

**CUPE 3913 (UNIT 1) MEMORANDUM OF SETTLEMENT  
SEPTEMBER 1, 2016 to AUGUST 31, 2019**

Memorandum of Settlement (this “Settlement”)  
between  
University of Guelph (the “University”)  
and  
The Canadian Union of Public Employees & Its Local 3913 (the “Union”)  
UNIT 1  
Together (the “Parties”)

Re: Renewal Agreement

1. The Parties agree to the terms of this Settlement as constituting a full and final settlement of all matters in dispute with respect to the Parties on this matter.
2. The University and the Union negotiating teams have tentatively agreed to the Articles, Appendices, Schedules, Letters and Memorandums, attached hereto, (the “Renewal Agreement”).
3. The Parties agree that each will recommend to its respective principals the ratification of the Renewal Agreement and the complete acceptance of the terms of this Settlement.
4. The Parties agree that unless stipulated otherwise all terms and conditions of the Renewal Agreement are deemed retroactive to September 1, 2016.
5. The Parties agree to make all necessary housekeeping amendments to the Renewal Agreement in order to give effect to the overall intentions of the Parties.
6. The Parties warrant that each of the signatories of this Agreement is authorized to bind its respective Party.

For the University:

Tracey Jandrisits  
Andrew Bailey  
Daniel Draper  
Heidi Huisman  
Tammy Oakley  
John Walsh

For the Union:

Ashley Wilson

**CUPE 3913 (UNIT 1) MEMORANDUM OF SETTLEMENT  
SEPTEMBER 1, 2016 to AUGUST 31, 2019**

Common Language

As part of the editing process for the renewal collective agreement, the Parties agree to incorporate the editorial language changes outlined in the agreement between the Parties on August XX, 2017.

- 1.03 ~~Where a noun, pronoun, or adjective indicating gender or sex is used, the other gender or sex including two spirited, intersexed, transgendered and transsexual persons shall be deemed to be included.~~ The pronouns “they” and “them” are used in the singular or the plural with the intention of creating neutrality around gendered constructs.
- 1.04 INSERT as new (b): ‘Chair/Director’ means the management representative to whom the Member reports (Chair/Director at the Guelph campus, Program Head at the Guelph-Humber campus);
- ~~(e)~~ (d) ‘Department’ means Academic Department, School, or Interdepartmental Program at the University of Guelph and Program at the University of Guelph-Humber;

EDITORIAL: Following ratification of this memorandum of settlement but prior to the publication of the revised text, the Parties will revise the language of the Collective Agreement to be gender neutral. Where such revision requires a substantive change (e.g.: more than changing he/she to they), the text shall be referred to the Labour Management Committee.

INSERT: ‘University of Guelph-Humber’ in each instance where the Collective Agreement refers to a college.

4.01

- (a) The University shall notify the Labour/Management Committee of any planned significant decreases in the number of Bargaining Unit appointments and/or reduction in the total hours allotted to Bargaining Unit appointments and/or planned significant changes in the distribution of the Bargaining Unit appointments within a college or across Departments at least thirty (30) days prior to finalization of any decision. At the time of providing such notice the University shall provide information that the University deems relevant. Upon receipt of such notice, the Labour/Management Committee shall convene a meeting, during the thirty (30) day period, with appropriate representatives of University Administration, to provide the Union the opportunity to provide input and/or make a presentation on the issue. It is understood that the purpose of this meeting is to discuss the implications for bargaining unit members and options to minimize negative impacts for Employees. Following consideration of this presentation the University will finalize a decision and inform the Union.

**CUPE 3913 (UNIT 1) MEMORANDUM OF SETTLEMENT  
SEPTEMBER 1, 2016 to AUGUST 31, 2019**

- (b) The University recognizes the right of the Union to appoint two (2) Assistant Chief Stewards to represent each College. It is agreed that any Assistant Chief Steward must currently be an employee or have been an employee, in that College, in the twelve (12) months prior to her appointment as Assistant Chief Steward. An Assistant Chief Steward shall continue to be recognized until further written notice from the Union indicating otherwise.
- (c) The University recognizes the right of the Union to appoint one (1) Chief Steward to represent employees. It is agreed that the Chief Steward must currently be an employee or have been an employee in the twelve (12) months prior to her appointment as Chief Steward. The Chief Steward shall continue to be recognized until further written notice from the Union indicating otherwise. The University recognizes the right of the Local Chairperson and/or Union designate to act in the absence or unavailability of the Chief Steward.

