semesters of employment in the Department and after the Department has had six (6) to eight (8) opportunities to conduct assessments (as outlined in 18.02 (b) above), the Contract Lecturer shall not be assessed thereafter except in the following two (2) situations:
  - (i) where a Contract Lecturer Appointments Committee offers a course to a Contract Lecturer whom it would not otherwise consider to have met the posted qualifications for the course as an underfill as outlined in Article 14.7, the Committee may require a maximum of two (2) assessments of such a course as a condition of the offer; and the Contract Lecturer shall be so informed in the letter of appointment defined in Article 16. 8. (Types, Duration and Form of Appointments); or
  - (ii) where such teaching assessments are to be a component of an inquiry under the provisions of Article 19 (Conduct and Discipline).
3. The assessment made pursuant to the preceding paragraph shall be deemed to fall within the area of the University's discretionary authority.
4. The assessors' letters, or the Chair's notes stating that a Contract Lecturer is deemed to have had a satisfactory assessment pursuant to section (h) of clause 2. above, together with the Chair's opinion, or any substantiated observations of others which the Chair or the Contract Lecturer considers should be part of the Contract Lecturer's record, shall be placed in the Contract Lecturer's Service Record File.
5. Contract Lecturers who have been fully assessed and whose teaching assessments are lost or no longer available in their service file shall not be re-assessed. Furthermore, during the application evaluation process, these Contract Lecturers shall be deemed as having been satisfactorily assessed, and a letter to this effect shall be placed on the Contract Lecturer's Service Record File by the Chair.
6. The Chair/Director shall ensure that the Contract Lecturer's Service Record File contains a sheet recording on a running basis:
  - (a) for the purpose of calculating experience, credits as defined in Article 15 (Seniority) and Appendix VI (Establishing And Maintaining Priority Of Consideration Status And Seniority Credits For Senior Contract Lecturers); and
  - (b) for the purpose of calculating salary level, the actual number of semesters taught by type of appointment subject to the provisions of Article 21 (Salaries).

## **ARTICLE 19. CONDUCT AND DISCIPLINE**

1. Conduct of a Contract Lecturer which is unbecoming the status of a member of the teaching community of an academic institution, including persistent neglect of the duties and obligations set forth in Article 17 (Duties and Obligations), may, following a disciplinary inquiry, be subject to disciplinary measures.

## **ARTICLE 20. DISCHARGE AND TERMINATION**

Disciplinary measures should be appropriate to their cause and to the principles of progressive discipline.

2. Disciplinary authority (that is, the authority to institute a disciplinary inquiry and, where warranted, to apply disciplinary measures) normally shall rest with the Chair/Director; but the Dean or the Vice-Provost, may by derogation and substitution assume the disciplinary authority where the gravity of the case warrants, or where the Chair/Director or the Dean refuses to institute a disciplinary inquiry in a matter which, in the opinion of the higher official, requires such action.
3. Where the Contract Lecturer's alleged misconduct affects another Contract Lecturer, a Faculty member, any other employee of or persons rendering services to the Board, or a student, any such person shall have the right to request in writing to any of the officials referred to in clause 2. above, that a disciplinary inquiry be instituted.
4. All disciplinary proceedings shall be confidential.
5. A Contract Lecturer shall, prior to the imposition of discipline be provided with the allegation against them in writing, with a copy to the union, and, be notified at a meeting with the person exercising disciplinary authority of the reasons for considering such action, unless the Contract Lecturer is a danger to themselves or others. The Contract Lecturer shall be advised by the University of their right to Union representation prior to such meeting. The Union shall be advised, in advance, of the time and place of the meeting.
6. Should a letter of discipline result pursuant to this Article, said letter shall be placed on the Contract Lecturer's Service Record File and shall be removed from the Contract Lecturer's Service Record File after a period of two (2) years, provided there is no repetition of the same or similar conduct during this two (2) year period.
7. The University will provide the Union on a quarterly basis with a report on current investigations in which the Union has assumed a representational role, providing a progress report on each such investigation and, on a without prejudice basis, an anticipated date of completion.

## **ARTICLE 20. DISCHARGE AND TERMINATION**

1. A Contract Lecturer can be discharged before the expiry date of the appointment only for just cause, such as gross misconduct or grossly unsatisfactory performance. In such a case no notice or pay in lieu of notice shall be required.
2. If, notwithstanding the provision of clause 1. above, a Contract Lecturer is terminated before the expiry date of the appointment because their services are no longer required owing to elimination of the course(s) or section(s) of a course they are teaching, the Contract Lecturer shall be given three (3) weeks' notice in writing. Alternatively the Contract Lecturer may be paid salary in lieu of such notice period.

**ARTICLE 21. SALARIES**

3. It is understood that, if only some component parts of the Contract Lecturer's total teaching function are no longer required, the foregoing provisions of this paragraph shall apply only to the specific course(s) or section(s) that are eliminated and not to the remainder of the Contract Lecturer's teaching function.
4. Decisions concerning discharge or termination shall be made by the Dean upon the recommendation of the Chair/Director and shall unless the reasons for discharge are such as to render this impractical or inappropriate- be preceded by a notice in writing to the Contract Lecturer and the Union of the reasons for the discharge and termination, and by a meeting of the Contract Lecturer with the Dean at which the reasons for the discharge or termination shall be stated. The Contract Lecturer may be accompanied at the meeting by a representative of the Union which shall be advised, in advance, of the time and place of the meeting.

**ARTICLE 21. SALARIES**

1. The base salary minima and base salary maxima shall be as follows:

	Aug 16, 2017 to Aug 15, 2018	Aug 16, 2018 to Aug 15, 2019	Aug 16, 2019 to Aug 15, 2020	August 16, 2020 to August 15, 2021
	1.75%	1.75%	2.00%	2.00%
Base Salary Min	\$65,569.36	\$66,716.82	\$68,051.16	\$69,412.18
Base Salary Max	\$83,855.85	\$85,323.33	\$87,029.79	\$88,770.39

Current Contract Lecturers in the Senior Contract Lecturer Track whose salary rates are greater than those listed in clause 1. immediately above, shall be grand parented at their current salaries.

**Basic Salary Rates**

2. Basic salary rates shall be paid to all Contract Lecturers who have full-sessional appointments with a full workload; 1/2 the basic salary rates shall be paid to all Contract Lecturers who have half-sessional appointments with a full workload.
3. Sessional and half-sessional appointments with a reduced workload or part-time appointments shall be paid in terms of the following formula: number of semester hours in the appointment times the basic salary rate divided by 30:
4. The types of appointments specified in 2. and 3. above and the workloads associated with each type of appointment shall be defined in Articles 16 (Types, Duration and Form of Appointment) and 17 (Duties and Obligations).
5. Salaries paid in according to Article 21 (Salaries) include pro-rata payment for statutory holidays falling within the period of appointment and include pro-rata vacation pay for the periods designated in Article 16.2 and 3. (Types, Duration and Form of Appointment).

ARTICLE 21. SALARIES

Across the Board Adjustments

6. On August 16, 2017 each Contract Lecturer who was and who continues to be an active Contract Lecturer will receive an Across-the-Board increase of 1.75%

On August 16, 2018 each Contract Lecturer will receive an Across-the-Board increase of 1.75%.

On August 16, 2019 each Contract Lecturer will receive an Across-the-Board increase of 2.00%.

On August 16, 2020 each Contract Lecturer will receive an Across-the-Board increase of 2.00%.

Service Adjustment

7. The experience level applicable to each Contract Lecturer shall be reassessed at the beginning of each semester; the Contract Lecturer shall advance the value of a Service Adjustment (SA) for each two (2) semesters (excluding the Spring/Summer semester) of sessional appointment and/or for each three (3) semesters (excluding the Spring/Summer semester) of part-time appointments or a combination thereof. For greater clarity, with such combinations, this means that the Contract Lecturer shall advance the value of a Service Adjustment (SA) the semester after they have accumulated one seniority credit.

The value of each Service Adjustment (SA) shall be \$2,500.00 for Contract Lecturers.

Starting Salary

8. It shall lie within the University's discretionary authority to appoint Contract Lecturers at salary levels higher than those resulting from the application of the above provisions. Normally the CLAC shall recommend to the Dean and the Dean may approve an applicant for hire in special circumstances pursuant to the provisions of the appointment procedures Articles up to the value of five (5) Service Adjustments above the minimum of the salary scale.

In unusual circumstances the Dean shall have the right to hire an applicant up to the maximum of the salary scale. The rationale for such salary deviation shall be provided to the Union.

9. Where a Contract Lecturer is successful in obtaining work in more than one (1) department, for salary purposes only, the Contract Lecturer shall be paid at the highest rate attained provided that both appointments draw on the same expertise/knowledge base.

Where a Contract Lecturer is successful in obtaining work in more than one (1) department, for salary purposes only, the Contract Lecturer shall be paid at the appropriate rate within each individual department provided that the appointments draw on a different or divergent expertise/knowledge base.

Where a Contract Lecturer is successful in obtaining work in more than one (1) department, for benefit purposes only, the semester hours of the appointments shall be totalled and the Contract Lecturer shall be eligible for the applicable benefits as outlined in Article 22, Benefits.

*ARTICLE 21. SALARIES*

Notwithstanding the above, the experience points shall accrue in each department as provided for in Article 15 (Seniority), and Appendix VI (Establishing and Maintaining Priority of Consideration Status and Seniority Credits for Senior Contract Lecturers).

