

MEMORANDUM OF AGREEMENT

Between

UNIVERSITY OF GUELPH

And:

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 3913 UNIT 1

March 18, 2024

1. The Parties herein agree to the items of this Memorandum as constituting full settlement of all matters in dispute.
2. The Parties herein agree that the term of the Agreement shall be from September 1, 2023 to August 31, 2026.
3. All items will come into effect within ninety (90) days of ratification by the parties, unless specified otherwise with retroactivity to the start date of the new Collective Agreement.
4. It is agreed the Parties herein may, in preparing the Collective Agreement and by agreement, amend dates, correct typographical errors, make miscellaneous housekeeping amendments and delete redundant implementation information.
5. A final updated Schedule A detailing all positions in the Bargaining Unit will be presented to the Union prior to printing of the Collective Agreement.
6. The undersigned representatives of the Parties herein agree to unanimously recommend complete acceptance of all the terms and conditions of this Memorandum to their respective principals.
7. The parties acknowledge that implementation may be affected by ongoing IT systems issues at the time of agreement.
8. It is understood that both Parties shall endeavor to take this agreement to their respective principals for the purposes of ratification at the earliest opportunity.
9. The Parties herein agree that the said Agreement shall include the terms of previous Collective Agreement which expired on August 31, 2026 the previously agreed to amendments signed off will be incorporated and all matters agreed to on March 18, 2024 as outlined on the attachment to this Memorandum.

For the University



For the Union



Appendix A

1.01

The scope and purpose of this Agreement is to establish and maintain an orderly employment relationship between the University and its employees represented by the Union; to provide mechanisms for the prompt and equitable handling of employment related complaints and grievances; to promote cooperation and understanding between the University and its employees; and to jointly recognize the mutual value of continued dialogue in all matters relevant to working conditions, hours of work, wage scales and other employment related matters, including mental and physical health and safety.

1.04

- (e) Modes of course delivery are outlined in Appendix ~~XX~~ 'DE Section' and 'In-Class Section' ~~refer to sections of a Course when the Course has more than one section. In instances where there is only one section of a Course and it is either 'DE' or 'In-Class' the term 'DE Course' or 'In-Class Course' shall apply; when more than one offering of the same course occurs during a semester, each offering shall be referred to as a section and each section will identify the mode of delivery;~~

5.01

- (a) The University and the Union agree that there shall be no discrimination, interference, restriction, coercion, harassment or intimidation exercised or practised with respect to employees in any matter concerning the application of the provisions of this Agreement by reason of age, race, indigeneity, creed, colour, ancestry, place of origin, ethnic origin, citizenship, language, religious belief, political affiliation or activity, sex ~~(including pregnancy)~~, gender, gender identity or expression (including transgender), sexual orientation, personal characteristics, experience of domestic or sexual violence, marital status, family status, same-sex partner status, socio-economic status, class background, mental illness, addiction as articulated in Ontario Human Rights law, record of offences (except where it relates to a bona fide qualification because of the nature of employment), physical handicap or disability (as defined by the Ontario Human Rights Code), academic school of thought (subject to Article 21, the instructions of their supervisor, and the University's right to determine course content), nor by reason of the employee's non-membership, membership or activity in the Union, nor by an employee's exercise or non-exercise of any provision or right under this Agreement.

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8.02 Informal Grievance Stage

- (a) The University and the Union mutually agree that it is the desire of the Parties hereto that grievances of employees shall be adjudicated/dealt with as quickly as reasonably possible. If an employee has a grievance, they shall first discuss the matter, at a meeting arranged for this purpose, with their Chair/Director, ~~with or without a Union Designate~~, within fifteen (15) days after the employee would reasonably be expected to have become aware of the circumstances giving rise to the grievance. The Chair/Director or Member may request that a representative of FASR or CUPE 3913 participate in the informal grievance process. If a FASR or CUPE representative participates, a representative from the other will be invited to participate.

9.05

- (g) The University shall notify the employee of the tentative results of the investigation within ten (10) days of the results being known. Such notification shall inform the employee that discipline will not be imposed and that the investigation is closed, or that the University believes discipline is warranted.

