

# **COLLECTIVE AGREEMENT**

**between**

**The University of Ontario Institute of Technology**

**and**

**The Public Service Alliance of Canada**

**for**

**Sessional Lecturers**



**Expiry date: August 31, 2026**

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## Preamble

*Ontario Tech University and Union acknowledge the lands and people of the Mississaugas of Scugog Island First Nation. We are thankful to be welcomed on these lands in friendship. The lands we are situated on are covered under the Williams Treaties and the traditional territory of the Mississaugas, a branch of the greater Anishinaabeg Nation, including Algonquin, Ojibway, Odawa and Pottawatomi. These lands remain home to a number of Indigenous nations and people.*

*We acknowledge this land out of respect for the Indigenous nations who have cared for Turtle Island, also called North America, from before the arrival of settler peoples until this day. Most importantly, we remember the history of these lands has been tainted by poor treatment and a lack of friendship with the First Nations who call them home.*

*This history is something we are all affected by as we are all treaty people in Canada. We all have a shared history to reflect on, and each of us is affected by this history in different ways. Our past defines our present, but if we move forward as friends and allies, then it does not have to define our future.*

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

## Article 1 – Purpose

- 1.01 The general purpose of this Agreement is to establish an orderly collective bargaining relationship between the University of Ontario Institute of Technology (hereinafter referred to as the Employer) and its Employees represented under this Agreement by the Public Service Alliance of Canada (hereinafter referred to as the Union), to ensure the prompt and peaceful resolution of disputes and grievances, and to set forth an agreement covering rates of pay and other working conditions.
- 1.02 The Parties recognize that it is in their common interest to promote and enhance the working relations between the University, the Union and its members, consistent with the principles of mutual respect and cooperation.

## Article 2 – Recognition

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

- ii. employees who are members of another bargaining unit including those who teach (a) degree credit Course(s) on overload;
- iii. tenured and tenure-track and teaching faculty members who hold an administrative appointment;
- iv. employees who are hired on a definite or indefinite term appointment of one (1) year or more including those who teach (a) degree credit Course(s) on overload;
- v. Post Doctoral Fellows who are engaged in teaching, including those who teach (a) degree credit Course(s) unless the Post Doctoral Fellow has applied directly to a Sessional posting;
- vi. persons who have retired from the University who held a tenured or tenure-track or teaching faculty appointment at the University prior to their retirement;
- vii. persons who are Visiting Professors to the University;
- viii. laboratory directors, instructors, tutors, demonstrators or clinical associates;
- ix. those persons employed in a managerial or labour relations confidential capacity with respect to employees in this bargaining unit;

as described in the certificate (#4286-10-R) issued by the Ontario Labour Relations Board dated April 15, 2011.

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

## Article 3 – Definitions

Academic Year - Three (3) Semesters normally starting in September.

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

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

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

Clinical Sessional Instructor – An Employee who is assigned responsibility for the direct or indirect supervision of students in the practicum component of a nursing Course. Clinical Sessional Instructors are a subgroup of the Sessional Lecturer occupational group.

Course – A degree credit course.

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

Dean – The Dean or designate.

Employee – A member of this Bargaining Unit.

Employer – The University of Ontario Institute of Technology (Ontario Tech University).

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

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

Internal Applicant with Priority Status – An Employee who has taught any Course for the University in three (3) different Semesters in the past thirty-six months, provided they meet the requirements for the position as outlined in the job posting.

Local Union – Public Service Alliance of Canada Local 000555.

Office of the Provost – Those employees at the University that are responsible for labour relations

Parties – The University and the Union.

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

Semester – An academic semester (Fall, Winter, Spring/Summer).

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

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

Term – The length of an employment contract.

Union – The Public Service Alliance of Canada representing Employees of this Bargaining Unit.

University – The University of Ontario Institute of Technology (Ontario Tech University).

## Article 4 – Management Rights

- 4.01 The Union recognizes that the management and direction of the working forces are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency;
  - b) hire, assign, discharge, direct, transfer, layoff, recall and suspend or otherwise discipline Employees;
  - c) determine the materials, facilities and equipment to be used, the specifics of the assigned work, the methods and techniques of work, the standards of performance, the schedules of work and number of personnel to be employed;
  - d) establish, enforce and alter from time to time rules, policies, procedures, practices, and regulations to be observed by the Employee.
- 4.02 The Employer shall exercise these rights in a manner that is reasonable, fair and equitable, and in a manner consistent with the spirit of this Agreement. The Union agrees that the fact of the Employer exercising its rights under this Article shall not constitute harassment.

## Article 5 – Union Representation and Activities

- 5.01 The Employer acknowledges the right of the Union to appoint or otherwise select Employees as representatives.
- 5.02 The Union shall determine the jurisdiction of each representative.
- 5.03 The Union shall notify the Employer in writing, and on the Union's website, of the name and jurisdiction of its representatives as well as any updates or changes to that list as they occur.
- 5.04 Whenever possible, a representative shall investigate Employee complaints or process a grievance or undertake any other Union business, outside of their scheduled work times. If this is not possible, the representative shall obtain permission of their Supervisor prior to leaving work, where the Supervisor is readily available.



- 5.05 The Employer shall ensure that new Employees are provided with the Union's website URL.
- 5.06 Duly authorized representatives of the Union shall be permitted to transact official business of the Union with members of the Union or with official representatives of the Employer, on University property, provided such business shall not interfere with the normal operations of the University.
- 5.07 A Union representative shall be entitled to fifteen (15) minutes to provide an overview of the role of the Union at any Faculty wide or University wide orientation event for Employees as long as the Union activity does not conflict with the Employee's scheduled work duties. The Office of the Provost shall notify the Union when an orientation session has been scheduled where a Union representative could be present.
- 5.08 No later than September 30 of each year, the Employer shall pay the Local Union, in one (1) lump sum, the minimum value of five (5) three (3) credit Courses to assist the Local Union in the administration of the Agreement. The Local Union shall have full discretion in how these funds are allotted to its members or member representatives. This sum is inclusive of the Employer's contribution to the PSAC Social Justice Fund and the PSAC Local 000555 Hardship Fund.
- 5.09 The Employer shall recognize PSAC bargaining team members and PSAC Local Executive members for up to two (2) additional consecutive Semesters after their employment contract(s) with the University end, for the sole purpose of conducting Union business.

## Article 6 – No Strike/No Lockout Provision

- 6.01 The Union agrees that there shall be no strike or full or partial withdrawal of services during the term of this Agreement.
- 6.02 The Employer agrees that there shall be no lockout during the term of this Agreement.
- 6.03 Where individuals in a labour dispute, other than those in the Bargaining Unit, engage in a strike and maintain picket lines, and where Employees could suffer personal harm, the Employer shall endeavour to safeguard such Employees.
- 6.04 "Strike" and "lockout" bear the meanings used in the *Ontario Labour Relations Act*.