Salary for non-teaching academic tasks

10. Where Contract Lecturers assume tasks as outlined in Article 17.2 (a), except for course development activities as outlined below, the task will be defined in terms of the number of semester hour equivalents of time it requires. Should the Contract Lecturer accept, they shall be compensated through extra payment for those semester hours at the rates defined in this Article.
11. Notwithstanding number 10 above, in circumstances where the Contract Lecturer is offered and accepts course development activities which fall outside the scope of 17.2 (a), the Contract Lecturer shall be compensated as follows:
  - (a) Creation of a new course shall be compensated at \$6,000 as a one-time, lump sum payment.
  - (b) Major revisions/changes to existing course(s) or course material shall be compensated at \$3,000 as a one-time lump sum payment. The term "major revision" will constitute more than 50% change to the course.
  - (c) Minor revision/change to existing course(s) or course material shall be compensated at a flat rate between \$500 to \$2,000 one-time, lump sum payment.
  - (d) If required, the Chair may seek the advice of the departmental curriculum committee to determine the degree or extent of the change required in relation to course development prior to offering this activity to the Contract Lecturer.

Contract Lecturer Replacement Compensation

12. As provided for in Article 17.2 (d), where a Contract Lecturer is employed to replace a Contract Lecturer for less than the total appointment period as outlined in Article 16. 1 and 16.2, the formula for calculating the replacement Contract Lecturer's compensation is as follows:
  - Annual base salary divided by 30 times the number of semester hours which equals the compensation for the total appointment period as outlined in Article 16.1 and 16.2. Thereafter, the compensation of the total appointment period is divided by eighteen (18) which equal the value of one (1) week. Subsequently, the value of one (1) week is multiplied by the number of weeks remaining in the contract to a maximum of eighteen (18) weeks which equals the replacement Contract Lecturer's compensation for their employment period. For purposes of calculating the replacement Contract Lecturer's compensation, the total number of contract weeks for such appointment shall be eighteen (18) weeks.



**ARTICLE 22. BENEFITS**

**Compensation for duties beyond the terminal date of appointment**

13. As provided for in Article 17.2 (e), where a Contract Lecturer agrees to participate in and/or complete specific activities related to their duties as a Contract Lecturer, which have been scheduled beyond the terminal date of their appointment (e.g. attending departmental meetings, planning meetings, participation in student appeals, etc.), the Contract Lecturer shall be paid \$100.00 per hour for the agreed upon activities. The Contract Lecturer will be paid a minimum of two (2) hours or the amount of time required to carry out the agreed upon activities, whichever is greater.

**ARTICLE 22. BENEFITS**

1. The University shall provide to Contract Lecturers the statutorily required social security benefits on conditions prescribed in the relevant provisions.

**General Provisions:**

2. (a) Full-time career employees from other constituent groups at the University who obtain a reduced workload or full-sessional appointment are not eligible for the extended health and dental coverage outlined in Article 22.3 or 22.4 below.  
  
(b) There shall be no duplication, pyramiding or double counting of any benefit whatsoever as provided for in this Agreement, nor shall the same hours worked be utilized more than once to attract more than one rate of pay or premium benefit.
3. The University shall provide health, dental, life, and disability insurance benefit coverage at the University's expense for Contract Lecturers with sessional appointments.
4. The University shall enrol all Contract Lecturers with sessional appointments in the various benefit plans as outlined as follows:
  1. Extended Health Insurance  
  
Deductible \$25 single/\$50 family; co-insurance 100%; maximum unlimited;  
  
prescription drugs; semi-private hospital coverage; vision \$ 800/24 months glasses or contact lenses or laser eye surgery, hearing aid \$1,250 every five years, paramedical \$800/12 months, psychological/social worker counselling \$900/12 months.
  2. Dental Insurance  
  
Current ODA fee guide; no deductible; basic 100%, endo/periodontal 80%, orthodontal 50%, major restorative 65% and implant coverage to 65% of the cost of the standard alternate appliance, (i.e. the bridge or denture); maximum of \$3,500 per person per year on all dental excluding orthodontia.
  3. Basic Life Insurance  
  
24 times monthly earnings
  4. Supplemental Life Insurance

ARTICLE 22. BENEFITS

24 times monthly earning

Premiums for the Supplemental Life Insurance Policy shall be shared between the University and individual Contract Lecturer. The cost sharing premiums will be 70% by the University and 30% by the Contract Lecturer.

5. Disability Insurance

80 % of remaining unpaid salary if disability commences during the appointment

The benefits plans outlined immediately above are an abbreviated summary. Details of benefit coverage shall be as specified in the applicable insurance contracts between the University and its carriers. Such contracts if different from the summary outlined immediately above, shall prevail.

Benefit coverage shall be of twelve (12) months' duration for two (2)-semester appointments and of six (6) months' duration for one (1)-semester appointments. Benefit coverage applies to the Contract Lecturer and the Contract Lecturer's spouse and/or dependents as applicable. Benefits coverage for the specified time periods does not in any way imply or connote a continuing employment relationship for that Contract Lecturer beyond the terminal date of their appointment.

5. Benefit Coverage for Part-time Appointments

Contract Lecturers with part-time appointments who do not receive benefits from another constituent Union group at the University are entitled to receive compensation-in-lieu of benefits at a rate of 2.50% of gross salary for the duration of their appointment. Effective August 16, 2018, the compensation-in-lieu of benefits will increase to 3.0% of gross salary.

6. Notwithstanding clause 4. above, a sessional Contract Lecturer may be exempt from enrolment in any of the intended forms of benefit, excepting life and disability insurances, upon a signed waiver attesting to coverage by reasonably similar forms of benefits.
7. A Contract Lecturer with a sessional appointment who is age sixty-five (65) or over on the date of appointment may not be eligible for all forms of intended benefits as a consequence of relevant legislative or insurance plan requirements. In addition, active members who are 65 years of age or older, will be required to submit any eligible expenses under the extended health plan first to the Ontario Drug Benefit (ODB) plan for reimbursement. They may then submit any residual eligible expenses, including deductibles and co-payment amounts administered by the ODB, to the University's insurance carrier for applicable reimbursement.
8. (a) The University shall continue to make available to Contract Lecturers a registered retirement savings plan as first introduced for the 1987/88 academic year. Such plan provides that participation in the plan by Contract Lecturers is voluntary, that the plan be as portable as possible, and that where a Contract Lecturer elects to contribute to the plan the University will contribute an equal amount to a maximum of six percent (6.0%) of the Contract Lecturer's actual salary as a Unit 1 Contract Lecturer subject to the provisions of Article 21.9.

ARTICLE 22. BENEFITS

(b) No Lump Sums

Deductions will be made only in respect of normal/regular pay periods, except in cases of arbitration awards.

9. Contract Lecturers from other constituent groups at the University are eligible to enrol in the Registered Retirement Savings Plan as outlined in Article 22.8. However the University shall not be required to contribute a matching or equal amount for those employees who are members of the Ryerson Retirement Pension Plan or the Teachers Pension Plan.

10. Professional Expense Reimbursement Fund

The University recognizes that the duty of Contract Lecturers to maintain academic and/or professional competence and currency will, from time to time, necessitate the incurring of expenses.

A. Sessional Contract Lecturers

1. Recognizing that it is the principal beneficiary of competence and currency stated immediately above, the University will establish a Professional Expense Reimbursement Fund (PERF) of \$190,000 per annum from which individual sessional Contract Lecturers shall be reimbursed for eligible expenses according to the University policies and Canada Revenue Agency requirements.

2. Contract Lecturers shall receive the professional expense reimbursements outlined below subject to the annual Professional Expense Reimbursement Fund limit provided above

(a) Each full workload sessional Contract Lecturer with a two (2) term appointment is entitled to a reimbursement as of August 16th of each year of the collective agreement as follows:

2017	\$1100
2018	\$1100
2019	\$1100
2020	\$1100

(b) Each full workload half sessional Contract Lecturer with a Fall semester appointment is entitled to a reimbursement of August 16th, for each year of the collective agreement as follows:

2017	\$550
2018	\$550
2019	\$550
2020	\$550

(c) Each full workload half sessional Contract Lecturer with a Winter semester appointment is entitled as of December 16th, for each year of the collective agreement as follows:

ARTICLE 22. BENEFITS

2017	\$550
2018	\$550
2019	\$550
2020	\$550

- (d) Each reduced workload sessional Contract Lecturer with a two (2) term appointment is entitled to a reimbursement as of August 16th, for each year of the collective agreement as follows:

2017	\$850
2018	\$850
2019	\$850
2020	\$850

- (e) Each reduced workload half sessional Contract Lecturer with a Fall semester appointment is entitled to a reimbursement as of August 16th, for each year of the collective agreement as follows:

2017	\$425
2018	\$425
2019	\$425
2020	\$425

- (f) Each reduced workload half sessional Contract Lecturer with a Winter semester appointment is entitled as of December 16th, for each year of the collective agreement.

2017	\$425
2018	\$425
2019	\$425
2020	\$425

3. For the 2016-2017 academic year only, any unused portions of the Professional Expense Reimbursement Fund account may be carried forward to the following academic year, that is the 2017- 2018 academic year, if the Contract Lecturer obtains an appointment in the 2017- 2018 academic year. In such cases any unused portion of the Contract Lecturer's Professional Expense Reimbursement account shall be carried forward to the 2017- 2018 academic year, unless the amount would put a Contract Lecturer's total account over two times the annual entitlement. Effective the 2018 – 2019 academic year, a Contract Lecturer will not be eligible to carry over any funds to the following academic year nor be paid out any unused funds in the Professional Expense Reimbursement Fund or seek reimbursement following the end of their appointment.