9.07

~~It is agreed that disciplinary/warning letters within an employee's Human Resources File shall be removed after an eight (8) month period from date of issue, provided that no further discipline has been recorded within that eight (8) month period. Provided that there has been no subsequent disciplinary action taken against the employee, all documents relating to a disciplinary action shall be removed from an employee's Human Resources file:~~

- (i) twelve (12) months from the date the disciplinary action was recorded in the file; or
- (ii) where the employee has taught the equivalent of at least a half (0.5) work assignment, whichever occurs first.

10.01

- (c) ~~In unusual circumstances, proportionate Teaching Assistant work assignment arrangements of less than 0.5 but no less than 0.25 (half) may occur and will be paid for as per the Schedule B wage rate for duties solely related to invigilating or solely related to grading/marking in a single course no more than 2 courses. Such appointments, where anticipated, will be posted, in accordance with 11.01. Levels of consideration as described in 11.04(d) will be used for hiring purposes. Where this 'extra' work is unanticipated the work shall first be offered to incumbent Teaching Assistants, if applicable; if no one accepts, then the work shall be offered to applicants with applications on file; if no one accepts, then the work shall be offered to a person deemed qualified.~~

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(g) In new offers beginning 30 days after ratification, there will be an annual maximum of the equivalent of 2.0 work assignments which form the Job Security Period, except in the College of Arts which will have an annual maximum of the equivalent of 3.0 work assignments. In the College of Arts, students who wish to decline their summer guaranteed work assignment will be offered a scholarship (half the value of a GTA) instead and will not be eligible to apply for a position at the University during that same semester.

10.02

(a) It is the joint responsibility of the supervisor and the employee to ensure that the total hours of work, as defined in the employee's contract of employment, are not exceeded on a weekly and/or semesterly basis without compensation as set out in 10.01 (c), (d) and (e). To meet this responsibility, a meeting between the employee and their supervisor shall be held within five (5) days of the commencement of their employment. This meeting shall be included in the assigned hours of work. During this meeting, the supervisor shall describe the responsibilities to be completed, giving details and the scheduling of assignments, dates by which grading is to be completed, and estimated hours of work, if possible, with the employee having the opportunity to discuss this assignment with the supervisor. The results of this discussion shall be outlined in an Assignment of Work Agreement (Appendix C) and shall be signed and dated by both the employee and supervisor. The supervisor and employee will each retain a copy of this signed and dated Assignment of Work Agreement.

10.04 It is understood that employees are not expected to be always available. There will be realistic requirements of availability, including via email, and timing of work (both hours when employee availability is required and parameters for work that can be done flexibly over a particular period of time) that can be discussed between the employee and the supervisor and included in the Assignment of Work Agreement.

11.01 Posting Procedure

(b) In order to provide consistency, where applicable, all postings shall include the following:

(5) if possible, the number and load of work assignments(s) available (appropriate loads are 0.5, 0.75, 1.0 or higher except for ~~unusual~~ circumstances outlined in 10.01(~~b c~~));

(c) Where a course has sections being offered in more than one mode of delivery both In-Class and DE section(s), the different sections DE section(s) shall be posted separately by format ~~from the In-Class section(s)~~.

11.02

(a) All Bargaining Unit work assignments shall be posted on the job posting website (in accordance with the provisions of 11.01) as they arise and for a minimum of ten (10) days or until ~~six (6)~~ ten (10) days prior to the commencement of the work assignment.

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11.03 Applicant Profile and Online Application Process

- (a) All applicants for work assignments, including applicants with their job security period (JSP), must apply directly via the job posting website providing an application and curriculum vitae for each of the work assignments for which they seek employment. The home Department (or in one of their Departments for some interdisciplinary programs) of all incoming graduate students with a job security period must inform the students of their need to apply. It is the responsibility of the employee to demonstrate evidence of qualifications, current level of consideration and accrued seniority points, at the time of application. The online process shall provide applicants with a clear and simple format by which to be able to determine their relevant 'level of consideration' and 'seniority points').