4.04

~~(a) The University shall notify the Labour/Management Committee of any planned significant decreases in the number of bargaining unit appointments and/or reduction in the total hours allotted to Bargaining Unit appointments within a college or across Departments at least thirty (30) days prior to finalization of any decision. At the time of providing such notice the University shall provide information that the University deems relevant. Upon receipt of such notice, the Labour/Management Committee shall convene a meeting, during the thirty (30) day period, with appropriate representatives of University Administration to provide the Union the opportunity to provide input and/or make a presentation on the issue. It is understood that the purpose of this meeting is to discuss the implications for bargaining unit members and options to minimize negative impacts. Following consideration of this presentation the University will finalize a decision and inform the union.~~

- (a) Each Party agrees to meet to discuss any matters pertaining to the Union or to this Agreement only with those persons properly authorized to represent the other Party.
- (b) The Union shall provide a list of all representatives in accordance with the provisions of this Agreement and shall continue to update the University with any changes to that list.
- (c) The University shall provide the Union with a list of those persons and/or positions properly designated to discuss matters concerning the Union or this Agreement and shall continue to update the Union with any changes to that list.

4.06 The Union agrees that there will be no solicitation on behalf of the Union on University premises or at the University of Guelph-Humber by an employee during her scheduled working hours as a member of the Bargaining Unit, except as provided in this Agreement or otherwise in writing.

4.07 ~~Immediately following the first pay period of each semester, the University shall provide~~

**CUPE 3913 (UNIT 1) MEMORANDUM OF SETTLEMENT  
SEPTEMBER 1, 2016 to AUGUST 31, 2019**

~~the Union with a full and complete electronic mail list of Bargaining Unit members. This list will be updated immediately following the second pay period of each semester.~~

5 Rename Article to Discrimination and Harassment

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 (includes pregnancy), 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), disability (as defined by the Ontario Human Rights Code), academic school of thought (subject to Article 21, the instructions of ~~her~~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. No employee who is or has been a Bargaining Unit member shall suffer reprisal for exercising or having exercised any provision or right under this Collective Agreement. Should the Ontario Human Rights Code change, the Parties agree to meet to discuss the changes and the impact upon the work of employees.
- (b) The University agrees that its policy on HIV/AIDS shall form part of this Agreement (see Appendix A).

5.02 The University agrees that it shall maintain and promote a work environment in which employees remain free from harassment, intimidation and any threats, explicit or implied that are designed, or might reasonably be understood, to dissuade an employee from exercising her rights as provided for in this Agreement. Personal conduct or ~~behavior~~ behaviour also constitutes harassment, whether or not it is based on Code prohibited grounds, when it creates an intimidating, demeaning or hostile working environment.

6.01

- (a) The University shall, during the term of this Agreement, deduct from the wages (if any for Bargaining Unit work) of all employees, an amount equal to the monthly membership dues and assessments as certified to the University by the President ~~Chairperson~~ of the Union.
- (b) The University shall remit the amount deducted to the President or designate of the Financial Officer of the Union ~~Local~~ immediately following the pay period in which deductions were made and at the same time forward a list of names, Departments and job

**CUPE 3913 (UNIT 1) MEMORANDUM OF SETTLEMENT  
SEPTEMBER 1, 2016 to AUGUST 31, 2019**

titles of the employees from whom the deductions were made.

- (c) ~~Upon request, the University shall provide the Union with up to five (5) sets of mailing labels each semester. Additional sets of labels beyond five (5) shall be provided at one-half the cost of providing the labels. The labels shall include the names and Departmental addresses of employees.~~

6.02 The Union shall indemnify and save the University harmless from any and all claims, lawsuits, ~~judgements~~, judgments, attachments, and from any form of liability arising from or as a result of the deduction or non-deduction of such dues. In circumstances where it is determined that an individual should have been in the Bargaining Unit and therefore paying dues and where such individual is no longer an employee as defined in 1.04 (a), the University shall reimburse the Union for the full amount of such arrears to a maximum of four (4) semesters of dues and the individual's seniority shall be adjusted accordingly.

6.03

- (c) Prior to printing of the new Agreement, the Parties shall meet to mutually determine the total number of copies required and the number of copies required by each Party. The copies and one (1) electronic copy containing the text of the new Agreement shall be forwarded to the Union. An employee may request a printed copy of the collective agreement and it shall be supplied within one (1) week of the request. ~~The parties will discuss this at the Labour/Management Committee each May in order to ascertain the number of sufficient hardcopies for distribution for the coming academic year.~~

6.04

The University shall provide the Union with reasonable bulletin board space for official Union notices ~~in all Colleges and Departments~~ and, a Central Login account on the University's email system for the purpose of communicating information to the University or to Bargaining Unit members, or for receiving information from the University. The Union agrees to abide by the University's policies with respect to acceptable use of computing resources.