ARTICLE 22. BENEFITS

B. Part-time Contract Lecturers

1. The University will transfer to the Union the sum of \$70,000 by September 15<sup>th</sup> of each academic year. This amount represents the Professional Expense Reimbursement Fund dollars that the Union will administer on behalf of its Part-time Contract Lecturers.
2. This money is for the professional development of part-time employees represented by the Union and will be administered by the Union for specific employer related or general employment related training and related professional development purposes and for no other purpose.
3. The Union will be responsible for the tax reporting requirements of the PERF process, which includes:
  - (a) Ensuring the necessary tax documents are issued and filed relative to items purchased by Contract Lecturers with PERF funds.
  - (b) In all instances where a Contract Lecturer has indicated to the Union that they will be retaining custody of a particular item, the Union will issue a T4A Tax Slip to the Contract Lecturer that indicates the value of the taxable benefit to the Contract Lecturer for the goods retained.
  - (c) The Union will also be responsible for obtaining all tax information required to prepare T4A's, such as the Contract Lecturer's SIN # and mailing address.
  - (d) The Union agrees to indemnify and save harmless the University from any and all claims, grievances or demands, including interest and penalties, made by the Canada Revenue Agency or by any employee as it relates to the distribution of these funds.

C. Administration of the Professional Expense Reimbursement Fund

1. All goods purchased through the Professional Expense Reimbursement Fund remain the property of the University.
2. Sessional Contract Lecturers who are receiving Salary Protection (Continuation) Plan (as outlined in Appendix IV) or on a leave of absence without pay are not entitled to accrue PERF. They may be reimbursed for PERF expenses incurred prior to the disability leave for the applicable year.
3. The University will transfer to the Union the sum of \$190,000 in respect of Sessional Contract Lecturers and \$70,000 in respect of Part-time Lecturers by September 15<sup>th</sup> of each academic year. This amount represents the Professional Expense Reimbursement Funds that the Union will administer on behalf of its sessional Contract Lecturers. By paying the Professional Expense Reimbursement Funds to the Union the University meets its obligations under this Article and no interpretation, application or administration of this Agreement will be made that increases that annual cost.

*ARTICLE 22. BENEFITS*

4. The University will provide \$25,000 per year for each year of the contract to assist in the Union's administration of the fund. This sum will be transferred to the Union by September 15<sup>th</sup> of each academic year.
5. The Union will be responsible for administering the PERF reimbursement process, which will require the Union to establish, maintain or address the following:
  - (a) the Contract Lecturer claim process;
  - (b) the claim approval/denial process;
  - (c) the reimbursement process;
  - (d) appropriate record keeping processes;
  - (e) accounting and reconciliation processes;
  - (f) processes to ensure adherence to tax reporting requirements;
  - (g) any and all claims, grievances, or demands, including interest and penalties made by Canada Revenue Agency or by any employee as it relates to the distribution of the professional expense reimbursement funds.
6. The Union agrees to provide the University with an Annual Report on the use of the professional development fund identifying how much and to whom it has been disbursed and identifying the nature of the professional development including service provider, location, duration and certificate provided, if any.
7. This report will be accompanied by a special purpose review report prepared and signed by the Union's external auditors and will be provided no later than the last business day of August 15<sup>th</sup> of the next academic year.
8. Any unused PERF monies based on the annual report and the external auditor's special purpose review report will be transferred from the Union to the University by August 31<sup>st</sup> of each year.
9. Professional development expenses include but are not limited to:
  - (a) travel and associated expenses related to meetings, conferences, study leave or other similar professional activities, and eligible expenses not covered by or in excess of monies available from other funds for similar purposes;
  - (b) registration fees and other expenses for meetings of learned societies, other professional organizations, workshops, seminars and similar activities;
  - (c) membership fees in learned societies and professional organizations;
  - (d) books and subscriptions to scholarly journals;
  - (e) expenses directly associated with teaching responsibilities or professional programmes;

ARTICLE 22. BENEFITS

10. Eligible members may submit their claim(s) at any point after expenses are incurred, except that submitted claims shall not be less than \$100 in total, unless the total for the year is less than \$100. Claims must be submitted at least once a year no later than June 15<sup>th</sup> for the year in question.

Tuition Waiver

11. (a) General Provisions:

The expression "tuition fee" means only that portion of the total attendance fees which is designated as such and constitutes charges for attendance of a specific credit course.

Eligible courses include all regular offerings published in the full time and continuing education calendar, where the University collects tuition fees.

The University shall waive for the Contract Lecturer and/or their spouse/or dependants a maximum equivalent dollar value that reflects the current annual domestic undergraduate tuition fee in non-cost recovery programs, per year, per eligible Contract Lecturer, as determined by the University. Contract Lecturers are responsible for the difference for any course that exceeds this amount.

In the event that the Contract Lecturer wishes to enrol in and attend more than two (2) courses per academic term, the member's Chair/Director must approve such a request.

A Contract Lecturer must have an active appointment in order to be eligible for and access the tuition waiver programme, for the Contract Lecturer, their spouse or dependent.

If a Contract Lecturer or their spouse does not successfully complete a day credit course on two (2) successive occasions in which they are enrolled, the tuition waiver shall be suspended for the next eligible academic term. In the alternative, the Contract Lecturer or their spouse may elect to pay the tuition fees for the subsequent academic term.

Contract Lecturers, spouses and dependents are required to adhere to the academic policies, guidelines, rules and processes as determined by the University.

- (b) The University shall, for all Contract Lecturers with less than six (6) seniority points, waive the tuition fee for three (3) day-programme credit courses taken at the University during the day or during the evening by such a Contract Lecturer; or by a Contract Lecturer's spouse; or dependent.
- (c) The University shall, for all Contract Lecturers with six (6) or more seniority points, waive the tuition fee for credit course(s) taken at the University during the day or during the evening by such a Contract Lecturer; or by the Contract Lecturer's spouse; or dependent.

## ARTICLE 23. LEAVES

### **ARTICLE 23. LEAVES**

A Contract Lecturer shall not be subject to any reprisal for taking any paid or unpaid leaves of absence as provided for in this Article.

#### Compassionate Leave

1. The University may grant leave of absence with pay for up to three (3) days on compassionate grounds.

#### Jury Duty

2. Where a member of the bargaining unit is called to jury duty or subpoenaed as a witness in a case involving business of the University or public interest, special jury or witness duty leave with pay shall be granted for the duration of such duty, subject to the obligation of the employee to turn over to the University any compensation received by him/her as a juror or witness; as regards jury duty, the University reserves the right to request the court to excuse the bargaining unit member on grounds of the University's service requirements.

#### Sick Leave

3.
  - (a) When unable to attend for reasons of personal illness, the Contract Lecturer shall be entitled to time off with pay up to a maximum of fifteen (15) working days if the Contract Lecturer holds a two term sessional appointment and up to a maximum of seven (7) working days if the Contract Lecturer holds a half sessional or part-time appointment.
  - (b) In cases of any such disability lasting more than three (3) working days, the University may require, as a condition of payment of any salary and of continuation of the employment relationship within the term of the appointment, proof of the Contract Lecturer's disability in the form of a medical certificate and its verification by the University's Medical Designate.
  - (c) The Chair shall forward all relevant medical information to the Human Resources Department who shall take appropriate action.
  - (d) In circumstances where the Contract Lecturer applies for salary continuation under the Salary Protection (Continuation) Plan as outlined in Appendix IV, the University may require that an employee be examined medically at reasonable intervals by the employee's physician.
  - (e) The University reserves the right to request an independent medical examination arranged by a third party provider or a mutually agreed upon physician in circumstances of illness, injury or accident, in order to determine if the employee is medically fit to continue and/or report to work.



ARTICLE 23. LEAVES

Family Leave

4. The University recognizes that employees have responsibilities and commitments involving the family and its well being. In recognition of this fact, in the case of a personal or family circumstance which prevents the employee from reporting for duty, special family leave with pay of up to three (3) working days per semester, may be granted at the discretion of the University. Request for such leave will not be unreasonably withheld. Thereafter with respect to any further requests, such days will be provided in a manner consistent with the Emergency Leave provisions of the Employment Standards Act, if any, and will be treated as unpaid leave days for the purposes of the Act.

Pregnancy Leave and Supplemental Employment Insurance Benefit

5. (a) The University agrees that nothing in these provisions and/or collective agreement shall preclude a Contract Lecturers who are pregnant from applying for posted work for which they are qualified. Further, the University agrees that:
- (i) Contract Lecturers who are the birth mother shall be entitled to pregnancy leave as from time to time provided for in the Ontario Employment Standards Act. These entitlements shall be deemed to be entitlements under this Agreement. Furthermore, during pregnancy leave the University shall pay ninety-seven percent (97%) of the Contract Lecturer's salary minus any payments to which the Contract Lecturer is entitled under the Employment Insurance Act as outlined below:

- (ii) Supplemental Unemployment Benefit Program (SUB)

It is understood that, SUB payments and other earnings will not exceed ninety-seven percent (97%) of the Contract Lecturer's normal weekly earnings.

For the first week of the leave, the Contract Lecturer shall receive ninety-seven percent (97%) of their salary from the University.

For the next sixteen (16) weeks the Contract Lecturer shall receive payment(s) equal to the difference between the sum of the weekly Employment Insurance benefits and other earnings received by the Contract Lecturer and the ninety-seven percent (97%) of the actual salary which they were receiving on the last day worked prior to the commencement of the pregnancy leave. The SUB payment will be calculated using the weekly EI benefit that would be payable to the Contract Lecturer (i.e. 55%, or the regular maximum weekly EI benefit, if less) without regard to any election by the Contract Lecturer to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.

- (iii) Application

The Contract Lecturer must apply for and be in receipt of Employment Insurance benefits before the SUB payments become payable.

- (iv) Non-receipt of Employment Insurance Benefits

A Contract Lecturer who is not in receipt of Employment Insurance benefits will not be eligible to SUB payments except if the Contract Lecturer:

ARTICLE 23. LEAVES

- (a) has insufficient insured weeks to qualify for Employment Insurance benefits
- (b) has exhausted their Employment Insurance benefits
- (c) is serving the Employment Insurance waiting period.

(v) Vested Interest

A Contract Lecturer does not have a right to SUB payments except for supplementation of the Employment Insurance benefits during the employment period, which shall not exceed seventeen 17 weeks.