11.04 Selection Process

- (c) In all cases of job competition, the University's selection criteria shall only include: qualifications (academic and professional), competence, capability, skill and ability, ~~and~~ prior relevant experience, and availability for the time and location of the course. In cases where applicants are demonstrably equal in the opinion of the University, the senior applicant shall be awarded the work assignment.

- (d) Levels of consideration for work assignments will be as follows:

- (1) candidates who are applying for positions within their home Department (or in one of their Departments for some interdisciplinary programs) and are still within their Job Security Period (as defined in 1.04(n)) will be considered first; and then,
- (4) candidates at any level applying for work in their home Department (or in one of their Departments for some interdisciplinary programs) who have already been assigned to a work assignment(s) in their home Department totalling 140 hours per semester ~~and who are no longer within their Job Security Period.~~ Once a candidate has been assigned a 1.0 work assignment under this level of consideration that candidate will have to wait to be considered for additional work assignments until other applicants in this level of consideration have also been assigned to a 1.0 work assignment. 11.04(d)(4) only applies where a candidate is applying for work assignment(s) in their home ~~d~~Department (or in one of their Departments for some interdisciplinary programs).
- (5) candidates applying to additional work assignment(s) outside their home ~~d~~Department (or in one of their Departments for some interdisciplinary programs) will be considered for work assignments(s) in those ~~d~~Department(s) as per levels (2) and (3) of consideration above.

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- (e) (3) The Chair of the Selection Committee must ensure that all members of the Committee have attended an orientation session with DHR and FASR completed anti-bias training at least once during each three-year cycle.

11.05 Work Assignments covered under the Job Security Period

- (e) The University shall ensure that all incoming graduate students are provided with specific information from the Office of Graduate and Postdoctoral Services in their Offer of Admission letter which clearly specifies (when applicable) the guaranteed work assignment income and non-employment income that will be available to the student during the course of their period of Graduate studies. The commitment to guaranteed work assignment income as indicated in this correspondence will define the Job Security Period for Unit 1 employment purposes. The guaranteed work assignment and non-employment income specified in the Offer of Admission letter can only be adjusted in accordance with (h) and any provisions specified in the Offer of Admission letter that permit external scholarship income to be substituted for non-employment income.
- (f) The Union and the University recognize that it is the responsibility of students to apply for positions for the semester(s) or year(s) stated on their Offer of Admission letter per Article 11.03(a) in order to be considered for a position(s). The University will inform incoming and current graduate students each semester that they must apply for work assignments electronically on the job posting website by the deadline (to be determined by each Department) in order to be offered position(s) stated in their Offer of Admission. The notice will be separate from the Offer of Admission and shall be communicated via email. The communication will also inform students that they will forego that part of their guaranteed work assignment income if they do not apply or if they decline an offer.
- (g) Should a student apply for a position guaranteed under a Job Security Period (JSP) and not receive an offer for a position in the timeline specified in the Offer of Admission Letter, the University will provide the student with funding equivalent to the guaranteed work assignment income that would have been paid for that position.
- (h) For in-program students whose Offer of Admission contains funding in the form of guaranteed work assignment income, with the agreement of the student the University may revise the allocation of funding sources annually to substitute guaranteed work assignment income with other non-employment forms of funding or to shift the source and timing of income for guaranteed work assignments. This process must be completed with the explicit consultation and consent of the affected student. There shall be no decrease in annual funding allocated to students as a result of adjustments made under this provision.

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- (i) Any new graduate offers of admission made beyond 30 days after ratification will not contain guaranteed funding in the form of a Sessional Lecturer appointment. With the agreement of the student, PhD students in semester 7 or above may take on a Sessional Lecturer appointment offered to them to replace one JSP GTA.
- (j) Should there be a negotiated increase in the full term GTA work assignment wage rate and should an employee be receiving a student stipend (i.e., the financial package arranged for the student), that any negotiated increase in the GTA rate will result in an equal amount increase in the student stipend. However, the University and the Union agree that the Union does not have any jurisdiction over the determination of a student stipend. Where a student is guaranteed a minimum stipend, the stipend shall not include more than one TA work assignment per semester as defined by the Job Security Period.