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

## Article 7 – Correspondence and Information

- 7.01 All regular correspondence between the Parties arising out of or incidental to this Agreement, except where otherwise expressly provided, shall pass between the President of the Union (or designate) and the officer designated by the Employer (or designate). Such correspondence shall be sent via University email.
- 7.02 It is the obligation of the Employee to maintain a current and correct address with the Employer and to advise the Employer of any change to their address.
- 7.03 a) The Employer shall provide the Union with an alphabetical list of all Employees. The Employer shall provide the above list in an agreed upon electronic format to the Union four (4) times per year, within twenty (20) Days of the beginning of each Semester. Such list shall include: name, gender, date of hire and ending date, if any, Faculty of work, position title, salary, home address, telephone number, and University email address. The confidentiality of individual data shall be respected by the Union, which shall use the information only to contact members of the Bargaining Unit.
- b) The Employer shall provide the Union with a list of Employees with Internal Applicant Priority Status four (4) times per year, within twenty (20) Days of the beginning of each Semester.
- 7.04 Upon written request, the Employer agrees to provide the Union with Employer-wide written rules, policies, practices, procedures and regulations directly related to the employment of Bargaining Unit members or the working conditions between the Employer and the Employees.
- 7.05 When an Agreement has been signed, the Employer shall post the text of the Agreement on its website. The Employer shall further make available a copy of the Agreement in each Faculty and shall provide the Union with the number of copies requested by the Union. The Parties agree to share proportionately the cost of producing copies of this Agreement. The Employer shall make the printing arrangements with a printer whose employees are unionized and invoice the Union.
- 7.06 Dated Written Communications
- a) Dated written communications required under this Agreement, unless otherwise specified, shall be sent to the recipient's University email address. Dated written communications shall be deemed to have been received on

the Day after the email was sent. Timing for responses subsequent to a dated written communication shall count from the Day following the date of deemed receipt.

- b) Any time limits in this Agreement may be extended by written agreement between the Parties to the communication.

## Article 8 – Union Security

- 8.01 Every Employee shall, as a condition of continuing employment, become and remain a member in good standing of the Union from the first date of hire. The Employer shall advise new Sessional Lecturers in their letter of appointment that they are included in the Bargaining Unit represented by the Union, and that their employment is based on the terms and conditions set out in the Agreement. The letter shall also include contact information for the Union and a website address where the Agreement may be accessed, and a hard copy of the Agreement, provided by the Union, if requested.
- 8.02 The Employer agrees to deduct from the wages of Employees an amount equal to the monthly membership dues as certified to the University by the Union. The Employer shall remit the amount deducted to PSAC by the 15th day of the month following the month in which deductions were made, in an electronic spreadsheet, with a unique identification number for each Employee, and their name. Other details can be added to the spreadsheet by agreement between the Parties.
- 8.03 Where an Employee does not have sufficient earnings in respect of any month to cover deductions to be made under this Article, the Employer shall not be obligated to make such deduction from the Employee's salary.
- 8.04 For the purpose of applying Article 8.02, deductions from pay for each Employee of each calendar month shall start with the first full calendar month of employment to the extent that earnings are available.
- 8.05 The Employer shall provide a statement of the Union dues deducted for each calendar year on the Employee's T-4 statement.
- 8.06 The Union must provide at least sixty (60) Calendar Days' notice of any change in the monthly membership dues.
- 8.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer and such claim or liability would be limited to the amount actually involved in the error.

- 8.08 Employees shall be advised that they are entitled to be accompanied by a Union representative at any meeting convened with the Employer that includes the Office of the Provost.

## Article 9 – Joint Union/Management Committee

- 9.01 There shall be a Joint Union/Management Committee consisting of three (3) Bargaining Unit representatives appointed by the Union and three (3) representatives from within the University appointed by the Employer.
- 9.02 A Bargaining Unit representative, at the Union's discretion, may continue their appointment on the Joint Union/Management Committee for two (2) additional Semesters after their employment contract with the University ends.
- 9.03 The purpose of the Committee is to review matters of mutual interest arising from the application of this Agreement and to foster communications and co-operation between the Parties, but the Committee shall not have the power to deal with any matters which are properly the subject of a grievance or negotiation.
- 9.04 The Committee shall meet whenever the need arises, normally every three (3) months, unless it is mutually agreed to forgo the meeting.
- 9.05 The Committee shall have Co-Chairpersons appointed by the respective Parties. Each Co-Chairperson shall alternately be responsible for convening and chairing meetings of the Committee.
- 9.06 Minutes of each meeting of the Committee shall be prepared by the Employer and distributed to all Committee members within ten (10) Days of the meeting. The Union may volunteer to prepare the minutes, in which case the Employer shall not object. All members should indicate their agreement of the minutes, or register their comments, within five (5) Days of distribution.
- 9.07 The Joint Union/Management Committee shall function as a forum in which the Parties shall advise each other of anticipated trends or policy changes, of which either may be aware, which may have an impact on the Bargaining Unit.

## Article 10 – Service and Facilities

- 10.01 The Employer agrees that in those Faculties where Employees are employed, the Union shall be provided access to space on existing bulletin boards for the posting of official Union notices.
- 10.02 The Employer agrees that the Union may make use of the Employer's internal post and email services at standard internal user rates for the purpose of

communication on official Union business with its members and the Employer's representative.

- 10.03 The Employer shall assist the Union in locating suitable meeting rooms at standard internal user rates as required for Union business, provided reasonable notice is given and space is available.
- 10.04 Provided prior written approval for the travel has been given by their Supervisor, the Employer shall reimburse the Employee for all reasonable travel expenses incurred for employment-related activities conducted outside the Region of Durham.
- 10.05 The Employer agrees to provide the Union adequate secured office space that shall be shared amongst PSAC Local 000555 units, in an appropriate location on campus.
- 10.06 The Union shall have access to the following additional services of the Employer at standard internal user rates: telephone services, reprographic services and internet access, subject to the protocols determined by the Employer for internal users.
- 10.07 When the Supervisor determines that the Employee requires training for the purposes of acquiring familiarity with software additional to the qualifications required for the appointment, the Supervisor shall arrange for such training.
- 10.08 Each Sessional Lecturer shall be provided with a University email account which is to be used for all University related communication. For the purposes of completing a contract, or for contact regarding potential re-employment, the Sessional Lecturer shall have continued access to the University email account for one (1) additional year after the end of their contract with the Employer.