(vi) Approval of SUB Plan

The implementation of the pregnancy leave provisions as mutually agreed upon by the parties and reflected in the SUB Plan as outlined above, is subject to required approval by the applicable federal agencies.

(vii) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the Plan.

- (b) A Contract Lecturer shall advise the University as soon as is reasonably possible of their intent to begin pregnancy leave.
- (c) A Contract Lecturer who, at the commencement of their pregnancy leave, held a sessional or half sessional appointment shall be entitled to continuation of their benefits during the residual term of such appointment.
- (d) A Contract Lecturer may use, immediately prior to commencement of pregnancy leave, any balance of their sick leave.
- (e) A Contract Lecturer intending to resume their teaching functions after a pregnancy leave shall:
  - (i) wherever reasonably possible return at the beginning of a semester; and
  - (ii) give at least four (4) weeks' notice to the University of their intent.
- (f) A Contract Lecturer who returns from pregnancy leave within the term of their appointment shall continue to receive their applicable contract salary and shall normally resume their previously assigned teaching functions, or their equivalent.
- (g) A Contract Lecturer who has been on pregnancy leave shall be credited, for salary level and Departmental experience purposes, with the semesters and semester hours, that would have accrued from their appointment but for pregnancy leave.

Partner Leave

6. An employee partner who is not eligible for pregnancy leave shall be allowed a leave of absence with pay for up to five (5) working days following the birth or adoption of their child.

ARTICLE 23. LEAVES

Parental Leave

7. (a) On becoming a parent of a new-born or adopted child, the Contract Lecturer shall be granted an unpaid leave of absence in accordance with the provisions of the Ontario Employment Standards Act.

Parent includes a Contract Lecturer with whom a child is placed for adoption and a Contract Lecturer who is in a relationship of some permanence (in accordance with the Family Law Act) with a parent of a child and who intends to treat the child as their own.

Where a pregnancy leave is taken, parental leave must begin immediately when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.

The Contract Lecturer's parental leave can last up to thirty-seven (37) weeks. However, if the Contract Lecturer also took a pregnancy leave, their parental leave cannot exceed thirty-five (35) weeks.

Parental leave must be taken in a consecutive time period.

A Contract Lecturer who has been on parental leave shall be credited Departmental experience purposes, with the semesters and semester hours, that would have accrued from their appointment but for parental leave.

- (b) Supplemental Unemployment Benefit Program (SUB)

The University will further provide such Contract Lecturers with up to four (4) weeks of SUB payments if they have taken a pregnancy leave, and up to five (5) weeks of SUB payments if they have not, at ninety-seven percent (97%) of salary less any EI payments to which the Contract Lecturer is entitled. The SUB payment will be calculated using the weekly EI benefit that would be payable to the Contract Lecturer (i.e. 55%, or the regular maximum weekly EI benefit, if less) without regard to any election by the Contract Lecturer to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*. It is understood that SUB payments and other earnings will not exceed ninety-seven percent (97%) of the Contract Lecturer's normal weekly earnings.

Normally, such SUB payments will be in respect of the first four (4) or five (5) weeks (whichever is applicable) of absence and is contingent upon the Contract Lecturer applying for EI. Further, a Contract Lecturer does not have a right to SUB payments except for supplementation of the Employment Insurance benefits during the employment period, which shall not exceed four (4) weeks if they have taken a pregnancy leave or five (5) weeks if they have not.

Where the Contract Lecturer is only taking a parental leave and the one (1) week EI waiting period has not already been served by a partner, the University will provide the employee with ninety-seven percent (97%) of their salary during this waiting period, which shall count as one of the five (5) weeks of SUB payments.

The above paid and partially paid period of leave shall not increase the total eligible time away from work which shall be as provided for by the Employment Standards Act.

**ARTICLE 24. JOINT CONSULTATIVE COMMITTEE**

**Leaves Under the Employment Standards Act**

8. Contract Lecturers may be granted Compassionate Care Leave in accordance with the provisions of the Canada Employment Insurance Act.

Further, Contract Lecturers may be granted the following leaves in accordance with the Employment Standards Amendment Act:

- Personal Emergency Leave
- Family medical Leave
- Organ Donor Leave
- Family Caregiver Leave
- Critically Ill Child Leave
- Crime-Related Child Death or Disappearance Leave
- Reservist Leave
- Emergency Leave, Declared Emergencies

**Union Leave**

9. Members of the bargaining unit may request a leave of absence without pay of up to five (5) days per semester to attend CUPE functions such as National Convention, Ontario Division Convention, and CUPE educationals, and approval may be granted for this leave, subject to operational requirements. Such approval shall not be unreasonably withheld.

**Bereavement Leave**

10. In case of death in the immediate family (spouse, child, parent, brother or sister, grandparent, and parent, brother, or sister in law), three (3) working days with pay shall be granted. At the discretion of the University such leave may also be granted on the occasion of the death of other persons where there is a significant relationship. Further, after considering the particular circumstances involved (e.g. travel), at the discretion of the University, the period of bereavement leave with pay may be extended by up to two (2) additional working days.

**Political Leave**

11. The University recognizes its obligation as an institution to see to it that no impediments are placed in the way of a Contract Lecturer with a desire to enter public life. A Contract Lecturer who is considering becoming a candidate for public office shall consult with the Chair/Director of their Department/School about the effect of their political candidacy on the academic welfare of the Department/School and the Contract Lecturer's teaching assignment(s), bearing in mind i) their short-term absence during the campaign period and ii) their possible long-term absences.

**ARTICLE 24. JOINT CONSULTATIVE COMMITTEE**

1. A Joint Consultative Committee, consisting of representatives of the University and Union, shall be established for the purpose of deliberation upon any matter which either party wishes to bring to the attention of the other in the interest of proper implementation of this Agreement, avoidance of areas of possible formal grievances and fostering harmonious relations between the parties.

*ARTICLE 25. SEVERANCE*

2. Meetings of the Committee shall be informal and shall not be subject to any quorum requirement as long as both parties are represented to their satisfaction. No official records of meetings shall be kept.
3. Meetings of the Committee shall be in camera and the business of the Committee shall be confidential to the parties.

**ARTICLE 25. SEVERANCE**

1. A Contract Lecturer who has six (6) or more seniority (experience) credits (excluding seniority (experience) credits earned for the Spring/Summer semester) shall be eligible to elect a one-time only severance entitlement based on the following:
  - the Contract Lecturer is unsuccessful in a job competition; and
  - other CUPE 3904 Unit 1 work is not available: or
  - the Contract Lecturer is not qualified for other CUPE 3904 Unit 1 work available; or
  - the Contract Lecturer's normal teaching load has decreased by more than fifty percent (50%)
2. Notwithstanding the above, restricted work is excluded from the above criteria.
3. Pursuant to clause 1. immediately above, the Contract Lecturer shall then be eligible to receive one (1) weeks' pay for each semester taught up to a to a maximum of thirty (30) weeks.
4. To determine the value of one (1) week's pay the University shall average the per semester salary of the Contract Lecturer over the best four (4) academic semesters the Contract Lecturer has taught and divide the average per semester salary by the number of weeks contained in a contract. Where applicable, the value of one week's pay will include any extra student payment, overload payment, compensation for activities which fall outside the appointment period, and lump sum payments. Notwithstanding that overload payment is included in the value of one week, the determination and assignment of overload is within the University's sole discretion.
5. The Contract Lecturer upon accepting the severance entitlement outlined in clause 4. immediately above shall not be eligible to apply for any future CUPE 3904 Unit 1 work for two (2) full academic years. After two (2) full academic years the Contract Lecturer shall then be eligible to apply for one (1) part-time course of three (3) hours per semester.
6. The Contract Lecturer shall carry forward no experience points or priority of consideration status when applying for one (1) part-time course of three (3) hours per semester.

*ARTICLE 26. RESIGNATION*

**ARTICLE 26. RESIGNATION**

1. A Contract Lecturer may resign from their current teaching appointment by providing notice in writing as soon as possible, but not less than four (4) weeks' notice. The notice shall be addressed to their Chair/Director, with a copy to the Human Resources Consultant. It is expected that the Contract Lecturer's resignation date will coincide with the terminal date of their teaching appointment.

**ARTICLE 27. SERVICE RECORD FILE**

1. The Department shall maintain a Service Record File for each Contract Lecturer. Materials bearing on the Contract Lecturer's professional performance of the assigned duties and obligations as defined in Article 17 (Duties and Obligations), shall be placed in the Contract Lecturer's Service Record File. No Anonymous observations or communications shall be so placed.
2. The Chair shall inform the Contract Lecturer of any material being placed in the Service Record File, and the file shall be available to the Contract Lecturer at the Contract Lecturer's request to the Chair to inspect it during normal working hours, and following reasonable prior request to the Chair. The Contract Lecturer may make observations upon the material in their File, and such observations, upon written request to the Chair, shall be placed in the file.
3. At the Contract Lecturer's request, the Chair shall provide the Contract Lecturer with a brief summary, addressed "To whom it may concern", of the Contract Lecturer's Departmental appointments and associated teaching assessments and performance as documented in the Service Record File.
4. The Chair shall ensure that the Contract Lecturer's Seniority Sheet as provided for in Article 15.11 shall be placed in the Contract Lecturer's Service Record File.

**ARTICLE 28. WORKPLACE CIVILITY**

1. The University and the Union are committed to an environment where all members of the community are free from bullying and personal harassment. In assessing whether bullying and personal harassment may have occurred, the definitions and standards set out in the University's Workplace Civility and Respect Policy and the Guide to Civility, although not forming part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

An employee alleging a course of conduct amounting to bullying and personal harassment shall exhaust any applicable internal steps as outlined in the University's Workplace Civility and Respect Policy and the Guide to Civility prior to filing a grievance. Such grievance will be filed at Step 3, Article 10, of the grievance procedure.