11.06 Offers of Work Assignment

- (e) Upon being hired to work at the University of Guelph-Humber, the University shall clearly list highly important policies and procedures which apply to that workplace such as those that deal with health and safety, discrimination and harassment, workplace harassment, student academics, and accommodation. The University shall also provide a clear explanation of the line of supervision at the University of Guelph-Humber as it relates to employees' work responsibilities. The University shall provide training to supervisors and managers.

13.05

All evaluations shall be in writing and based solely on the performance of those duties specified in the 'Assignment of Work Agreement' (Appendix C) as completed and signed by the employee and the supervisor. Evaluations will state whether the employee has performed satisfactorily in the duties associated with their work assignment. Where an employee is given an overall rating of "Improvement Required" or "Unsatisfactory", constructive feedback will be provided for correcting the concerns. A timeline for correcting the concerns will also be provided. The timeline for correcting concerns may extend up to half-way through the employee's next work assignment. Should the University require training necessary for the development of the Member, and should that training be in excess of the work hours already assigned, that training shall be at the expense of the University and the Member will be compensated at the hourly rate as per Schedule B. Should the timeline extend into a subsequent semester, the subsequent course supervisor will be made aware of how they should be supporting the development of the employee. Should the employee fail to improve their performance within the timeline provided to the employee, the University may choose to initiate constructive actions and/or a disciplinary process.

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14.01

The University and the Union agree to accept, for the term of this Agreement, the wage rates as set out below and forming part of this Agreement.

Effective September 1, 2023, a market adjustment of 3% to increase to base wages.

Schedule A - Semesterly; Hourly
(TO BE CALCULATED AFTER AGREEMENT)

	<u>Sept. 1, 2023</u> <u>Market</u> <u>Adjustment</u>	Sept. 1, <u>2023</u> 2019	Sept. 1, <u>2024</u> 2020	Sept. 1, <u>2025</u> 2021	Sept. 1, 2022
GSA-1/GTA					
Base Increase	<u>3%</u>	<u>3%</u> 0.5%	<u>3.2%</u> 0.5%	<u>3.25%</u> 0.5%	1.85%
Wage Component		\$4,525.79 —	\$4,548.42 —	\$4,571.16 —	\$4,655.73
Fellowship Component		\$1,429.19 —	\$1,436.34 —	\$1,443.51 —	\$1,470.23
Total		\$5,954.98 —	\$5,984.76 —	\$6,014.68 —	\$6,125.96

	<u>Sept. 1, 2023</u> <u>Market</u> <u>Adjustment</u>	Sept. 1, <u>2023</u> 2019	Sept. 1, <u>2024</u> 2020	Sept. 1, <u>2025</u> 2021	Sept. 1, 2022
UTA					
Base Increase	<u>3%</u>	<u>3%</u> 0.5%	<u>3.2%</u> 0.5%	<u>3.25%</u> 0.5%	1.85%
Wage Component		\$23.85 —	\$23.97 —	\$24.09 —	\$24.54
Fellowship Component		\$3.02 —	\$3.04 —	\$3.06 —	\$3.12
Total		\$26.87 —	\$27.01 —	\$27.15 —	\$27.66

Schedule B - Semesterly; Hourly
(TO BE CALCULATED AFTER AGREEMENT)

	<u>Sept. 1, 2023</u> <u>Market</u> <u>Adjustment</u>	Sept. 1, <u>2023</u> 2019	Sept. 1, <u>2024</u> 2020	Sept. 1, <u>2025</u> 2021	Sept. 1, 2022
GSA-1/GTA					
Base Increase	<u>3%</u>	<u>3%</u> 0.5%	<u>3.2%</u> 0.5%	<u>3.25%</u> 0.5%	1.85%
Wage Component		\$32.32 —	\$32.48 —	\$32.64 —	\$33.24
Fellowship Component		\$10.20 —	\$10.25 —	\$10.30 —	\$10.49
Total		\$42.52 —	\$42.73 —	\$42.94 —	\$43.73