6.05

The University will ensure that office space can be retained at the University's main campus and will assist the Union in retaining office space at the University of Guelph-Humber campus, at standard cost in order to facilitate the orderly administration of this Agreement. The Union is liable for all and any expense with respect to office space, telephone, and any other such services.

The Union acknowledges that it is not the Employer's responsibility to make any agreements regarding the leases that the Union holds with its landlord and that the Employer is not obligated to interfere in the agreements between the Union and its landlord.

8.01

- (b) Nothing herein shall be deemed to preclude a supervisor, Chair, Director, Dean or senior University Executive Administrator from meeting with the Union, ~~subject to consultation with FASR, and provided no agreements are~~ any resolution reached is ~~that are~~ not inconsistent with

**CUPE 3913 (UNIT 1) MEMORANDUM OF SETTLEMENT  
SEPTEMBER 1, 2016 to AUGUST 31, 2019**

the provisions of this Agreement. Further, any resolution arising from such a meeting shall be considered as without precedent or prejudice without the written approval of the Union and the Assistant Vice President (Faculty and Academic Staff Relations) or designate.

(o) In the interest of dealing as expeditiously as possible with a case of an employee who grieves on the basis of 'unfair hiring,' FASR shall may upon request by the Union provide, in confidence, the Union with the documentation upon which the Department based its decision not to hire that particular employee. FASR will not unreasonably deny the Union's request. This documentation shall include but will not be limited to application packages and hiring rubrics. If warranted, the grievance shall then proceed to the Formal Stage as per 8.03.

9.01

(d) The timelines indicated in this article may be extended by mutual agreement of the University and the Union;

(e) The investigation, in and of itself, is not considered to constitute discipline.

(f) All investigations will be conducted as expeditiously as possible;

(g) The University, the Union, and Members shall maintain the confidentiality of the fact and substance of procedures under this article including the investigative process, its findings, and its outcome. Information will only be disclosed to those with a demonstrable need to know. Those in receipt of information pertaining to the procedures under this article are bound to hold such information in confidence. The University may disclose information where it has grounds to believe that confidentiality may put a person at risk of significant harm or if the University is legally required to disclose.

(h) In a case of alleged harassment or human rights violations, the process can be interrupted if the complainant and the respondent agree to mediation. The process will continue if mediation fails.

9.05

(a) It is understood that no disciplinary action will be taken prior to the University investigating the circumstances leading to the decision to take such disciplinary action.

~~The University will inform the Union, when circumstances permit and in confidence, of the nature and scope of an investigation which the University believes may lead to disciplinary action against an employee.~~

(ii) The University may withhold information from an employee, decide not to notify the employee, or delay notifying the employee if there are grounds to believe there is a risk of significant harm to another person or to University property or that the investigation may otherwise be jeopardized. In these situations, the Union will be notified in confidence of the circumstances and substance of the allegations.

**CUPE 3913 (UNIT 1) MEMORANDUM OF SETTLEMENT  
SEPTEMBER 1, 2016 to AUGUST 31, 2019**

(iii) As soon as is practicable after an allegation has been made, the University shall inform the employee of the nature of the allegation that has been made and their right to seek assistance from the Union at all meetings involved in the investigation and disciplinary process.

(iv) Within 10 days of informing the employee of the allegation, the University will initiate an investigation. When such investigation requires meeting with the employee, the employee shall be entitled to be represented at such meeting by a Union designate. The employee shall be reminded, with reasonable notice, by the University of this entitlement prior to the meeting.

(iv) 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.

(a) The University may invite the employee to attend a meeting before the investigation is closed, and before any discipline is imposed, to allow the employee to respond and will be reminded of their right to be represented by a Union representative;

(b) The employee may respond in person or through a Union representative. Should the employee fail to respond to the invitation within five (5) days or fail to attend a meeting on the matter, without reasonable excuse, the University may proceed with discipline.

~~When such investigation requires meeting with the employee, the employee shall be entitled to be represented at such meeting by a Union designate. The employee shall be reminded, with reasonable notice, by the University, of this entitlement prior to the meeting.~~

(b) When an employee is to be disciplined (i.e. verbal warning, written warning, suspension or discharge), such discipline shall be imposed at a meeting specifically convened for this purpose. The employee shall be entitled to be represented at such meeting by a Union designate. The employee shall be reminded, with reasonable notice, by the University, of this entitlement prior to the meeting. The Union's copy of any written disciplinary action shall be provided to the Union at the meeting. If, after proper notification, the employee refuses, in writing, the right to Union representation (and the Union is therefore not present at the meeting), a copy of both the letter and the written refusal shall be provided to the Union prior to such meeting (where possible based on the timing of notification by the employee).