## Article 11 – Grievance Procedure and Arbitration

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

- 11.01 A grievance is defined as any work-related dispute arising out of the interpretation, application, administration or alleged violation of the specific terms of this Agreement and includes complaints arising under the *Ontario Human Rights Code* and the *Occupational Health and Safety Act*. It is the mutual desire of the Parties that grievances should be addressed as quickly as possible.
- 11.02
  - a) The Employer acknowledges the right and duties of the representatives of the Union to assist Employees in preparing and presenting a grievance.

- b) At any stage of the grievance procedure, the Dean may be accompanied by (a) representative(s) of the Employer.

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

b) Any timelines in this Article may be extended by agreement between the Parties in writing. Given the complex nature of harassment and discrimination, the Parties shall give special consideration to requests to extend timelines for such grievances.

#### 11.04 INFORMAL DISCUSSION:

Before a grievance is filed formally, and whenever it is possible, the Dean and/or the Office of the Provost shall be given the opportunity to resolve the matter in accordance with the following:

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

#### 11.05 STEP ONE:

- a) If a matter is not resolved by the informal discussion with the Dean and/or the Office of the Provost as provided for in Article 11.04 above, a formal grievance may be submitted to the Office of the Provost, with a copy to the Dean for the Faculty in which the Employee works, within ten (10) Days of the discussion provided for in Article 11.04 above, or a written response, if requested, from the Dean in Article 11.04 b). The grievance must be stated in writing by the Union, outlining the facts of the grievance, the Article(s) of the Agreement alleged to have been violated, and the relief sought. The form must be signed and dated by the grievor and a representative of the Union.

- b) The Office of the Provost shall convene a meeting with the Employee, the Union representative(s), and the Dean to discuss the grievance within ten (10) Days of the receipt of the grievance and shall respond to the grievance, in writing, within five (5) Days of this meeting.

#### 11.06 STEP TWO:

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

- 11.07 If the grievance remains unresolved following STEP TWO, the grievance may be submitted to Arbitration as set forth in Article 11.14. If no written request for Arbitration is received within twenty-five (25) Days of the receipt of the decision under STEP TWO, the grievance shall be deemed to have been withdrawn.
- 11.08 Where no answer is given within the time limits specified in the Grievance Procedure, the Union shall be entitled to submit the grievance to the next step of the Grievance Procedure. Any grievance that is not commenced or processed to the next step in the Grievance Procedure within the aforesaid time limits, or as mutually extended, shall be deemed to have been terminated.
- 11.09 A group grievance shall be initiated should more than one (1) Employee be grieving substantially the same alleged violation. Failing resolution of the matter following the informal discussion, as provided for in Article 11.04, a group grievance shall be submitted at the STEP ONE stage. All Employees affected may sign the grievance but only two (2) affected Employees may be present at the informal discussion and at each step of the grievance process. Up to three (3) additional Employees from the group may be called as witnesses. Any agreement under this Grievance Procedure shall be applied to all affected Employees who signed the grievance.
- 11.10 A policy grievance arising directly between the Employer and the Union shall be initiated at STEP TWO of the Grievance Procedure and submitted directly to the Union or the Office of the Provost as applicable. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a grievance directly affecting an Employee or Employees which such Employee or Employees could themselves institute and the regular Grievance Procedure shall not be thereby by-passed. Any grievance by the Employer or the Union as provided in this paragraph shall be commenced within fifteen (15) Days after its occurrence or from the date the Employer or the Union ought reasonably



to have been aware of the occurrence of the circumstances giving rise to the grievance.

- 11.11 An Employer grievance shall be submitted to the Toronto Regional Office of PSAC and shall be originated at STEP TWO. A decision by the Union shall be delivered in writing within ten (10) Days of the hearing provided for in STEP TWO.
- 11.12 The Employee and a representative who accompanies this Employee under this Article shall not suffer a loss in pay as a result of attendance at meetings between the Employer and the Employee as provided for under this Article. Both the Employee and the representative shall provide as much advance notice as possible to their Supervisor of any such meetings that conflict with their Employee responsibilities.
- 11.13 If the Union notifies the Employer in writing of an alleged violation of the Agreement but indicates a decision not to grieve, this decision shall be without prejudice to grievances on similar matters. Furthermore, the withdrawal of a grievance at any step shall be without prejudice to grievances on similar matters if the Employer receives written notification of this decision from the Union.

### **Arbitration Procedure**

- 11.14 If the Employer or the Union requests that a grievance be submitted to Arbitration, it shall make such request in writing addressed to the other Party within twenty-five (25) Days of the written decision of STEP TWO pursuant to Article 11.07.
- 11.15 Grievances shall be heard by a single Arbitrator.
- 11.16 Appointment of an Arbitrator:
- The grieving Party shall propose three (3) arbitrators to the responding Party. If the responding Party cannot agree to the appointment of any of these three (3) candidates, it shall propose three (3) arbitrators to the grieving Party. If none of these three (3) candidates are acceptable to the grieving Party, the Minister of Labour for the Province of Ontario shall be requested to appoint the Arbitrator.

11.17 Authority:

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



- 11.18 No matter may be submitted to Arbitration which has not been properly carried through the Grievance Procedure, except that the Parties by mutual written consent, may extend the time limits fixed in both the Grievance and Arbitration Procedures.
- 11.19 The written decision of the Arbitrator shall be final and binding upon the Parties hereto, and the Employees.
- 11.20 Each of the Parties hereto shall bear one half of the fees and expenses of the Arbitrator.
- 11.21 No adjustment effected under the Grievance or Arbitration Procedures shall be made retroactive beyond the date of the occurrence of the matter or from the date the Employee, or the Union, or the Employer in respect of Article 11.10, ought reasonably to have been aware of the occurrence of the circumstances giving rise to the matter.
- 11.22 Where appropriate the Parties may, by mutual consent, agree to expedite the arbitration process. Expedited arbitration shall proceed by agreed statement of facts and shall require the Arbitrator to deliver a decision orally at the conclusion of the hearing.

## Article 12 – Postings and Appointments

### General

The Employer shall decide the qualifications required for each position where the Employer is considering appointing a Sessional Lecturer. The Employer may choose not to appoint any candidate who applies to a posted vacancy. All offers of employment to Sessional Lecturers are conditional upon sufficient student enrolment in the Course. For the purposes of this Article, Internal Applicant means a Sessional Lecturer who has taught any Course for the University within the past thirty-six (36) months.

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

### 12.01 Priority Consideration Appointment:

Notwithstanding the provisions of this Article, in the event that an Internal Applicant with priority has had two (2) appointments to the Course in two (2) different Semesters within the last two (2) Academic Years as a Sessional Lecturer appointment, the Employer may offer that Employee an appointment to the Course, within the next Academic Year, as a Sessional Lecturer appointment

without posting, as long as such Employee continues to meet the criteria provided in Article 12.03.