	<u>Sept. 1, 2023</u> <u>Market</u> <u>Adjustment</u>	Sept. 1, <u>2023</u> 2019	Sept. 1, <u>2024</u> 2020	Sept. 1, <u>2025</u> 2021	Sept. 1, 2022
UTA					
Base Increase	<u>3%</u>	<u>3%</u> 0.5%	<u>3.2%</u> 0.5%	<u>3.25%</u> 0.5%	1.85%

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Wage Component		\$23.85—	\$23.97—	\$23.09—	\$24.54
Fellowship Component		\$3.02—	\$3.04—	\$3.06—	\$3.12
Total		\$26.87—	\$27.01—	\$27.15—	\$27.66

16.01

The University and the Union acknowledge that the University and its employees have duties and responsibilities with regard to mental and physical health and safety in accordance with the provisions of the Provincial Health & Safety legislation. Should current legislation be amended, it is agreed that the Parties shall meet to discuss such changes and the impact upon the work of the employees.

16.02

- (f) The University has a process to report mental and physical incidents and injuries and to raise issues for discussion. This information and other information about policies, training, etc. can be found on the University of Guelph’s Environmental Health and Safety website and in the University of Guelph-Humber’s Additional Offer Details document.
- (g) The Union’s health and safety officer may submit workplace health and safety issues which impact Members at the University of Guelph-Humber to any member of the Humber site joint occupational health and safety committee, including to the designated liaison for Guelph-Humber for consideration by the committee under its standard operating procedures for issues that have not been resolved by the supervisor. This provision is subject to LOU YY.
- (h) Reports of health and safety accidents involving Members at the University of Guelph-Humber should be filed at both the University of Guelph’s Occupational Health and Wellness Office (by the Member or the supervisor) and at Humber College’s Occupational Health and Safety Services (by the supervisor).
- (i) The University shall make available training related to mental health.

17.01 Short-term Medical Leave

- (h) While on unpaid medical leave, Members shall retain all seniority points earned. Members shall be able to accumulate seniority points while on unpaid medical leave. Employees shall be able to apply for positions, as per regular procedures. If offered a work assignment(s), employees shall, within five (5) working days of accepting the work assignment, state their need for continued unpaid medical leave. Employees shall earn a seniority point for each work assignment they accept as the successful candidate while on unpaid medical leave.
- (i) Work assignments accepted while on medical leave shall not count toward work assignment guarantees in the job security period.

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- (j) Should an employee be the successful candidate for a work assignment and need continued leave as per Article 17.01(h), the regular assignment procedure shall be used to determine the next successful candidate for the position.
- (k) Work assignment guarantees shall be paused during the leave period. The timeline for loss of seniority, as per Article 20.02, shall also be paused during the leave period. All seniority points accumulated shall be retained during the leave period.

17.0X

Members shall be entitled to up to three (3) weeks of paid leave for gender affirmation procedures, which may be followed by Short-term Medical Leave.

17.02

- (b) Eligibility for Parental/Pregnancy Leave

A parent, including the birthing person ~~birth mother~~, shall be eligible for parental/pregnancy leave if they meet the following eligibility criteria:

- (f) While on parental/pregnancy leave, Members shall retain all seniority points earned. Members shall be able to accumulate seniority points while on parental/pregnancy leave. Employees shall be able to apply for positions as per regular procedures. If offered a work assignment(s), employees shall, within five (5) working days of accepting the work assignment, state their need for continued parental/pregnancy leave. Employees shall earn a seniority point for each work assignment they accept as the successful candidate while on parental/pregnancy leave.
- (g) Work assignments accepted while on parental/pregnancy leave shall not count toward work assignment guarantees in the job security period.
- (h) Should an employee be the successful candidate for a work assignment and need continued parental/pregnancy leave as per Article 17.02(f), the regular assignment procedure shall be used to determine the next successful candidate for the position.
- (i) Work assignment guarantees shall be paused during the leave period. The timeline for loss of seniority, as per Article 20.02, shall also be paused during the leave period. All seniority points accumulated shall be retained during the leave period.