The employee shall have the right to consult with their union representative and be accompanied by such representative at any meetings throughout the process outlined in this Article.

*ARTICLE 29. HEALTH AND SAFETY*

**ARTICLE 29. HEALTH AND SAFETY**

1. The University shall maintain a joint health and safety committee as prescribed by the Occupational Health and Safety Act.

The University and the Union recognize and are committed to a healthy and safe work environment and the promotion of the health and safety of the employees as required under the *Occupational Health and Safety Act* and the University's Occupational Health and Safety policy statement.

## **APPENDIX I. RETIRED AND LIMITED TERM FACULTY MEMBERS**

This appendix records the mutual understanding of the University and the Union respecting the status of retired and limited term Faculty members in terms of this Agreement.

1. Effective for the Fall 1997 hiring a retired Faculty member (RFA) who applies for part-time or sessional work shall do so pursuant to the hiring provisions of this Collective Agreement and shall bring no experience credits to this hiring and shall be subject to all terms and conditions of this Collective Agreement.
2. A candidate for a Contract Lecturer appointment who, commencing December 1988 and after, previously has not held a Contract Lecturer appointment but has held a Limited Term Faculty appointment, shall bring no experience credits nor priority of consideration into the evaluation of such candidacy.
3. A candidate for a Contract Lecturer appointment who has held a Contract Lecturer appointment and, commencing December 1988 and after, accepts a Limited Term Faculty appointment shall not achieve priority of consideration as a consequence of such LTF appointment but may accrue experience credits for purposes of salary.
4. A candidate for a Contract Lecturer appointment who has held a Contract Lecturer appointment and, commencing August 1992 and after, accepts a Limited Term Faculty appointment shall not achieve priority of consideration or accrue experience credits as a consequence of such LTF appointment for priority of consideration or salary purposes.



## **APPENDIX II. FACULTY/COURSE EVALUATION – FACULTY/COURSE SURVEY**

### **Revised Faculty / Course Survey**

The survey will be conducted online, and is to be used to obtain student opinion about teaching performance. It will consist of fourteen (14) University-standard items and up to sixteen (16) additional (optional) items to be included at the discretion of the faculty member. Students will also have the opportunity to provide written (qualitative) comments for the individual use of the professor.

The survey items are scored on the following 5 point scale, where 1 = disagree and 5 = agree. There is also a “Does not apply/ no opinion” category which is not assigned a score.

### **UNIVERSITY STANDARD QUESTIONS (14 IN TOTAL):**

1. The instructor is knowledgeable about the course material.	Agree	somewhat agree	neither agree nor disagree	somewhat disagree	Disagree	Does not apply/ no opinion
2. The course material is presented with enthusiasm.	Agree	somewhat agree	neither agree nor disagree	somewhat disagree	Disagree	Does not apply/ no opinion
3. The instructor stimulates my interest in this subject.	Agree	somewhat agree	neither agree nor disagree	somewhat disagree	Disagree	Does not apply/ no opinion
4. Concepts are clearly explained with appropriate use of examples.	Agree	somewhat agree	neither agree nor disagree	somewhat disagree	Disagree	Does not apply/ no opinion
5. I get timely feedback on my assignments.	Agree	somewhat agree	neither agree nor disagree	somewhat disagree	Disagree	Does not apply/ no opinion
6. I get constructive feedback on my assignments.	Agree	somewhat agree	neither agree nor disagree	somewhat disagree	Disagree	Does not apply/ no opinion
7. The course handouts /postings contain all of the information I need about the organization and operation of this course.	Agree	somewhat agree	neither agree nor disagree	somewhat disagree	Disagree	Does not apply/ no opinion
8. The assessment methods, including tests, provide a fair evaluation of my learning.	Agree	somewhat agree	neither agree nor disagree	somewhat disagree	Disagree	Does not apply/ no opinion

**APPENDIX II. FACULTY/COURSE EVALUATION – FACULTY/COURSE SURVEY**

9. Students are treated with fairness and respect.	Agree	somewhat agree	neither agree nor disagree	somewhat disagree	Disagree	Does not apply/ no opinion
10. The class meets as scheduled and on time.	Agree	somewhat agree	neither agree nor disagree	somewhat disagree	Disagree	Does not apply/ no opinion
11. The course is well organized and managed.	Agree	somewhat agree	neither agree nor disagree	somewhat disagree	Disagree	Does not apply/ no opinion
12. The instructor is available for consultation as specified on the course handouts/ postings.	Agree	somewhat agree	neither agree nor disagree	somewhat disagree	Disagree	Does not apply/ no opinion
13. This course provides a valuable learning experience.	Agree	somewhat agree	neither agree nor disagree	somewhat disagree	Disagree	Does not apply/ no opinion
14. The way this course is taught helps me to learn.	Agree	somewhat agree	neither agree nor disagree	somewhat disagree	Disagree	Does not apply/ no opinion

**OPTIONAL COURSE SPECIFIC QUESTIONS**

Instructors may choose up to sixteen (16) additional questions from the list below. Note that headings are for organizational purposes only; instructors can choose any of the items, and the students completing the FCS do not see the headings listed. Clearly the focus of the survey is the main Instructor and not another individual such as a TA / GA who is being evaluated.

**Suggested Items for Laboratory Courses:**

1. Procedures are clearly explained.
2. The instructor adapts to student abilities, interests and needs.
3. I feel free to ask for assistance and to ask questions.
4. The instructor accepts opinions different from their own.
5. I get useful feedback on my lab assignments.
6. Labs are well organized
7. Labs assist me in learning the course material.
8. Lab assignments are interesting and stimulating.
9. Lab assignments stimulate independent thought.
10. Labs are of a reasonable length and complexity.
11. The lab helps me understand things I am learning in lecture.

**Suggested Items for Discussion/Tutorials/Seminars**

1. Discussions are managed so that they help me learn.
2. Discussions are well organized.
3. Discussions clarify the lecture material well.
4. Discussion in this course is stimulating.
5. The instructor raises challenging questions for discussion.
6. The instructor is skilful in developing classroom discussion.
7. I feel encouraged to participate in the discussions.
8. The amount of time dedicated to discussion is adequate.
9. This course encourages students to learn from one another.

**Suggested Items for Clinical/Field Placements**

1. Prior course work prepared me to handle clinical tasks.
2. I have responsibility commensurate with my abilities.
3. My instructor offers constructive criticism away from others.
4. My instructor identifies specific areas in which I need improvement.
5. My instructor helps me to improve my skills.
6. My instructor demonstrates the techniques I am expected to develop.
7. The amount of supervision is adequate.
8. I received adequate information on health and safety issues.
9. My field experience is well coordinated with my course work.
10. I receive adequate supervision at the field site.
11. University and field site personnel work well with each other.

**Suggested Items for Performance and Studio Courses**

1. I am exposed to a variety of performance/art techniques.
2. Performance/art projects are extremely valuable in understanding the course.
3. Performance/art projects are appropriate to the level of the course.
4. My instructor's demonstrations of techniques are clear and concise.
5. My instructor values my creativity and/or originality.
6. Evaluations of my performance/artistic products are constructive.
7. The instructor is sensitive to students when giving critiques.
8. My instructor is able to diagnose technical problems.
9. Performances provided me the opportunity to show my learning.

**Suggested Items on Instructional Technology**

1. The technology used in this course provides high quality instruction.
2. Instructional technology is well coordinated with course materials.
3. The instructor uses technology in ways that helped my learning of concepts and principles.
4. My instructor's use of new technology increases my overall learning in this course.
5. More uses of instructional technology would enhance learning in this course.

### **Suggested Items for Other Course Elements**

1. Group work is used effectively in this course.
2. I am evaluated for my individual contribution to group work in this course.
3. Student presentations contribute significantly to this course.
4. Developing the term project is a good learning experience.
5. Guest speakers contribute significantly to this course.
6. Field trips offer insights that class materials do not.
7. Overall, I would rate the textbook/readings as excellent.
8. Team teaching provides insights a single instructor could not.
9. Instruction is well coordinated among the team teachers.

### **PROCEDURES TO BE FOLLOWED IN OBTAINING STUDENT OPINION ABOUT TEACHING PERFORMANCE**

1. The online posting and data collection from the FCS is the responsibility of the Vice-Provost, Faculty Affairs.
2. Faculty course surveys for all courses will be completed online via a link on the University's Learning Management System. The survey will be available to students for a fourteen (14)-day window in weeks 11 and 12 of each term. (Note that for courses taught in an alternate mode (e.g., intensive mode) these timelines will be modified.) The timing of the survey is to be noted on the course outline distributed and also announced at the beginning of the semester.
3. By the end of week 6, faculty members will choose in the University's Learning Management System which optional questions (if any) to be included in the surveys to be completed by their students for each course and section taught. Faculty will have several weeks in which to select optional questions however, if no optional questions are selected by the deadline, then only then University standard items will appear on their course survey form.
4. Processing of the data from the surveys will be the responsibility of the Vice-Provost, Faculty Affairs.
5. A summary of the results for each course section surveyed shall be prepared. The summary should show a frequency distribution for the responses to each of the questions. These summary results as well as written (qualitative) responses will be available to the faculty member via a link on the University's Learning Management System. Further, the University shall release the results of the student evaluations for each semester to the Contract Lecturer's Chair/Director immediately after the applicable currency report submission deadline as outlined in Article 17. A separate link will provide access to a file that contains only the summary results of the University Standard questions, in order to facilitate inclusion in annual reports and similar uses as contemplated in the Collective Agreement. Any other distribution of the individual summaries of University standard item results will be in accordance with the Collective Agreement. The results for the optional items and the written (qualitative) comments are to be provided to no one other than the individual faculty member.
6. Any issues of interpretation and/or application, surrounding Faculty/Course Evaluations and any minor edits to the set of optional questions shall be dealt with by the Vice-Provost, Faculty Affairs.