#### 12.02 Multiple Appointments:

- a) The Employer, may appoint a Sessional Lecturer to more than one (1) appointment concurrently, either to separate Courses or to more than one (1) section of a single Course up to a maximum of three (3) Courses per term not exceeding the equivalent of seven (7) Courses per Academic Year. Where the Parties agree and in exceptional circumstances a Sessional Lecturer may be appointed up to a maximum of the equivalent of four (4) Courses per term not exceeding a maximum of the equivalent of eight (8) Courses per Academic Year.
- b) The Employer may appoint a Sessional Lecturer to sequential offerings of a Course for as many as six (6) offerings of the Course. Such an appointment may be terminated by either the University or the Sessional Lecturer with three (3) months' notice to the other prior to the next offering of the Course.

#### 12.03 Internal Posting and Appointment:

- a) Prior to posting under Article 12.04 the Employer shall post a position restricted to Internal Applicants. Normally positions shall be posted no less than twenty-five (25) Days prior to the start of the Course. The internal posting shall be posted on the Employer's employment website for a minimum of five (5) Days.
- b) The qualifications of the applicants shall be evaluated against the posted qualifications for the position(s).  
The criteria for selecting a candidate to fill a Course shall consider the Internal Applicant's academic qualifications, teaching competence, ability to perform the duties of the position, and previous applicable academic experience. Criteria are not listed in order of importance.

Where the above listed criteria are, as between or amongst Employees relatively equal, then the number of previous appointments as a Sessional Lecturer to the Course shall govern.

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

Priority shall be given to an Internal Applicant who has taught any Course for the Employer in three (3) different Semesters in the past thirty-six (36) months, provided they meet the requirements for the position as outlined in the job posting. Where two (2) or more Internal Applicants with priority status meet the

requirements of the position(s) the Employer may choose the best qualified candidate.

#### 12.04 External Posting and Appointment Process:

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

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

#### 12.05 Emergency Appointments:

- a) In the event that a candidate is offered a position that was posted and does not sign back the Appointment Letter, or accepts the appointment and abandons the appointment, or a Course becomes available, or there is an unforeseen vacancy twenty-five (25) Days prior to the start of the Course the Employer shall fill the resulting vacancy through whatever means it may choose.

In the event a vacancy exists for a Course that had been posted, the Employer shall review the pool of qualified and available internal applicants who had applied for the position and offer the Course to the internal applicant with the highest number of previous appointments to the Course as a Sessional Lecturer until the Employer has reached two (2) qualified

internal applicants at which point the vacancy shall be filled through whatever means chosen. Should no one accept or be available from the pool of candidates the Employer shall fill the resulting vacancy through whatever means it may choose.

- b) In the event a Course becomes available, or there is an unforeseen vacancy and/or an instructor abandons the appointment any time after the start of the Course the Employer shall fill the resulting vacancy through whatever means it may choose.

#### 12.06 Appointment Letter:

Every Sessional Lecturer, regardless of the process for appointment, shall receive an offer of appointment in the form of an Appointment Letter.

- a) An appointment letter shall include but is not limited to the following information:
  - Salary
  - Payment method;
  - Health and pension if applicable;
  - Deductions;
  - Course assignment;
  - Start date and end date of the contract;
  - A statement that the position is in the bargaining unit represented by PSAC with web references to the Agreement and to the Union, and the [office@psac555.ca](mailto:office@psac555.ca) email address.
- b) The candidate shall have up to ten (10) Days to sign back acceptance of the offer on the Appointment Letter. The offer of employment as a Sessional Lecturer shall be considered to have been withdrawn if not signed back within this period. If such appointments are to more than one (1) Course the candidate shall receive separate Appointment Letters for each discrete Course.
- c) The Employer shall provide the Union a preliminary report within ten (10) Days of the beginning of the Semester that would include Employee Name, Faculty and email address.

#### 12.07 Co-Teaching:

The Employer may appoint more than one (1) Sessional Lecturer to a single Course. In this event, each such Employee shall receive an Appointment Letter and all payments for this work shall be made pro rata to the Employee's contribution to the delivery of the Course. The total of all such payments shall be at least the minimum rate of pay applicable to the whole Course.

## Article 13 – Workload

### 13.01 Scope and Expectations of the Appointment:

- a) The appointment of a Sessional Lecturer, excluding Clinical Sessional Instructors, to teach a Course includes any or all of the following duties and activities whether before the start date or after the end date of the contract:
  - orientation and training sessions whether before the start date of the contract;
  - preparation to teach including development of teaching materials;
  - direct and indirect teaching time in classroom, on-line, laboratory, seminar, fieldwork and individual study formats and settings as required by the Course;
  - consultations with, and guidance and counseling of, students, in person or electronically;
  - preparation, delivery and marking of assignments, labs, tests, and exams;
  - supervision of the work of Teaching Assistants;
  - consultation with the Sessional Lecturer's Dean;
  - re-marking, involvement with appeals etc. prior to the end date set out in the Appointment Letter;
  - other teaching duties as assigned.
- b) For further clarity regarding the appointment of Clinical Sessional Instructors and their duties refer to Letter of Understanding 10.
- c) The specific responsibilities and requirements of this position may be reviewed with the Dean on or before the contract start date. The Parties recognize that the workload associated with a course assignment increases with the number of students enrolled in that course.
- d) It is understood that work may vary from assignment to assignment due to the Employees experience and familiarity with the Course material, the nature of the material presented, student participation etc.
- e) The Sessional Lecturer and/or Dean may request a meeting to review the workload expectations. If there are concerns with the workload the Dean shall make every reasonable effort to address the perceived issues, which may include adding resources to assist the Sessional Lecturer in completing the work, or providing mentorship and/or instruction to address workload issues.

- f) The Sessional Lecturer is expected to comply with all procedures, processes, and deadlines established by the Employer for the delivery of Courses and the assignment of student grades.
- g) The Sessional Lecturer is expected to carry out their duties with all due attention to the establishment of fair and ethical dealings with students.
- h) All Sessional Lecturers are expected to actively incorporate modern information technology in their teaching.

### 13.02 Mode of Delivery:

- a) The Employer establishes the mode of delivery for teaching through its Internal Quality Assurance Process (IQAP). The principal modes of delivery for Courses at the University are face-to-face, hybrid, and fully online.
- b) Once the mode(s) of delivery are established by the Employer for a Course, or a particular section of a Course assigned to a Sessional Lecturer, the Sessional Lecturer is free to innovate within that mode to establish the best pedagogy using the technologies of instruction available.