9.08

With respect to consideration of information for decision making, hiring decisions are made in accordance with ~~41-03-11.06~~ and disciplinary decisions are made in accordance with 9.01.

**CUPE 3913 (UNIT 1) MEMORANDUM OF SETTLEMENT  
SEPTEMBER 1, 2016 to AUGUST 31, 2019**

9.09

~~Only written employment related records, included in an employee's Human Resources File may be used for disciplinary purposes. Disciplinary records shall be retained in confidence in a sealed envelope in the Human Resources File and may only be considered when relevant to an employment-related decision.~~

10.01 (a)

(a) Subject to the provisions of this Article, a full (1.0) GTA<sub>2</sub> work assignment or full (1.0) GSA-1, or full (1.0) UTA work assignment are positions that normally require an average of ten (10) hours per week for a total of one hundred and forty (140) hours per academic semester. It is agreed that in situations whereby a TA or GSA-1 is employed to complete less than the equivalent of a full semester work assignment, the appropriate prorating will occur as dictated by the needs of the Department. The work assignment may be prorated based on a full semester work assignment measured either as the percentage of workload (based on compared to a full semester work assignment) or the percentage of time (based on a full semester) the employee is employed (compared to a full semester work assignment. Such prorated work assignments shall be rounded up to either 0.5 if it is less than 50% of a full assignment or 0.75 if it is between 50% and 74%, as dictated by the needs of the Department. The total hours of work of a TA or GSA-1 may be distributed over shorter or longer time periods. Employees shall not normally be expected to work more than seven (7) hours in any given day.

10.03

(a) An employee or Supervisor may request to meet at any time during the work assignment for the purpose of conducting a review of the employee's assigned duties, hours of work, and/or work priorities as outlined in the Assignment of Work Agreement. The purpose of this meeting is to ensure the employee's hours of work as set out continue to be appropriate, that any additional hours of work are approved by the Supervisor, and that all approved hours worked are compensated appropriately in accordance with this Agreement.

10.04

(c) The University agrees that, subject to 11.08 and Article 9, no employee who has ~~been offered an assistant~~ accepted a work assignment will ~~not~~ have her number of hours reduced during that contract period.

10.05 ~~The University agrees that all employment related activity, orientation and training, if any, as directed by the University, and attended by the employee, shall be considered and included in the calculation of the employee's working hours.~~

10.06 Employees will be required to use their University of Guelph or University of Guelph Humber email address in the carrying out of their responsibilities assigned as part of the a work assignment. Employees may be required to provide students with their University of

**CUPE 3913 (UNIT 1) MEMORANDUM OF SETTLEMENT  
SEPTEMBER 1, 2016 to AUGUST 31, 2019**

Guelph or University of Guelph Humber email address and/or University provided office/Department phone number (if applicable). Employees will not be required to provide personal email address(es) or personal phone number(s) to students in the carrying out of their responsibilities assigned as part of a work assignment. ~~may only be required to provide only their '@uoguelph.ca' or University of Guelph or University of Guelph Humber email address and University provided office/Department phone number (if applicable) to students.~~

11.01 Posting Procedure

(a) Except as otherwise provided, all ~~positions~~ work assignments shall be posted as they arise and shall be posted using ~~the~~ a standard posting format (~~see Appendix C~~).

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

1. Department and number;
2. the Bargaining Unit to which the posting applies;
3. the semester(s) to which the posting applies;
4. the type of ~~positions~~ work assignment(s) (i.e., GTA, GSA-1, UTA);
5. if possible, the number and load of work assignment(s) available (appropriate loads are .5, 0.75, 1.0 or higher except for unusual circumstances as per 10.01(b));
6. Course information, including the course name and number and projected enrolment, if applicable;
7. the start and termination dates for the ~~appointment~~ work assignment(s);
8. ~~the level of appointment (i.e. full, or portion of);~~
9. anticipated duties and responsibilities for the work assignment(s), including, as applicable: Orientation/Training; Office Hours; Preparation; Student Consultation; Attending Lectures; Email Correspondence/Monitoring; Conducting Labs/Seminars; Meetings; Invigilating Exams; Supervising Field Trips; Grading; and Other Duties as specified;
10. the days and times required;
11. required and preferred qualifications (academic and/or professional);
12. application deadline;

**CUPE 3913 (UNIT 1) MEMORANDUM OF SETTLEMENT  
SEPTEMBER 1, 2016 to AUGUST 31, 2019**

13. wages; rate per hour & total;

14. hiring contact information, including a posting email address;

15. the status of the posting;

16. any applicable equity provisions; and

17. the current University of Guelph's employment equity statement, which may be amended from time to time through discussion with stakeholder groups through the Employment Equity Committee; and

18. Statement that recognizes terms and conditions of the work assignment are covered by the Collective Agreement between the University and CUPE Local 3913, Unit 1.