### **APPENDIX III. PURCHASE MEDICAL & DENTAL COVERAGE**

The University has set up a process by which Contract Lecturers may purchase medical and dental coverage from specific carriers/insurers for themselves, for their spouses and dependents. In order for a Contract Lecturer to purchase such medical and dental coverage they must meet the following conditions:

- be at least fifty-five (55) years of age or more; and
- have six (6) or more seniority (experience) credits (excluding seniority (experience) credits earned for the Spring/Summer semester), and
- to advise the University in writing that they are no longer available for employment either at the University or external to the University; and
- have been in receipt of medical and dental coverage prior to separation from the University.

The parties agree that the University is not providing this benefit coverage and cannot guarantee eligibility requirements, costs, level of benefits and any other matters related to the purchase of such benefit coverage. These aspects shall be the responsibility of the Contract Lecturer and the Carrier (Insurer) selected. Costs vary from year to year dependent on claims experience. Premium rates are available in the Human Resources Department.

Benefit premiums shall be borne, in their entirety, by the Contract Lecturer who chooses to participate in and purchases benefit coverage.

The University shall ensure that each Contract Lecturer who meets the conditions outlined above is apprised of this program prior to the Contract Lecturer's separation from the University.

#### **APPENDIX IV. SALARY PROTECTION (CONTINUATION) PLAN**

A Contract Lecturer who meets all of the following conditions will be eligible to receive eighty percent (80%) of the remaining unpaid salary if disability commences during their appointment:

- a) The Contract Lecturer applied for an appointment;
- b) The Contract Lecturer was deemed the successful candidate for the appointment; and
- c) The Contract Lecturer must cooperate and is required to sign a release to allow the University's medical director designate to substantiate that the employee is totally disabled, and not able to carry out any and all of the duties and obligations of the appointment.

For the following semester a Contract Lecturer who meets all of the following conditions will be eligible to receive eighty percent (80%) of the remaining unpaid salary if their disability continues for the duration of this semester:

- a) The Contract Lecturer applied for the appointment;
- b) The Contract Lecturer was deemed the successful candidate for the appointment;
- c) The Contract Lecturer must cooperate and is required to sign a release to allow the University's medical director designate to substantiate that the employee is totally disabled, and not able to carry out any and all of the duties and obligations of the appointment; and
- d) The Contract Lecturer must have nine (9) or more seniority (experience) credits.

It is understood that the Contract Lecturer will receive the appropriate experience (seniority) points as outlined in Article 15 (Seniority) or Appendix VI (Establishing And Maintaining Priority Of Consideration Status And Seniority Credits For Senior Contract Lecturers) of the Collective Agreement for the applicable semesters.



APPENDIX V. CONTRACT LECTURER ASSESSMENT FORM

1. Is well prepared and organized.							
2. Is effective in facilitating/maintaining a positive class learning environment.							
3. If using, audio-visual tools (e.g. ppt, visio, etc.) are clear, effective and enhance learning.							
<b>C) LEARNING</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>SPECIFIC COMMENTS</b>
1. Stimulates critical thinking and analysis through lecture, discussion, online or in class activities.							
2. Assists students to connect course content with prior learned knowledge.							
3. Actively engages students in the learning process through discussion, questions and/or in class activities.							
4. Provides opportunities for students to learn from one another through discussion or in class activities.							
5. Adjusts pedagogy to individual and/or group needs, as appropriate.							
<b>D) COMMUNICATION &amp; INTERACTION</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>SPECIFIC COMMENTS</b>
1. Expresses ideas clearly and audibly.							
2. Exhibits enthusiasm and a positive attitude toward students.							
3. Encourages student inquiry/class discussion/ student engagement.							
4. Is open to alternate viewpoints from students.							
5. Responds to student questions and incorporates feedback.							
6. Treats students fairly and with respect.							
<b>E. USE THIS SPACE FOR ADDITIONAL/GENERAL COMMENTS.</b>							
If you have concerns about the physical space impeding effective teaching, please forward these separately to your Chair/Director – they are not part of the evaluation process.							





**APPENDIX VI. ESTABLISHING AND MAINTAINING PRIORITY OF CONSIDERATION  
STATUS AND SENIORITY CREDITS FOR SENIOR CONTRACT  
LECTURERS**

This appendix outlines how a Senior Contract Lecturer establishes and maintains “Priority of Consideration” and how they accrue seniority credits.

1. Priority of consideration means:

- a) the applicant was hired prior to August 16, 1993 and has taught in the Department as a Contract Lecturer:
  - (i) in the past four (4) years at least one (1) credit course during at least five (5) semesters with such teaching to include the experience credit equivalents of clause 4. (c) below; OR,
  - (ii) in the past five (5) years during five (5) semesters, a one (1) semester course that never is offered in the other semesters of the academic year including the experience credit equivalents of clause 4. (c) (ii) below.
- b) The applicant hired prior to August 16, 1990, having acquired priority of consideration as defined in clause 1. (a) above, has maintained it by having taught in the department as a Contract Lecturer:
  - (i) at least one (1) credit course in five (5) of the previous nine (9) semesters with such teaching to include the experience credit equivalents of clause 4. (c) below; OR,
  - (ii) a one (1) semester course that is never offered in other semesters, in three (3) of the previous five (5) years, including the experience equivalents of clause 4. (c) (ii) below.

2. Educational Upgrade

The applicant hired prior to August 16, 1990, having acquired priority of consideration as defined in clause 1. (a) above and electing to upgrade their educational qualifications, subject to the following restrictions:

- educational upgrading must be relevant to the academic needs of the University;
- the Contract Lecturer must show proof of registration and successful completion of upgrading or proof of progress at the end of each semester;

and at the discretion of the Chair/Director, maintains priority of consideration

- (i) where at least one (1) credit course has been taught during at least five (5) semesters in the preceding thirteen (13) semesters, while continuing to teach at Ryerson at the same time as they are upgrading their educational qualifications; or
- (ii) where at least one (1) credit course has been taught during at least five (5) semesters in the preceding eleven (11) semesters, while not teaching at the same time as they are upgrading their educational qualifications.

*APPENDIX VI. ESTABLISHING AND MAINTAINING PRIORITY OF CONSIDERATION STATUS AND SENIORITY CREDITS FOR SENIOR CONTRACT LECTURERS*

3. Contract Lecturers who do not acquire and/or maintain priority of consideration as envisaged in clauses 1. and 2. above shall permanently lose their priority of consideration and experience credits as per 4 below and shall be deemed to be Contract Lecturers in the Contract Lecturer Track as per Article 15 during their teaching appointment.

4. Seniority (Experience) Credits

(a) for Departmental teaching appointments commencing on or after August 16, 1992:

- (i) 1/3 unit of seniority (experience) credit per semester of part-time hourly appointment;
- (ii) 1/2 unit of seniority (experience) credit per semester of full or reduced workload sessional appointment;

provided that the total seniority (experience) credits shall not exceed one and one-half (1 ½) seniority points for any single academic year; plus

(b) where total seniority (experience) credits as defined by 4. (a) above differ for two (2) or more candidates by less than 0.12 seniority (experience) credits, those candidates shall be considered as having equal experience.

(c) seniority (experience) credits calculated according to 4. (a) and 4. (b) above shall incorporate the semester hour equivalent of:

- (i) work undertaken in accordance with the provisions of Article 17. 2. (Duties and Obligations); and,
- (ii) seniority (experience) credits arising from a maternity leave according to the provisions of Article 23. 5. (g) (Leaves); and,
- (iii) seniority (experience) credits arising from disability leave according to the provisions of the disability benefit envisioned in Article 22 (Benefits) and;
- (iv) seniority (experience) credits arising from a parental leave according to the provisions of Article 23. 7. (Leaves).

Note: Language regarding the granting of seniority credits for teaching appointments commencing on or after August 16, 1986 (subject to Appendix I (Retired and Limited Term Faculty Members) up to August 15, 1992 can be found in the Historical Letter of Understanding #6 Re: Seniority.

**APPENDIX VII. RIGHTS AND OBLIGATIONS OF RYERSON UNIVERSITY COMMITTEE MEMBERS**



**Rights and Obligations  
of Ryerson University Committee Members**

**For use by all members of all Contract Lecturer Appointment Committees**

**Objectivity**

All Committee members have an obligation to assess and/or hire in an objective, fair, and equitable manner based on the merits, the facts to be considered, and agreed-upon context, in accordance with existing laws and applicable collective agreements. When and where a Committee member feels that they are unable to provide this level of objectivity, they must discuss with the Committee the advisability of recusing themselves from the Committee.

The Chair of the Committee and all Committee members must ensure that the candidate is aware of the factors/criteria s/he is being assessed against. Also, candidates who are interviewed should be allowed to respond to any concerns the Committee expresses about their potential candidacy. Committee members should be respectful/collegial in their interactions with each other so that each member is able to fully participate in the assessment and/or hiring process.

All Committee members also have an obligation to be familiar with and adhere to Ryerson's policies and procedures pertaining to employment equity, conflict of interest, and hiring of foreign nationals, which are all available from the Ryerson Human Resources Web Site. Furthermore, in the case of Committee members who are Ryerson employees, these Committee members are also bound by the terms of their respective collective agreements or letters of appointment.

***Equity:*** Ryerson's employment equity principles specify that the University shall hire and make employment and promotion decisions on the basis of qualifications and merit and that, within this context, the University shall make proactive efforts to increase the participation from the four groups designated for employment equity, namely women, visible minorities, persons with disabilities and aboriginal persons.