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

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

## Article 14 – Evaluation

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

14.02 An Employee shall be given an opportunity to acknowledge that they have received a copy of their performance evaluation by signing the copy to be filed. The Employee may attach comments to the evaluation.

14.03 The Employer may administer its process of student evaluation of teaching performance and course quality as may be constituted from time to time. The Employer may use the results of these evaluations only in conjunction with evaluations completed by the Dean for the purpose of making future employment

decisions. For further clarity, the Parties agree that student evaluations shall not be the sole measure used in the determination of future employment decisions.

- 14.04 Sessional Lecturers shall be given no less than five (5) Days' notice that an in class, face-to-face, or electronically monitored (e.g. teleconference, videotaped) evaluation is to take place.
- 14.05 During their first Semester teaching at the University, a Sessional Lecturer may make a written request for an in-class review for the purpose of obtaining feedback and guidance on teaching practices, which shall be scheduled for a class mutually agreed between the Sessional Lecturer and the Dean.

## Article 15 – Employer Policies

### **Intellectual Property**

- 15.01 Sessional Lecturers are “Academic Personnel” under the Employer’s Intellectual Property policy. As such, subject to the modifications below, intellectual property shall be administered according to the Employer’s Intellectual Property policy. This policy is posted on the University’s website.
- 15.02 Notwithstanding the provisions in 6.3(a) of the Intellectual Property policy, the Employer retains the right to negotiate with an intellectual property creator, dependent on factors pertinent to the particular fact situation, a percentage share of commercialization that is of lesser value for the Employer.
- 15.03 If the Employer exercises its right under the Intellectual Property policy to copy, use or modify a Sessional Lecturer’s teaching material, it is the Employer’s responsibility to obtain permissions, for any distributions or publications of that teaching material, from any non-faculty authors with copyright in that material. It is the Sessional Lecturer’s responsibility to identify such authorship.

### **Academic Freedom**

- 15.04 The Employer regards academic freedom as indispensable to the pursuit of knowledge and of service to the common good of society, through searching for, and disseminating, knowledge and understanding, and through fostering independent thinking and expression. These ends cannot be achieved without academic freedom.
- 15.05 Academic freedom of Sessional Lecturers resides at the core of the Employer’s mission and includes the freedom to: teach and discuss; engage in research and define research questions; pursue the answers with rigor; disseminate knowledge; produce and perform creative works; express one’s opinion about the University, its administration, and the system in which one works; and select,



acquire, disseminate, or critique documents or other materials as is relevant in the performance of the Sessional Lecturer's teaching obligations. Accordingly, academic freedom is the right of every Sessional Lecturer.

- 15.06 Sessional Lecturers have an obligation to exercise this freedom with integrity and with due regard for the rights and freedoms of others.
- 15.07 Academic freedom neither confers legal immunity in respect of opinions that may be expressed or activities that may be undertaken, nor does it relieve Sessional Lecturers from the requirement to perform their duties and responsibilities to the Employer.
- 15.08 Sessional Lecturers shall not purport to speak on behalf of the Employer or the Union unless specifically authorized to do so. A statement of affiliation with, or position in the University, or of qualifications relevant thereto, shall not be construed as an attempt to speak on behalf of the Employer.

### **Existing Conditions and Benefits**

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

## **Article 16 – Employment File**

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

## **Article 17 – Discipline, Suspension and Discharge**

- 17.01 The Employer shall not discipline, suspend or discharge an Employee without just and sufficient cause.
- 17.02 The Parties recognize the principle of progressive discipline by adopting the procedures set forth below.
- 17.03 When an Employee is to be disciplined (i.e. documented verbal warning, written warning, suspension or discharge), such discipline shall only be imposed at a meeting with the Dean specifically convened for this purpose. Employees shall be given forty-eight (48) hours' notice and advised that they are entitled to be accompanied at this meeting by a Union representative. A copy of any



disciplinary letter shall be provided to the Union within three (3) Days of such a meeting. A copy of the discipline shall be placed in the employee's employment file.

- 17.04 A documented verbal warning or written warning shall normally precede imposition of a suspension or discharge, except in the case of gross neglect of duty, position abandonment, or gross misconduct, and an Employee shall be given a set and reasonable time period in which to demonstrate the required sustained improvement in the area of concern.
- 17.05 In cases involving alleged serious insubordination or the perception of a continuing threat to the safety of a person or property, the Dean of the Faculty in which the Employee works may suspend an Employee with pay during the period that the Employer investigates the alleged action or behaviour prior to holding a meeting under Article 17.03. This step is precautionary and not itself considered disciplinary. The Employee shall receive a letter advising of the matter being investigated, any restrictions placed on their access to individuals or to the University campus and advising of the right to consult with a representative of the Union. The Union shall also be provided with a copy of this letter. In these circumstances, the Employer shall proceed as expeditiously as possible with a view to minimizing the period of time of the suspension. The precautionary suspension shall continue only until the Dean has returned their decision following the meeting held under Article 17.03.
- 17.06 Employees shall be given an opportunity to acknowledge that they have received a disciplinary letter by signing the copy to be filed. The Employee may attach comments to the letter.
- 17.07 It is agreed that a disciplinary warning letter within an Employee's employment file shall be deemed null and void and removed from the file after the completion of twelve (12) months of employment, excluding the Term in which the disciplinary letter was issued, from the date of the letter and provided that no further discipline has been recorded within the period noted above.

## Article 18 – Pay Administration

- 18.01 Wage rates take effect and are to be paid in accordance with the stipulations of Appendix "A".
- 18.02 Employees are to be paid no later than thirty (30) days after the commencement of their employment, and on a bi-weekly basis thereafter for a period equal to the length of the contract.
- 18.03 Employees are to be paid by direct deposit into the account and institution of their choosing.

## Article 19 – Holidays and Vacation Pay

### **Statutory Holidays**

19.01

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

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

or any other statutory holiday declared by the Employer or province to be a holiday.

b) When a holiday falls on a Saturday or Sunday, the Employer shall set an alternate Day (generally the next working day).

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

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

### **Vacation Pay**

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

## Article 20 – Non Discrimination/Harassment

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

and violate the fundamental rights, personal dignity and integrity of individuals or groups of individuals.