(d) Work assignments shall be posted by the Department electronically on the ~~Central Job Posting~~ job posting website for TAs, GSA-1s, & Sessional Lecturers, within the time frames provided for in this Article. At the time of posting the Union shall receive electronic notification.

11.02

~~Notwithstanding 3.02 and subject to 1.04(k) and Article 12,~~ The University agrees to fulfill the terms and conditions of ~~any guaranteed~~ the Job Security Period. An employee's Job Security Period is as defined in 1.04 (m) ~~(l)~~. ~~Acceptance of the University's Offer of Admission will be construed as an acceptance of the indicated terms and conditions.~~ Once per cohort year, the Union shall be provided with the names of all members with a Job Security ~~p~~Period in that year, the Department issuing the Job Security guarantee, and number and level of appointments included in that guarantee, and the Department in which the work will occur.

11.03

(c) Work Assignments Covered Under the Job Security Period

(1) While all work assignments will be posted, the Union agrees that the University ~~posts~~ determines and allocates the work assignments for those ~~Assistant~~ work assignments which form part of the Job Security Period (per 1.04 ~~(l)~~ (m)), as indicated in the University's Offer of Admission, which shall not be exercised in an arbitrary or discriminatory manner.

(2) Considerations for the allocation of work assignments which form part of the Job Security Period are:

(i) qualifications, competence, capability, skill and ability, and prior relevant experience;

(ii) coverage of all required work assignments;

(iii) meeting Job Security commitments;

(iv) class schedule and availability;

(v) stated preference.

(3) Following considerations as per 11.03 (c), and where the candidates are demonstrably equal in the opinion of the University, the more senior candidate will be awarded the work assignment.

#### 11.05

##### Applicant Profile and Online Application Forms Process

- (a) All applicants for ~~positions~~ work assignments must apply directly via the ~~Central Job Posting's~~ job posting website providing an application (see Appendix D) and curriculum vitae ~~to~~ for each of the ~~Departments~~ work assignment(s) for which they seek employment. 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'.
- (b) In order to facilitate a consistent application process, the online application system provides applicants with an opportunity to complete both a general profile and a specific application for each course work assignment to which the applicant applies, including the following information:
1. Name and address;
  2. Contact information, including home phone and email;
  3. The choice of individual/specific assignments and the option to rank those assignments by preference;
  4. Whether the applicant wishes to be considered for all other available jobs work assignments in the Department;
  5. The applicant's total number of seniority points;
  6. Prior relevant experience and qualifications;
  7. Other experience or qualifications; and
  8. An attached résumé.
- (c) Online applications shall contain the employment equity statement.
- (d) A saved application will be sent to the relevant Department and a confirmation email will be sent to the applicant's email address. Applicants who do not receive the confirmation email must contact the Department immediately.
- (e) An applicant's submission of an application certifies that the information it contains is accurate for the purposes of allowing the University to assess suitability for employment. An applicant's submission of an application also signifies agreement that the University may use the information submitted for the sole purpose of assessing suitability for employment (including by contacting any references identified).
- (f) Online applications shall also contain a statement that these work assignments are unionized with CUPE Local 3913 and their terms and conditions of work are covered by the Collective Agreement between the University and CUPE Local 3913.

**CUPE 3913 (UNIT 1) MEMORANDUM OF SETTLEMENT  
SEPTEMBER 1, 2016 to AUGUST 31, 2019**

11.06

(a) The University will ensure a process consistent with the provisions of the Collective Agreement, for the selection of candidates for available work assignments. A copy of the written process will be provided to the Union;

(b) Levels of Consideration for Work Assignments

Levels of consideration for ~~positions~~ work assignments will be as follows:

(1) Candidates who are applying for positions within their home Department and are still within their Job Security Period (as defined in 1.04 (1) ~~outlined in 11.02~~) will be considered first; and then,

(2) Candidates who have completed their Job Security Period and who are still within their prescribed program will be considered next. Prescribed program can be defined as the number of semesters that the University has deemed standard for the program of study. Then,

(3) Candidates who have exceeded the prescribed program period for their program of study will be considered. Then,

(4) Candidates in any level, applying for work in their home Department, who have already been assigned to a work assignment(s) in their home Department totaling 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. 11.06.(a).(4) only applies where a candidate is applying for work assignment(s) in their home department.