17.03

- (a) Upon request, in the event of a death in the immediate family, an employee shall be granted, at the time of death, a leave of absence with pay for a period of up to one full week (seven (7) consecutive five (5) days) ~~on which work has been scheduled~~. Immediate family is defined as: parent, step-parent, guardian, spouse, common-law spouse (including same-sex partner), child, ward, step-child, sibling, step-sibling ~~brother, sister, step-brother, step-sister~~. One day of these

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allotted days may be set aside to take within a year to allow for religion/creed variation.

- (b) Upon request, in the event of a death in the family, an employee shall be granted, at the time of death, a leave of absence with pay for a period of up to three (3) consecutive days on which work has been scheduled. Family is defined as: father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, parent- or guardian-in-law, sibling-in-law, child-in-law, grandchild, grandparent, aunt, uncle, niece, nephew sibling of a parent or guardian, child of a sibling or step-sibling. One day of these allotted days may be set aside to take within a year to allow for religion/creed variation.
- (d) Upon request, an employee who must travel out of province or out of the country as a result of a death in the family, shall be granted up to four (4) ~~two (2)~~ days of unpaid leave in addition to the paid leave available as applicable under (a) or (b). An additional day of unpaid leave for travel is available upon request and as needed.

17.XX Kinship Care Leave

With as much notice as possible given the unique circumstances of each situation and supporting documentation from a Children's Aid Society, employees shall be eligible for up to a two (2) week paid leave of absence to attend to matters relating to the transition of a child into Kinship Care with the employee.

19.01 University Health Insurance Plan (UHIP)

The University shall provide, on an annual basis, a fund for the purpose of reimbursement offset of the premium costs under the applicable insurance provider's ~~Cowan/Manulife SunLife~~ UHIP plan. The amount of the fund shall be:

~~2019/20 - \$125,000~~
~~2020/21 - \$150,000~~
~~2021/22 - \$175,000~~
~~2022/23 and every year thereafter - \$225,000~~
2023/24 - \$225,000
2024/25 - \$225,000
2025/26 - \$225,000

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19.02 Supplemental Benefits Plan

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

~~2019/20 - \$300,000~~
~~2020/21 - \$325,000~~
~~2021/22 - \$350,000~~
~~2022/23 and every year thereafter - \$375,000~~
2023/24 - \$450,000
2024/25 - \$525,000
2025/26 - \$600,000

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

19.03 ~~Emergency~~ Financial Assistance Fund

- a. The University agrees to pay the Union, by September 15, the following amounts for the ~~an~~ ~~Employee~~ Financial Assistance Fund (EFAF) to be administered by the Union. The EFAF shall be used for the sole purpose of providing financial assistance to employees in the bargaining unit on an objective basis and shall not be used for any other purpose whatsoever.

~~2019/20 - \$45,000~~
~~2020/21 - \$90,000~~
~~2021/22 - \$135,000~~
~~2022/23 and every year thereafter - \$180,000~~
2023/24 - \$180,000 \$190,000
2024/25 - \$180,000 \$200,000
2025/26 - \$180,000 \$205,000

- c. The EFAF is intended to address financial challenges faced by employees in the bargaining unit which may include but are not limited to financial need, housing, food, childcare expenses, health care expenses, etc.

20.01

For the sole purpose of selection for work assignments as outlined in 11.04 and 11.05, employees who have successfully completed the probationary period as outlined in 1.04 (o) and Article 12, shall accrue seniority for all work assignments in the Bargaining Unit on the following basis:

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Article 23 Duration

23.01 The terms of this Agreement shall be in effect from September 1, ~~2019~~2023 to August 31, ~~2023~~2026, and shall continue automatically thereafter for annual periods of one (1) year each unless either Party notifies the other in writing, not less than thirty (30) calendar days and not more than ninety (90) calendar days prior to the expiration date, that it desires to amend or terminate this Agreement.

Article X Accommodation

X.01 The Parties are jointly committed to providing a work environment that facilitates the full participation of all Members. The Parties encourage, as articulated in the Accommodation Partnership Program Agreement jointly agreed upon by the Parties, all Members with disabilities to avail themselves of the services at the University that may facilitate their ability to fulfill their responsibilities.

X.02 The Parties agree to act in accordance with applicable legislation.