- 20.02 This Article is in accordance with all applicable federal and provincial legislation related to discrimination and harassment such as the *Ontario Human Rights Code*. It also applies to those situations defined as Workplace Harassment under the *Occupational Health and Safety Act*. The Employer's Policy on Non Discrimination/Harassment should be consulted whenever there are concerns about violence in the workplace including domestic violence.
- 20.03 The Parties acknowledge that the University has a duty to accommodate as set out in the *Ontario Human Rights Code*. In situations where an Employee requires an accommodation, the University and the Employee shall make every reasonable effort to reach the required resolution.
- 20.04 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for pursuing rights under this Article or for participating in proceedings under this Article. Any such alleged reprisal or retaliation or threat thereof shall be equivalent grounds for laying a complaint under this Article.

### *Discrimination*

- 20.05 Except as permitted by law, the Parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced by or against any Employee by reason of race, ancestry, place of origin, colour, ethnic origin, gender identity, gender expression, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability as these terms are defined by the *Ontario Human Rights Code*. The Parties further agree that there shall be no discrimination interference, restriction, or coercion exercised or practiced toward any Employee in respect to their employment by reason of their membership or activity or non-activity in the Union.
- 20.06 This Article shall not infringe upon the implementation of special programs designed to relieve hardship or economic disadvantage or to assist disadvantaged persons or groups to achieve or attempt to achieve equal opportunity.

### *Harassment*

- 20.07 There shall be no harassment or sexual harassment exercised against or by any Employee.
- 20.08 *Harassment* means engaging in a course of vexatious comment(s) or conduct that is known or ought reasonably to be known to be unwelcome. Harassment may be related to one (1) or more of the prohibited grounds of discrimination under this Article. Harassment includes sexual harassment, personal

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

- 20.09 *Sexual Harassment* includes engaging in a course of vexatious comment or conduct because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or reasonably ought to be known to be unwelcome, or making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit of advancement and the person knows or ought reasonable to know that the solicitation or advance is unwelcome. Examples of sexual harassment include (a) comment(s) or conduct of a sexual nature such as, but not limited to, sexual assault, verbal abuse or threats, unwelcome sexual invitations, or requests, demands for sexual favours or unwelcome innuendo or taunting about a person's body, physical appearance, sexual orientation or gender expression.
- 20.10 *Personal Harassment* includes conduct and/or behaviour(s) which create an intimidating, demeaning or hostile working or academic environment whether or not it is based on the prohibited grounds defined in the *Ontario Human Rights Code* and listed under this Article.
- 20.11 *Workplace Harassment* is defined under the *Occupational Health and Safety Act* as engaging in a course of vexatious comment(s) or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.
- 20.12 Harassment does not include:
- a) interpersonal conflict or disagreement; or
  - b) the proper exercise of management's rights and/or performance evaluation.
- 20.13 An Employee alleging a violation of this Article may file a grievance in accordance with Article 11 – Grievance Procedure and Arbitration.
- 20.14 Any level in the Grievance Procedure shall be waived if a person hearing the grievance is the subject of the complaint. No other level of the Grievance Procedure shall be waived, except by mutual consent.
- 20.15 Nothing in this Article precludes the Employer from conducting an investigation into an allegation of harassment or discrimination. The Employer shall notify the Union of any investigation into an allegation of harassment or discrimination made against an Employee and the Employee shall be notified of their right to Union representation prior to any meeting with the Employer.
- 20.16 No Employee against whom an allegation of discrimination or harassment has been made shall be subject to any disciplinary measure before the completion of any investigation into the matter, but may be subject to other interim measures where necessary as per Article 17.05.

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

## Article 21 – Health and Safety

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

21.02 The Parties shall cooperate in developing and promoting rules and practices to maintain a safe and healthy workplace. The Employer shall make all reasonable provisions for the occupational health and safety of Employees, and furthermore recognizes that violence, harassment, and discrimination negatively impact the health and safety of Employees.

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

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

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

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

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

- 21.08 The Union has the right to appoint and be represented by an Employee representative from the Bargaining Unit on the Employer's Joint Occupational Health and Safety Committee. Union members of the Occupational Health and Safety Committees shall be entitled to attend educational courses and seminars sponsored by any agencies or the Union for instruction and upgrading on health and safety matters outside of their scheduled work hours. These Union representatives may be the same persons appointed by the Union under the agreement between the Parties covering the Teaching Assistants and Research Assistants and Invigilators and/or the Post Doctoral Fellows. The Union representative, at the Union's discretion, may continue their appointment on the Joint Occupational Health and Safety Committee for two (2) additional Semesters after their employment contract(s) with the University end.
- 21.09 The rate of pay for the Union representative on the Joint Occupational Health and Safety Committee shall be \$50 per hour. The representative shall receive eight (8) hours of pay for each of the fall and winter Semesters and four (4) hours of pay for the spring/summer Semester. If time spent on mandated Joint Occupational Health and Safety Committee duties, that have been approved by the Office of the Provost, exceeds these hours, extra hours shall be paid at the same rate.
- 21.10 The Employer shall provide appropriate training to the Employees as required under the *Occupational Health and Safety Act*. The appropriate training shall be considered part of the assigned duties. In addition, the Supervisor shall ensure appropriate hazard specific training is provided to the Sessional Lecturer.
- 21.11 While the Employer is ultimately responsible for health and safety, the Employee shall ensure that any student, teaching assistant or other person under their care or jurisdiction is informed of any known health and safety hazards and the requirement to follow procedures or policies established by the Employer and associated with the safe handling of materials or equipment, including the requirement to use any protective devices, clothing or equipment.

## Article 22 – Leaves of Absence

- 22.01 The Employer may in its sole discretion grant leaves of absence with or without pay to Employees for legitimate personal reasons. Such leaves shall not be unreasonably withheld.
- 22.02 Leaves shall not operate to extend the term of a contract.

## **Pregnancy and Parental Leaves**

22.03 Employees shall be eligible for pregnancy and/or standard or extended parental leave in accordance with the *Employment Standards Act* of Ontario.

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

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

22.05 Parental leave, separate from pregnancy leave, shall be extended to any Employee who becomes a parent of a newborn or newly adopted child(ren). The birth parents shall be entitled to a leave of up to sixty-three (63) weeks. The adoptive parent(s) shall be entitled to a parental leave of up to sixty-three (63) weeks.

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

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

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

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

## **Bereavement Leave**

- 22.10 Bereavement leave to arrange or attend the funeral of an immediate family member shall be granted by the Employee's Dean. The paid portion of such leaves shall be based on the amount of time the Employee is scheduled to work that week and shall not exceed five (5) Days for that Employee, except in instances where extensive travel is required outside of Canada, in which case the Dean at their discretion may give the Employee up to two (2) additional days of paid leave for travel purposes.
- 22.11 For the purpose of Article 22.10, immediate family is defined as the Employee's spouse, common law spouse, same-sex partner, son, daughter, children of the Employee's spouse, children of a common law spouse, children of a same-sex partner, step-children, ward, brother, sister, father and mother.
- 22.12 Bereavement leave to arrange or attend the funeral of an extended family member shall be granted by the Employee's Dean. The paid portion of such leaves shall be based on the amount of time the Employee is scheduled to work that week and shall not exceed three (3) Days for that Employee, except in instances where extensive travel is required outside of Canada, in which case the Dean at their discretion may give the Employee up to two (2) additional days of paid leave for travel purposes.
- 22.13 For the purpose of Article 22.12, extended family is defined as step-father, step-mother, foster parent, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law.
- 22.14 It is recognized by the Parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided above.