(5) Candidates applying to additional work assignment(s) outside their home department will be considered for work assignments(s) in those department(s) as per levels (2) and (3) of consideration above.

(c) Selection Criteria for Work Assignments

(1) 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. In cases where applicants are demonstrably equal in the opinion of the University, the senior applicant shall be awarded the work assignment.

(2) A Selection Committee must be established for all job competitions that are equal to or greater than 0.5. The Selection Committee, when established, must be composed of, at minimum, two people with relevant knowledge, experience, and expertise, of which at least one shall be a designated group member (i.e., member of an equity-seeking group, which may include women, racialized people, members of the lesbian, gay, bisexual, transgender,

**CUPE 3913 (UNIT 1) MEMORANDUM OF SETTLEMENT  
SEPTEMBER 1, 2016 to AUGUST 31, 2019**

or queer communities, aboriginal people, or persons with disabilities). The Chair of the Selection Committee must ensure that all members of the Committee have attended an orientation session with DHR at least once during each three-year cycle. The selection committee must establish a rubric for evaluating applicants' qualifications in advance of reviewing applications.

(d) Following completion of the hiring process, the Department shall post, make available electronically in the Department, a summary of all semester work assignments indicating the course and employee(s) assigned to the course. ~~A copy of the summary shall be forwarded to the Union.~~ The summary shall be made available no later than immediately following the second pay of the semester.

11.07

Offers of Work Assignment

(a) Offer of Work Assignment

The successful candidate will be provided, via email, with notification of the offer of the work assignment. This email notification will provide the successful candidate with a reasonable time frame (which must be at least three (3) days) within which to accept the offer. Except in extenuating circumstances, failure to ~~respond accept in writing or by email to the online offer~~ within the specified time frame will be deemed as a refusal of the work assignment.

(b) In order to provide consistency, where applicable, all Offers of a Work Assignment shall include the following:

1. a statement that indicates that this position is covered by an Agreement between the University of Guelph and CUPE Local 3913. The text of the current Collective Agreement is available on the Union's website (cupe3913.on.ca) and the University's website (uoguelph.ca/sessional ta);
2. Department/School;
3. date of the offer;
4. name of employee, address, phone;
5. type of appointment (i.e., GTA, UTA, GSA-);
6. the level of appointment (i.e., 1.0 (140 hours), 0.75 (105 hours), other (hours));
7. additional details with respect to the work assignment;
8. course information, as applicable;
9. Supervisor;
10. lecture days and times (as applicable);
11. start and end dates;
12. Wages;
13. A statement that indicates whether or not the work assignment is being offered in accordance with the terms of the Employee's Job Security Period.
14. A statement that indicates that within seven (7) days of commencement of employment, the employee and the supervisor will meet to discuss the specific responsibilities and requirements of the work assignment. The results of this discussion will be outlined in an Assignment of Work Agreement (Appendix F), a copy of which will be provided to the

**CUPE 3913 (UNIT 1) MEMORANDUM OF SETTLEMENT  
SEPTEMBER 1, 2016 to AUGUST 31, 2019**

employee. The employee may be required to complete, as part of the orientation process as an employee, online courses related to Health and Safety and Accessibility. Note: Subject to 10.01, there shall be no extra payment for hours worked on weekends.

15. The response to the Offer of Appointment must be made online, a copy of which will made available to the employee.

16. An opportunity for the employee to request a printed copy of the Collective Agreement.

~~(b) Once the candidate indicates her acceptance of the work assignment as per 11.07 (a), the University will issue, in writing (or electronically), the formal Offer of Appointment (Appendix E), no later than five (5) days before the first day of employment. The appointee shall return the signed Offer of Appointment no later than one (1) day before the stated start date of the work assignment. A copy of each signed letter shall be forwarded to the Union (by the Department) within five (5) days of receipt of the employee's signed copy by the Department.~~

11.09

Academic Leave of Absence

An employee who has approval, from the Board of Graduate Studies, for academic leave of absence from her graduate program shall not forfeit a semester of work that has been offered to her as part of the Job Security Period (per 1.04 (~~m l~~)) in the University's Offer of Admission unless the employee agrees in writing to forfeit the semester of work.