X.03 No Member shall be subjected to retaliation or reprisal for taking action to obtain Accommodation for themselves or any other person.

X.04 No Member will be asked to provide medical diagnosis at the outset of a request for medical accommodation or sick leave.

X.05 In the event a Member provides their written consent to the Employer for the release of their medical information to the Union, the medical information shall be provided to the Union.

X.06 In the event a Member provides their written consent to the Employer for a Union representative to attend at the Member's return to work meeting, if such a meeting is required by the Employer, the Union representative shall be entitled to attend. At the outset of facilitating a Member's return to work, the Member will be notified of the option for Union representation.

X.07 The Employer will normally first try to obtain the information it wants from the Member's own doctors (General Practitioner or Specialist as the Employer determines necessary). If a Specialist is not available in a timely manner, the Employer shall consider appropriate interim measures to accommodate the Member are made while working with the information provided from the General Practitioner and the Member.

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Article XX Workplace Safety and Insurance Board and Modified Work

XX.01 The Employer will follow all of its obligations pursuant to the Workplace Safety and Insurance Act and Modified Work.

XX.02 All Members have the right to file a Workplace Safety and Insurance Board's Form 7 to report a workplace accidental injury or industrial disease. The University will notify Members of their ability to provide a copy to the Union.

Appendix A Policy on HIV/AIDS

- (c) The University of Guelph will make no attempt to identify people living with HIV or AIDS by questions, screening or other means. Members of the University community may seek HIV testing and related medical care at through Student Health Services and at through Occupational Health and Wellness if they so elect. The University of Guelph will not track HIV testing of its students or employees;

Appendix B Definition of Sexual and Gender Harassment

Under the Ontario Human Rights Code, harassment is "engaging in a course of vexatious comment or conduct that is known or ought to be known to be unwelcome." For the purposes of Human Rights at the University of Guelph, sexual and gender harassment are deemed to include, but are not limited to:

- (b) unwanted sexual activity of a physical nature, including unwanted touching, hugging, or intercourse;
- (c) harassment on the basis of sexual orientation or gender expression;
- (h) demeaning, stereotyping, or belittling remarks, jokes, slurs, innuendoes or taunting about the sex, gender, physical appearance, or body of an individual or group; ~~and~~
- (i) displaying in University areas pictures, graffiti or materials that denigrate ~~one of the sexes~~ any sex or gender; and
- (j) posting or sharing pornography, sexual pictures, sexual rumours or gossip without consent.

Note: ~~The above definition may be amended from time to time.~~ For up-to-date policies and procedures in connection with sexual and gender based harassment and violence, please refer to the University website.

Appendix XX Modes of Course Delivery

Modes of course delivery are: in-person, blended, hyflex, online synchronous, and e-learning as below. For greater clarification these modes of delivery are described as:

In-Person

Instruction takes place in real time in a classroom or other physical location. Instructors and students are expected to attend in person. Assessment may take place in person or online (synchronously or asynchronously).

Blended

Instruction takes place through a combination of in-person and online teaching. The majority of the course will be taught by the instructor. Assessments may take place in person or online (synchronously or asynchronously).

Hyflex

Instruction takes place using both in-person and online components. Instructors teach in person, online synchronously or through recordings and completing activities asynchronously. All students in the course attend in person and/or online; maximum registration will not exceed classroom capacity. Online assessment must be available to students, but in-person assessments can be offered simultaneously.

Online Synchronous

Instruction takes place through regularly scheduled, synchronous online teaching of students. Students are not required to attend in person for learning or assessment activities. Assessments may take place during synchronous meetings or asynchronously.

E-Learning (Online Asynchronous)

Instruction takes place fully online through the DE learning platform. Course content is delivered asynchronously online by the instructor with optional online synchronous components (e.g., orientation and welcome, office hours, peer learning communities, tutorials). Assessments are completed asynchronously. Students are not required to attend in person for learning or assessment activities.

Meetings include lectures, labs, and tutorials. For scheduling clarity, courses taught using

- (i) In-Person, Hyflex and Online Synchronous modes of course delivery have all meetings scheduled;
- (ii) Blended teaching may have some lecture and lab meetings scheduled and others not;
- (iii) E-Learning teaching has no meetings scheduled.