## **Court Leave**

- 22.15 Upon written request, an Employee shall be granted leave without loss of pay when summoned to serve for jury duty or jury selection, or when subpoenaed as a witness to court proceedings to which the Employee is not a party.
- 22.16 Upon return to work the Employee shall provide the Employer with written confirmation of the date(s) and time(s) on which they served.
- 22.17 The Employee shall provide their Dean with as much notice as possible of such court proceedings so that alternate coverage can be arranged.



22.18 Time spent on leave under Article 22.15, equal to one (1) Semester or greater, shall not count as employment for the purpose of Article 12.

### **Labour Conferences and Conventions and Union Training**

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

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

### **Unplanned Leave**

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

### **Academic Conferences**

22.22 Subject to the approval of the Dean and supported by a copy of the invitation to make a presentation as part of an academic conference relevant to the Employee's discipline, an Employee shall be granted conference leave without loss of pay not to exceed four (4) Days of scheduled work. Conference leave may only be taken twice between September 1 and the following August 31. The Employee must provide as much notice as possible to their Dean, but in no event, less than two (2) weeks. In approving such a leave, the Dean and the Employee shall determine how the missed work can be made up.

### **Gender Affirming Surgery Leave**

22.23 An Employee who provides a certification confirming that the Employee requires a leave of absence in order to engage in medical and/or legal processes or procedures related to gender affirmation shall be granted an unpaid leave.

## **Employment Standards Act Leaves**

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

## **Article 23 – Benefits**

### **Employee Family Assistance Program**

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

### **Pension Eligibility**

23.02 Sessional Lecturers may be eligible to contribute to the UOIT defined contribution pension plan (UOIT DCP) if the terms of their employment meet the minimum requirements set out in the UOIT defined contribution member booklet. Details of the UOIT DCP are available on the University's website. For the purposes of the requirement of the UOIT DCP to complete twenty-four (24) months of continuous employment, an interruption of employment of sixty (60) calendar days or less shall not interrupt the period of continuous employment.

If a Sessional Lecturer becomes eligible to join the UOIT DCP, Human Resources shall contact the Sessional Lecturer directly. For eligible Employees the required Employee contribution rate is three percent (3%) of the Employees pensionable earnings, and the Employer contribution rate is six percent (6%) of the Employee's pensionable earnings.

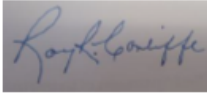
## **Article 24 – Duration**

24.01 The terms of this Agreement shall become effective upon the date of ratification by both Parties and shall be in effect until August 31, 2026.

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

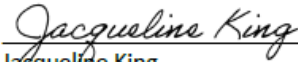
Signed this 28th day of June 2023.

For the University of Ontario Institute of  
Technology:



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Roy Conliffe  
Director, Employee & Labour Relations



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Jacqueline King  
Senior Labour Relations Specialist

For the Public Service Alliance of Canada:



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Craig Reynolds  
Regional Executive Vice President, PSAC



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Angelo DiNardo  
Bargaining Team Member



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Danny Pincivero  
Bargaining Team Member



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Kadeen Briscoe  
Bargaining Team Member



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Rachel Besharah  
Negotiator, PSAC

## Appendix A – Compensation

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

Effective Date	<b>Standard Rate</b> of Pay Per 3 credit hour Course <sup>1,2</sup>
September 1, 2021	\$7,794
September 1, 2022	\$7,872
September 1, 2023	\$8,029
September 1, 2024	\$8,270
September 1, 2025	\$8,518

Effective Date	Premium Rate of Pay Per 3 credit hour Course <sup>1,2</sup> – <b>Premium Rate A</b>
September 1, 2021	\$8,381
September 1, 2022	\$8,465
September 1, 2023	\$8,634
September 1, 2024	\$8,893
September 1, 2025	\$9,160

Effective Date	Premium Rate of Pay Per 3 credit hour Course <sup>1,2</sup> – <b>Premium Rate B</b>
September 1, 2021	\$8,911
September 1, 2022	\$9,000
September 1, 2023	\$9,180
September 1, 2024	\$9,416
September 1, 2025	\$9,739

1. If a Course has more or less than three (3) credit hours the minimum shall be pro rata to the credit value of the Course.
2. Rates include all statutory vacation and holiday pay.
3. Sessional Orientation Compensation of \$200 shall be paid separately, based on previous practice, as long as this program is offered.
4. The retroactive September 1, 2021 increase shall be paid out to Employees who are actively employed in the Fall 2021 and Winter 2022 Semester. Payment will be issued on a one (1) time basis per contract, based on the term(s) they were employed in the 2021-22 Academic Year and paid out during the first term they work in either the Spring/Summer 2022 Semester or the Fall 2022 or Winter and Spring/Summer 2023 Semester.

5. Cancellation Rate

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

6. Follow-on Work Rate

In the event that the University requires the Sessional Lecturer to participate in formal student appeals, discipline, work supporting accreditation activities, or deferred exams that run into the subsequent Semester, after the termination date set out in the appointment letter, the Sessional Lecturer shall be paid an hourly rate of \$50.00 per hour to a maximum of \$400.00. The Dean shall work with the Sessional Lecturer affected to establish the nature, timeline and expected duration of such work prior to it being performed.

## Letter of Understanding #1

Between

The Public Service Alliance of Canada

and

The University of Ontario Institute of Technology

The Parties agree to have input and mutual agreement to the content of Sessional Lecturer appointment letters. Such agreement shall not be unreasonably withheld.

## Letter of Understanding #2

Between

The Public Service Alliance of Canada

and

The University of Ontario Institute of Technology

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

## Letter of Understanding #3

Between

The Public Service Alliance of Canada

and

The University of Ontario Institute of Technology

The Parties agree to have further discussions regarding health and pension benefit alternatives should the University undertake similar pension and benefit discussions with other part-time employment groups.