11.10

Approved Interruption in Work

An employee who has prior written approval from the Department Chair for unanticipated research/scholarly obligations that will prevent her from fulfilling a work assignment, shall not forfeit a semester of work that has been offered to her as part of the Job Security Period (per 1.04 (~~m l~~)) in the University's Offer of Admission, unless the employee agrees in writing to forfeit the semester of work.

13.02

(a) A performance evaluation shall not be included in an employee's academic record.

(b) Evaluations will provide the Employee with an overall rating of either "Satisfactory", "Improvement Required" or "Unsatisfactory".

(c) Once per semester an employee may request that her work performance be evaluated in accordance with this Article.

(d) Prior to the performance evaluation, an employee may submit documentation she feels is relevant to her evaluation.

(e) Self-evaluation cannot be used to discipline or deny work to an employee.

(f) The primary purpose of evaluations is intended to be constructive and developmental in

**CUPE 3913 (UNIT 1) MEMORANDUM OF SETTLEMENT  
SEPTEMBER 1, 2016 to AUGUST 31, 2019**

nature.

(k) Student evaluations will not be the sole consideration for issuing an overall rating of “Improvement Required” or “Unsatisfactory”.

13.05

(a) All evaluations shall be in writing and based solely on the performance of those duties specified in the ‘Assignment of Work Agreement’ (Appendix F) 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. Should the Employee fail to improve their performance within the timeline provided to the employee, the Employer may choose to initiate constructive actions and/or a disciplinary process.

13.06

(d) Student response rate in the evaluation of teaching will be an important consideration in the employee evaluation process.

14.01

Year 1: Base wage increase of 1.50%

Year 2: Base wage increase of 1.50%

Year 3: Base wage increase of 1.50%

<b>UTA</b>	Sept 1, 2015	Sept 1, 2016	Sept 1, 2017	Sept 1, 2018
<b>Base Increase</b>		<u>1.50%</u>	<u>1.50%</u>	<u>1.50%</u>
<b>Total</b>	\$22.69	<u>\$24.03</u>	<u>\$25.38</u>	<u>\$26.73</u>
<b>Wage Component</b>		<u>\$23.03</u>	<u>\$23.38</u>	<u>\$23.72</u>
<b><u>Fellowship Component</u></b>		<u>\$1.00</u>	<u>\$2.00</u>	<u>\$3.00</u>

14.02 Wages are paid bi-weekly on Thursdays and are inclusive of vacation pay.

**CUPE 3913 (UNIT 1) MEMORANDUM OF SETTLEMENT  
SEPTEMBER 1, 2016 to AUGUST 31, 2019**

15.01 The University agrees to provide employees with adequate space, access to private meeting space, and the use of other facilities, services and equipment as required for the performance of their duties and responsibilities.

17.02

(c) An employee who is the primary care provider and who is currently on an active work assignment and who meets the eligibility criteria in 17.02 (b) shall be eligible to receive, on a weekly basis, 100% of the employee's regular wages of the work assignment(s) for the first two (2) weeks (but no more than 100% of the employee's regular weekly wages, less applicable EI weekly earnings), and 45% of their regular wages for the remaining term of their current work assignment(s). In circumstances where the employee is ineligible for Parental/Pregnancy benefits under Employment Insurance (E.I.) the 45% noted above will be increased to 55%. Unpaid parental/pregnancy leave (if taken) will commence immediately following the end of this paid leave period.

18.03 An employee shall be entitled to reschedule her hours of work with no loss of pay to observe established holy days as per her religious beliefs. The employee shall notify her supervisor of such observance normally at the beginning of each semester but at least two (2) weeks prior to the observance of the religious holy day. It is also the Supervisor's responsibility to familiarize herself with established holy days as listed by the University of Guelph's ~~Human Rights and Equity~~ Office of Diversity and Human Rights.

19.01

(a) The University shall provide, on an annual basis (first week of September) a \$100,000 pool, – effective September 1, 2016 a \$60,000 pool (less the \$60,000 already provided); September 1, 2014 a \$60,000 pool; September 1, 2015 a \$70,000 pool, for the purpose of reimbursement offset of the premium costs under the Sunlife UHIP plan for international students who are employees in either of the two Bargaining Units who have opted to participate in the plan. The maximum reimbursement amount available to be paid to an employee will not exceed the premium costs paid by the employee. FASR will facilitate confirmation and disbursement of the pool following the second pay in each of the three academic semesters. Prior to electronic reimbursement, via payroll, FASR will provide notification to the Union of the names and applicable amounts of offset-reimbursement to be provided to eligible members. Any remaining portion of the pool shall be carried forward, during the life of the Agreement, to the subsequent year for allocation in that year.