***Conflict of Interest:*** Members must disclose if there is a real or perceived conflict of interest with respect to any candidate being considered by the Committee. A conflict of interest occurs when personal interests interfere with the independent judgement required by the member in order to perform their duties and responsibilities in the interest of the university. Beyond the obvious personal or financial conflicts, examples may include situations where the member has acted as an academic supervisor of the applicant or where the member has collaborated with the applicant on a research project or business venture; however, these supervisory and collaborative relationships do not automatically constitute a conflict of interest.

## *APPENDIX VII. RIGHTS AND OBLIGATIONS OF RYERSON UNIVERSITY COMMITTEE MEMBERS*

### **Confidentiality**

Members of a Ryerson University Committee with responsibility for academic personnel matters, will have access to a variety of confidential material, and must therefore be bound by the requirements of confidentiality necessary for the proper functioning of such a Committee and the protection of the interests of the candidates; in particular:

1) In the course of Committee work, Committee members may become aware of plans, opinions and employment experiences provided in confidence by individual applicants or candidates. Confidential reference comments about applicants or candidates will also be received. This information should only be shared or discussed with other members of the Committee.

2) In the course of Committee deliberations and discussions, Committee members will become aware of the perceptions, assessments and views of the other Committee members concerning candidates being assessed. These exchanges for the purpose of assessment are provided in confidence and should only be shared or discussed with other members of the Committee: all Committee members have an obligation to make every effort to respect the dignity and integrity of their colleagues and to sustain a climate in which colleagues are able to function as responsible members of the academic community.

Other discussions aimed at defining the Committee's mandate, such as the academic direction of a department, job requirements, local SRC expectations, etc. are not deemed to be confidential and are subject to external oversight.

Further details concerning responsibilities relating to confidentiality can be found in several University policies, such as the Policy and Procedures Relating to Search Committees and Appointments in the Academic Administration, and also in applicable collective agreements.

### **Consultation**

At times members of Committees may wish to consult with the university administration, their union/association or the Human Resources Consultant supporting the school/department/faculty for advice on issues such as processes related to their Committee, collective agreement interpretation or policy interpretation. The individuals so consulted are governed by similar confidentiality expectations; therefore such seeking of advice from these individuals should be done in a confidential manner, but will not in itself constitute a breach of confidentiality.

If a Committee member observes inappropriate behaviour or activity that contravenes a collective agreement or policy relevant to the Committee's mandate, this member should avail him/herself of the consultation process described in the paragraph above.

*APPENDIX VII. RIGHTS AND OBLIGATIONS OF RYERSON UNIVERSITY COMMITTEE MEMBERS*

**Acknowledgement**

I acknowledge that I have read this document and understand that these are the obligations of Committee members.

I understand that I am expected to retain all Committee material in my possession, including personal notes taken during the course of this Committee's work, for one year after the completion of my term on this Committee. I also understand that I am expected to dispose of this material securely after that period unless notified otherwise by the university.

Name of Committee: \_\_\_\_\_

Name of Committee Member: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #1 OVERLOAD PAYMENTS**

February 6, 2018

To: Linda Barnett  
Staff Representative  
CUPE Local 3904 Unit 1

RE: Overload Payments

This letter will reflect our discussions at the current round of bargaining. Specifically, the parties agreed that should a Contract Lecturer receive an appointment in excess of 30 semester hours (over two semesters) or over 15 semester hours within one semester, such excess shall be paid on an overload basis.

Saeed Zolfaghari  
Vice-Provost, Faculty Affairs

**LETTER OF UNDERSTANDING #2 PROCEDURE FOR DISCRIMINATION AND HARASSMENT PREVENTION INVESTIGATIONS INVOLVING STUDENT APPEALS**

June 9, 2017

To: Linda Barnett  
Staff Representative  
CUPE Local 3904 Unit 1

RE: Procedure for Discrimination and Harassment Prevention Investigations Involving Student Appeals

This letter is to confirm our discussion at the current round of bargaining with respect to the procedure for Discrimination and Harassment Prevention Investigations involving Contract Lecturers.

The parties agree that when a student has filed an appeal based on a violation of the Ontario Human Rights Code, that the matter shall be investigated by the Human Rights Services. The investigation and the final conclusion reached by Human Rights Services shall be communicated to the appropriate Department official, the Contract Lecturer and the Union usually within six (6) weeks from the date that the appeal was received by Human Rights Services. If Human Rights Services is unable to complete their investigation within six (6) weeks, then the parties will make every reasonable attempt to mutually agree to extend the time limits for the investigation.

Saeed Zolfaghari  
Vice-Provost, Faculty Affairs



**LETTER OF UNDERSTANDING #3 COMMUNICATION OF ACADEMIC AND COLLECTIVE AGREEMENT OBLIGATIONS AND DEADLINE DATES**

February 6, 2018

To: Linda Barnett  
Staff Representative  
CUPE Local 3904 Unit 1

RE: Communication of Academic and Collective Agreement Obligations and Deadline Dates

This letter will confirm our discussions at the current round of bargaining. Specifically, at the commencement of each academic year the University shall write to all Chairs/Directors of Schools/Departments, with a copy to the Deans, confirming academic and Collective Agreement obligations and appropriate deadline dates. The communication will also request that the Chairs/Director take appropriate action in order to ensure that all obligations are adhered to on a timely basis.

Saeed Zolfaghari  
Vice-Provost, Faculty Affairs

**LETTER OF UNDERSTANDING #4 REVISED FACULTY/COURSE SURVEY**

February 6, 2018

To: Linda Barnett  
Staff Representative  
CUPE Local 3904 Unit 1

This letter will confirm our discussions at the current round of negotiations. The Union agrees that for the duration of this collective agreement its members will participate in utilizing the Revised Faculty/Course Survey found at Appendix II.

This letter will confirm that the University would not initiate disciplinary measures or deny a reappointment based solely on the results of the Faculty/Course Evaluation.

Saeed Zolfaghari  
Vice-Provost, Faculty Affairs

**LETTER OF UNDERSTANDING #5 BENEFIT IMPROVEMENTS & EMPLOYMENT INSURANCE**

February 6, 2018

To: Linda Barnett  
Staff Representative  
CUPE Local 3904 Unit 1

RE: Benefit Improvements & Employment Insurance

This letter will acknowledge that in consideration of past and future improvements to the benefits package for CUPE Local 3904 Unit 1 that this will satisfy the E.I. requirement of rebating a portion of the refund due to the discounted premiums.

It is also agreed that all future E.I. rebates which may be forthcoming will be used to assist in defraying the increased costs of maintaining the existing insured benefits plans.

Saeed Zolfaghari  
Vice-Provost, Faculty Affairs

## **LETTER OF UNDERSTANDING #6 (HISTORICAL) RE: SENIORITY**

Individuals recommended by an CLAC for appointment under the terms of this Agreement who have taught in the University prior to the Fall term of 1984 but not since August 1984 shall have, for salary classification purposes only, this prior experience assessed as per paragraph 7 of Article XIV of the 1984-1986 Collective Agreement.

The amount of experience of each candidate for the purpose of priority consideration shall be established by the Contract Lecturer Appointments Committee as follows:

- (a) For Departmental teaching appointments commencing on or after August 16, 1986 (subject to Appendix I (Retired and Limited Term Faculty Members) for appointments commencing after December 1988):
  - (i) 1/4 unit of seniority (experience) credit per semester of part time hourly appointment
  - (ii) 1/2 unit of seniority (experience) credit per semester of full or reduced workload sessional appointment; provided that the total credits shall not exceed one (1) for any single academic year.
- (b) For Departmental teaching appointments in the period prior to August 15, 1986, experience credits established by the formula (semesters taught/4 + semesters hours taught/66); and
- (c) For Contract Lecturers whose first appointment in the Department occurred prior to August 16, 1984, additional experience credits will be added for University teaching experience outside the Department prior to August 16, 1984, according to the formula in (b) above.
- (d) Contract Lecturers hired between August 16, 1993 to August 15, 1996 will be granted seniority (experience) credits as defined in clause 12 (1)(b) of the 2001-2004 Collective Agreement for the September 1, 1997 hiring appointment process providing they have worked (completed) at least three (3) semesters of teaching.
- (e) Contract Lecturers hired between August 16, 1993 to August 15, 1996 and who have not completed three semesters of teaching will be granted seniority (experience) credits as defined in clause 12. (1) (b) of the 2001-2004 Collective Agreement when they have completed three (3) semesters of teaching.

**LETTER OF UNDERSTANDING #7 SALARY RATE MAXIMUM – LUMP SUM PAYMENT**

February 6, 2018

To: Linda Barnett  
Staff Representative  
CUPE Local 3904 Unit 1

This letter will confirm the substance of our discussions at this current round of bargaining. Specifically, for the life of this collective agreement (2017 – 2021) current Contract Lecturers whose salary rates are at the maximum of the salary rates outlined in Article 21.1 and, as such, are not eligible for a base salary Service Adjustment shall receive a one-time only non-base salary lump sum payment of \$2500, less appropriate deductions, for each salary year of the Collective Agreement. In order to qualify for this non-base salary lump sum payment, Contract Lecturers must satisfy the criteria outlined in Article 21.

Saeed Zolfaghari  
Vice-Provost, Faculty Affairs

## **LETTER OF UNDERSTANDING #8 CONTINUING APPOINTMENTS**

February 6, 2018

Linda Barnett  
Staff Representative  
CUPE, Local 3904, Unit 1

This letter confirms that the university is prepared to provide continuing appointments (for the Fall and Winter terms only) to the seventy (70) most senior Contract Lecturers starting in the Fall 2018 academic year. Such list will not be included in the collective agreement.

These appointments will be made under the following conditions:

The courses to which the Contract Lecturer will be assigned will not be posted as work available for discharge;

The workload will be either a full sessional or reduced sessional appointment or part-time appointment as determined by reviewing the workload assignments of the individual Contract Lecturers over the previous three academic years;

The Contract Lecturers will not be required to apply each academic year with the provision of Article 14.1(g) continuing to apply;

The appointment will span a period of 4 years and the details of which will be confirmed in individual letters of appointment by the respective Dean.