## Letter of Understanding #4

Between

The Public Service Alliance of Canada

and

The University of Ontario Institute of Technology

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

## Letter of Understanding #5

Between

The Public Service Alliance of Canada

and

The University of Ontario Institute of Technology

### **Clinical Sessional Instructor Training Allowance for Those Engaged in Direct Teaching**

The Parties recognize that placement agencies may require Clinical Sessional Instructors involved in direct teaching to complete agency specific training and/or orientation regarding hospital systems (e.g., documentation, medication systems, etc.), policies and procedures and may shadow a placement agency employee prior to the start of their direct teaching duties.

To facilitate compliance, the Employer shall provide a Training Allowance of \$200 to each Employee per contract provided that an Employee works as a Clinical Sessional Instructor engaged in direct teaching at a placement agency. Such payment will be provided when such orientation is required to perform the essential duties of the Clinical Sessional Instructor involved in direct teaching. This training allowance is added to the last pay period of the contract(s) for that Semester.

Placement agencies shall communicate required orientation/training to Employees. Training/Orientation may be online or face-to-face or some combination of modes of delivery. Clinical Sessional Instructors engaged in direct teaching at a placement agency shall upon successful completion of all required orientations in a qualifying Semester notify the Dean via email.

Clinical Sessional Instructors involved in direct teaching who obtain additional contracts at a placement agency where they have already completed an orientation and are not required to repeat it by the placement agency or work at a facility where an orientation is not required, shall not be entitled to this training allowance.

## Letter of Understanding #6

Between

The Public Service Alliance of Canada

and

The University of Ontario Institute of Technology

The Parties agree to have further discussions regarding telework/remote work within four (4) months of ratification of this Agreement.

## Letter of Understanding #7

Between

The Public Service Alliance of Canada

and

The University of Ontario Institute of Technology

The Parties agree to the principle and spirit of equity, diversity inclusion, decolonization and indigenization for all Employees of the Bargaining Unit and working to correct the institutional conditions of disadvantage in employment experienced by Employees. The Parties also agree to study and address the causes and consequences of systemic discrimination that are within the purview of the Parties and to work toward addressing conditions of disadvantage in employment, from groups that have been historically disadvantaged and marginalized, including First Nations, Metis and Inuit peoples, Indigenous peoples of North America, racialized persons, persons with disabilities, and those who identify as women and/or 2LSGBTQ+.

The Employer further agrees to establish a University wide employment equity committee inclusive of one (1) Bargaining Unit representative.

## Letter of Understanding #8 – Right to Disconnect

Between

The Public Service Alliance of Canada

and

The University of Ontario Institute of Technology

The Parties acknowledge that the requirement to have Employees disconnect from work during particular periods of time and under specific circumstances, without fear of reprisal or disciplinary action, represents the intent of Bill 27 as presented by the provincial government and as having received royal assent on December 2, 2021.

The Parties further agree that the requirements, obligations, and commitments of employers pursuant to Bill 27, including but not limited to, regulations governing the contents of employers' policies about disconnecting from work, have not been clarified at the time of ratification of this Collective Agreement.

The Employer fully intends to continue the consultation process involving its counterparts across the post-secondary education sector and commits to an ongoing consultation with PSAC for the purposes of ensuring the intent and effect of Bill 27, once known and understood, forms the basis of the current Collective Agreement. The Employer shall commit to a sixty (60) day consultation period with the Union after the University policy regarding Bill 27 has been officially rolled out.

## Letter of Understanding #9 – Multi-Term Appointments

Between

The Public Service Alliance of Canada

and

The University of Ontario Institute of Technology

The Parties agree, without prejudice and precedent to the following terms:

1. The University shall offer in writing at least four (4) multi-term appointments (MTA) for the Fall 2024 term in more than one (1) Faculty.
2. Such written offers shall provide the number of courses offered and start and end dates of the multi-term appointment.
3. Each MTA shall be for a duration of not more than six (6) offerings of the Course.
4. The decision to make a specific course subject to an MTA is entirely at the discretion of the Dean, who must commit to the funding. Such decisions are not grievable unless there is a violation of the collective agreement.
5. The Parties shall hold a meeting in May 2025 to discuss the outcomes of the pilot project.

## Letter of Understanding #10

Between

The Public Service Alliance of Canada

and

The University of Ontario Institute of Technology

A Clinical Sessional Instructor (CSI) is an Employee who is assigned to teach nursing students directly in their practicums (agency or simulation based experiential learning opportunities within the curriculum) and/or to indirectly supervise students while students are attending a practicum placement with (a) designated preceptor(s).

Duties related to the position, which shall be in accordance with University and departmental practices, include any or all of the following duties and activities:

- a. Orientation and training sessions (for Clinical Sessional Instructors engaged in direct teaching see Letter of Understanding #5) ;
- b. Meeting health and safety requirements required by a clinical agency;
- c. Preparation for teaching including development of teaching materials to support practicum education, selection of appropriate patient assignments;
- d. Direct and indirect teaching time in a classroom, on-line, laboratory, simulation, seminar, fieldwork, practicum placement, individual study formats and settings as required by the Course/practicum placement;
- e. Consultation with, and guidance and counseling of students in person or electronically within reasonable contact hours;
- f. Preparation, delivery and marking of assignments, labs, tests, exams, evaluations, and submission of grades related to the practicum aspects of the course;
- g. Consultation with individuals overseeing the practicum placement and with the Dean as necessary;
- h. Re-marking, involvement with appeals etc. prior to the end date set out in the Appointment Letter;
- i. Indirect supervision of students; through the establishment and maintenance of positive relationships within a triad model of supervision between the student, preceptor (hospital employed staff nurses), and the CSI. The CSI shall act as an academic liaison by supporting the student and preceptor on matters related to the student's learning and performance in the practicum;
- j. Direct supervision of students; onsite supervision and education of students in practicum and clinical settings;

- k. Ensuring University policies and processes are followed, learning objectives are met, ongoing assessment and evaluation of student progress;
- l. Other teaching duties as assigned, within the scope of the position.

At the time of course assignment the Employer shall make every reasonable effort to facilitate access to the placement management system and communicate where facility training and orientation requirements can be found.

Subject to the limitations arising out of the confirmation of a practicum arrangement with a third party, and availability of information, the Employer shall provide, where possible, the CSI facility specific training requirements at least two (2) weeks in advance of the start date of the course.

An orientation will be provided to all CSIs by the Faculty or practicum Course lead, prior to the commencement of the Course, to further discuss Course expectations. Should a CSI not be able to attend the orientation they are expected to review the material provided.



## Letter of Understanding #11

Between

The Public Service Alliance of Canada

and

The University of Ontario Institute of Technology

Upon written request from the Local, pertaining to an individual Sessional Lecturer, the Employer shall extend access to a University email account to a specifically identified Internal Applicant Sessional Lecturer, for the remaining period of time that the Employee maintains such status.