Letter of Understanding 2 – Commitment to Assistant Work Assignments

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-
~~The University is committed to ensuring that all incoming graduate students are provided with specific information from the office of Graduate Program Services in their Offer of Admission letter which clearly specifies (when applicable) the level of Assistant Work Assignments and non-TA monies that will be available to the student during the course of their period of graduate studies. The commitment to Assistant Work Assignments as indicated in this correspondence will define the Job Security Period for Unit 1 employment purposes.~~

-
~~SIGNED on — August 18, 2020, at Guelph, Ontario.~~

**~~Letter of Understanding 4—
Student Stipend~~**

-
~~Further to the Collective Agreement between the Canadian Union of Public Employees Local 3913 Unit 1 and the University of Guelph, it is agreed that should there be a negotiated increase in the full term GTA work assignment wage rate and should an employee be receiving a student stipend (i.e., the financial package arranged for the student), that any negotiated increase in the GTA rate will result in an equal amount increase in the student stipend.~~

-
~~However, the University and the Union agree that the Union does not have any jurisdiction over the determination of a student stipend. Where a student is guaranteed a minimum stipend, the stipend shall not include more than one TA work assignment per semester as defined by the Job Security Period.~~

-
~~SIGNED on — August 18, 2020, at Guelph, Ontario.~~

~~Letter of Understanding 10 DVSc Hiring Process~~

~~WHEREAS the the DVSc program consists of clinical positions that typically last nine or twelve consecutive semesters;~~

~~AND WHEREAS the DVSc program regularly employs students in Unit 1 positions that form part of their Job Security Period (JSP), and these appointments are continuous, multi-semester appointments;~~

~~NOW THEREFORE, without prejudice or precedent to any other matter between the Parties, the Parties agree as follows:-~~

- ~~1. Where all the employees in the DVSc Program have the same JSP, all provisions of the Unit 1 CA will apply to all work assignments made under the JSP to members in the DVSc Program, save and except the following:-
 - ~~a. Article 11.01 (b) (10);-~~
 - ~~b. Article 11.03 (a) to the extent that applicants are required to submit a curriculum vitae or demonstrate evidence of qualifications;-~~
 - ~~c. Article 11.03(b)(4), (5), (6), (7) and (8);-~~
 - ~~d. Article 11.04 (c), (d), (e);-~~~~

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- e. ~~Article 11.05 (b), (c), (d)(c) and (d) provided that there is only one posting per clinical area of specialization-~~
- f. ~~Article 11.06 (b) (10) provided that the Offer has a notation with any required dates and times.~~
2. ~~Postings made under the provisions of this letter will contain a notation that the work assignment is only for members of the DVSc Program with assignments under their JSPDuties assigned to employees in the same position will be equitably distributed.~~

Letter of Understanding XX – Training

The parties agree to jointly explore supportive training for Unit 1 Members regarding the dual role of student and employee within the academic context.

Letter of Understanding YY - Humber College - Joint Occupational Health and Safety Committee

The Union has advised the University it has requested that the Ontario Ministry of Labour review the composition of the Humber College north site Joint Occupational Health and Safety Committee and is expecting a response. If, during the term of this Collective Agreement, the Ontario Ministry of Labour issues any Orders in respect of representation and/or the composition of the Joint Occupational Health and Safety Committee and there are no outstanding appeals that remain to be determined in respect of such Orders, then the parties agree to meet within 20 days to review Article 16.xxx.

This affects nothing else in the Collective Agreement, including the rest of Article 16.

Letter of Understanding ZZ – GTA/GSA-1 Lump Sum Payment

In recognition of recent increased inflation and cost of living and the particular challenges this creates for graduate students:

- all Members who held a GSA-1 or GTA appointment in the Fall 2024, Winter 2025 or Summer 2025 semesters will receive a one-time lump sum payment in August 2025 in the amount of \$40;
- all Members who held a GSA-1 or GTA appointment in the Fall 2025, Winter 2026 or Summer 2026 semesters will receive a one-time lump sum payment in August 2026 in the amount of \$40.