As outlined in Appendix IV, Salary Protection (Continuation Plan) Contract Lecturers are eligible to receive eighty percent (80%) of their remaining salary for two consecutive terms, subject to the terms of this Appendix. Effective in the Fall 2018 term, Contract Lecturers who receive appointments as outlined in this Letter of Understanding, will be eligible to receive eighty percent (80%) of their remaining salary for an additional consecutive term of their disability, subject to meeting and complying with the applicable terms of Appendix IV.

The Contract Lecturer shall have access to the severance provisions of the collective agreement subject to meeting the applicable terms of Article 25.

Saeed Zolfaghari  
Vice-Provost, Faculty Affairs

**LETTER OF UNDERSTANDING #9 JOINT UNION/MANAGEMENT COMMITTEE ON  
EMPLOYMENT EQUITY**

February 6, 2018

RE: Joint Union/Management Committee on Employment Equity

Linda Barnett  
Business Agent  
CUPE Local 3904, Unit 1

This will confirm the substance of our discussions concerning the University's Employment Equity Program.

The Parties have agreed to a joint union/management committee. The committee will consist of 5 representatives appointed by the University and five members of the local bargaining unit.

The joint committee shall review the current collective agreement and the implementation of policies and procedures currently in the agreement for recruitment and selection of contract lecturers and to identify any systemic barriers which currently exist within the collective agreement and/or in university policies procedures and practices as these relate to the 5 groups designated by the University (women, visible minorities/racialized people, Aboriginal peoples, persons with disabilities and 2SLGBTQ+).

Where appropriate, the committee will make non-binding recommendations to the Provost and Vice President Academic and the Vice President, Equity and Community Inclusion.

Saeed Zolfaghari  
Vice-Provost, Faculty Affairs

**LETTER OF UNDERSTANDING #10 INDIRECT SUPERVISION IN THE SCHOOL OF NURSING: CLINICAL SUPERVISION OF PRACTICUMS**

February 6, 2018

Linda Barnett  
 Staff Representative  
 CUPE, Local 3904, Unit 1

This letter will confirm the substance of our discussions at this round of bargaining concerning the compensation practices in respect of indirect supervision of clinical practicums in the School of Nursing.

Notwithstanding that the parties have negotiated a new compensation standard for indirect supervision (clinical supervision of practicums) starting August 16, 2014, the parties agree as follows:

- a) Contract Lecturers who had an indirect clinical practicum appointment in respect of the 2014/2015 academic year or who had taught such courses in the 2012-2013 and 2013-2014 academic years are grand-parented at the following compensation formula as established by the School of Nursing for this activity, for the duration of their employment with the University.

Indirect Supervision Clinical Courses	Teacher / Student Ratio	CUPE Unit 1 Semester/Contract Hrs per student & total
NSE 32A/B Nursing Practice III	1:10	.69 x 10 = 6.90 hrs
NSE 417 Nursing Practice IV	1:10	.55 x 10 = 5.50 hrs
NSE 418 Nursing Practice V	1:10	.37 x 10 = 3.70 hrs
NCL 700 Nursing Practice I (2 yr degree completion)	1:10	.69 x 10 = 6.90 hrs
NCL 800 Nursing Practice II (2 yr degree completion)	1:10	.37 x 10 = 3.70 hrs

- b) All new hires as of August 16, 2015 are paid at the negotiated rate in the collective agreement as outlined in Article 17.6 b).

Saeed Zolfaghari  
 Vice-Provost, Faculty Affairs



**LETTER OF UNDERSTANDING #11 ACCOMMODATION FOR RELIGIOUS  
OBSERVANCES AND PERSONS WITH DISABILITIES**

February 6, 2018

Linda Barnett  
Staff Representative  
CUPE, Local 3904, Unit 1

The University is committed to fostering a collegial study and work environment that is free of discrimination and harassment on the prohibited grounds outlined in the Ontario Human Rights Code. It is understood and agreed that Contract Lecturers may request reasonable accommodation in the workplace for temporary or permanent disability and/or accommodation for religious observances in accordance with appropriate University policies.

In order to ensure compliance with all applicable legislation, collective agreement provisions and University policies, the University will continue to educate and communicate to all stakeholders about their role and obligations in accordance with the the University's accommodation policies and processes.

Sincerely,

Saeed Zolfaghari  
Vice-Provost, Faculty Affairs

**LETTER OF UNDERSTANDING #12      EMPLOYMENT INSURANCE HOURS**

February 6, 2018

Linda Barnett  
Staff Representative  
CUPE Local 3904 Unit 1

Subject:      Employment Insurance (EI) Hours

This letter will confirm the substance of our discussion at this round of negotiations with regard to Employment Insurance hours for CUPE 3904 Unit 1 Contract Lecturers.

The parties agree that for Employment Insurance purposes only that each hour of work per academic semester shall equal four (4) hours for Employment Insurance purposes only. It is understood that should a Contract Lecturer not teach the complete semester their work hours shall be pro-rated accordingly for insurance purposes.

The parties agree that the formula for Employment Insurance purposes only will be effective September 8, 1998.

Further, the parties agree that this agreement is strictly for Employment Insurance purposes only and is without prejudice to the positions of the parties, and shall in no way affect the interpretation, application and administration of the Collective Agreement provisions 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 Regulations.

Saeed Zolfaghari  
Vice Provost, Faculty Affairs

**LETTER OF UNDERSTANDING #13                      ORIENTATION SESSIONS**

February 6, 2018

Linda Barnett  
Staff Representative  
CUPE Local 3904 Unit 1

Where Faculty specific orientation sessions are offered. The Dean will provide the Union with a copy of the agenda for their respective Faculty's orientation session. During such sessions the Union may make a presentation that will be no longer than twenty (20) minutes in duration, and may hand out its orientation package. The Dean of each Faculty, or their designate, will provide the Union with at least two weeks' notice of the date, time and location of their respective Faculty's orientation session. The Union will be advised of their time slot on the agenda no later than three days prior to the session.

Saeed Zolfaghari  
Vice-Provost, Faculty Affairs

**LETTER OF UNDERSTANDING #14                      COMMUNICATION TO UNIT 1 MEMBERS  
REGARDING UNIT 1 POSITION POSTINGS AND ACCOMPANYING SENIORITY LIST**

February 6, 2018

Linda Barnett  
Staff Representative  
CUPE Local 3904 Unit 1

The University has implemented an on-line recruitment application system that includes electronic postings of Unit 1 position postings and such electronic postings include a link to the Department/School's seniority list.

This on-line recruitment tool includes the ability for applicants to elect to receive electronic notification when postings are available. In addition to this election, the University will, for the life of this Collective Agreement, send an e-mail communication to Contract Lecturers reminding them to access the Unit 1 on-line recruitment application in order to apply for Unit 1 posted position vacancies. Such communication shall be sent to applicants on the posting dates that are outlined in Article 13.4(b) of the Collective Agreement and will include:

- Contract Lecturers currently employed in the teaching Department; and,
- Contract Lecturers with Priority of Consideration in the teaching Department; and
- Contract Lecturers who have taught in the teaching Department within the past six consecutive terms.

Emails shall be sent to both the Ryerson email address and the Contract Lecturer's personal email address on file.

If an applicant experiences any issues with accessing the on-line recruitment tool, the applicant will raise her/his issues with the University and the University shall make every reasonable effort to address the concern in a timely manner.

Saeed Zolfaghari  
Vice-Provost, Faculty Affairs

**LETTER OF UNDERSTANDING #15      INCLUSIVE HIRING PRACTICES**

February 6, 2018

Linda Barnett  
Staff Representative  
CUPE Local 3904 Unit 1

The parties agree on the importance of collecting diversity self ID data from applicants. The parties agree to meet during the term of this collective agreement to discuss the implementation of a diversity self-ID survey and associated protocols as part of the application process.

The parties also agree to meet during the term of the collective agreement to discuss the University's intention to designate one member of the Contract Lecturer Appointment Committee (CLAC) as an equity representative who will receive specialized training from the Office of Equity and Community Inclusion. The University agrees to meet with the Union to discuss the role of the equity representative on the CLAC and the content of the training.

Saeed Zolfaghari  
Vice-Provost, Faculty Affairs

**LETTER OF UNDERSTANDING #16      ACCESS TO FACILITIES**

February 6, 2018

Linda Barnett  
Staff Representative  
CUPE Local 3904 Unit 1

To the extent that Departmental/School/Faculty resources and practices permit, Departments/Schools shall provide Contract Lecturers with the reasonable use of facilities and equipment as are required for the performance of their duties and obligations as outlined in Article 17.

Contract Lecturers shall have access to use general departmental photocopy, printing and other regular office equipment in their Department/School as required for the performance of their assigned duties and obligations.

Consistent with applicable University protocols and practices, Contract Lecturers shall retain access to their University e-mail, workshops offered by Ryerson's Learning and Teaching Office, and the Library (subject to licensing agreements) while employed beyond the terminal date of their appointment, up to and including the last day of the academic year (i.e. August 31).

Saeed Zolfaghari  
Vice-Provost, Faculty Affairs

This Agreement dated at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

For the Board of Governors of  
Ryerson University

\_\_\_\_\_  
President – Mohamed Lachemi

\_\_\_\_\_  
Board Secretary – Julia Shin Doi

For the Canadian Union of Public  
Employees, Local 3904, Unit 1

\_\_\_\_\_  
President – Joe Zboralski

\_\_\_\_\_  
John Girardo

\_\_\_\_\_  
Kelly Train

\_\_\_\_\_  
Genevieve Farrell

\_\_\_\_\_  
Michael Dyck

\_\_\_\_\_  
Linda Barnett