(b) The University will administer the reimbursement process, without need for application by members, and in a timely manner. The parties agree to adjust the manner in which the pool is allocated through mutual agreement. The employee's pay cheque will clearly indicate when a UHIP reimbursement has been paid out. Management will report to the Union on the amount dispersed, the names of the employees, and the remaining balance in the pool, on a semesterly basis.

(c) Any remaining funds may be transferred from one year to the next during the life of the Collective Agreement. Any amount remaining after all reimbursements have been made for

**CUPE 3913 (UNIT 1) MEMORANDUM OF SETTLEMENT  
SEPTEMBER 1, 2016 to AUGUST 31, 2019**

the 2018-2019 academic year will remain with the Employer.

19.02

(a) On an annual basis (first week of September), the University will provide \$145,000 \$275,000 for the supplemental benefits plan for employees covered by the terms of the Unit 1 and 2 Agreements. ~~Effective September 1, 2013, the University will also provide a one-time payment of \$15,000 to be distributed by the Union prior to the end of the Collective Agreement.~~ (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.

(b) The Union will provide, to the University, on an annual basis, a report summarizing the allocations of the University's contributions.

(c) The University's sole obligation under Art. 19.02 (a) and 19.02 (b) is to provide the above-noted payments to the Union within the relevant time periods. The Union will indemnify and save the Employer harmless from any and all claims which may be made against it by an employee(s) for amounts provided in this Article.

20.01

For the sole purpose of selection for work assignments as outlined in 11.06, employees who have successfully completed the probationary period as outlined in 1.04 (~~k m~~) and Article 12, shall accrue seniority for all ~~positions~~ work assignments in the Bargaining Unit on the following basis:

(a) from an employee's first semester of employment in the Bargaining Unit;

(b) subject to 20.02 (a), one (1) seniority point shall accrue for the successful completion of each work assignment;

(c) one (1) seniority point shall accrue for each semester of service as a member of the CUPE Local 3913 Executive Committee, as a College Steward, or as a Caucus Chair. ~~as per CUPE Local 3913 Bylaws up to a maximum of 28 Executive Committee members.~~

20.02

(d) An accurate relative seniority list shall be maintained by the University, with electronic access provided to the Union. Employees will be provided with electronic access to the seniority list for any department in which they have worked. Departments, and posted on an accessible bulletin board within the Department. ~~Upon request by the Union, a copy of the seniority list shall be provided within ten (10) days. A copy of any requested seniority list shall also be provided to FASR at the same time.~~

23.01

The terms of this Agreement shall be in effect from September 1, 2016 to August 31, 2019 ~~September 1, 2013 to August 31, 2016~~, and shall continue automatically thereafter for annual periods of one (1) year each unless either Party notifies the other in writing, not less than

**CUPE 3913 (UNIT 1) MEMORANDUM OF SETTLEMENT  
SEPTEMBER 1, 2016 to AUGUST 31, 2019**

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.

RENEW Appendix A (Policy on HIV/AIDS)

RENEW Appendix B (Definition of Sexual and Gender Harassment)

DELETE Appendix C (Assistant Job Posting Criteria)

DELETE Appendix D (Applicant Profile and Application Process)

DELETE Appendix E (Assistant Work Assignment Offer of Appointment)

RENEW and AMEND Appendix F (Assignment of Work Agreement)

*Revised agreement template to be finalized and included in printed collective agreement.*

RENEW and AMEND Appendix G – Teaching and Career Development Fellowships

Sponsored by the Provost's Office, ~~two (2)~~ four (4) Teaching and Career Development Fellowships for PhD students registered at the University of Guelph shall be made per year – subject to continuation of the First Year Seminar Program, acceptable applications being received and subject to policies developed and amended from time to time by the Office of the Provost.

Each fellowship consists of a sole-responsibility instructorship of a First Year Seminar (equivalent to a 0.5 credit undergraduate course) to be designed by the applicant subject to proposal approval. Remuneration for the Fellowship would be at Step 3 of the Sessional Lecturer Wage Grid for a one-semester work assignment (Schedule A). The successful candidate(s) will be appointed as a Sessional Lecturer – per Unit 2 of the CUPE Local 3913 Collective Agreement. Right of First Refusal is not applicable. Course proposals submitted by all applicants for Fellowships in the competition remain the intellectual property of the applicant. ~~Application and decision process to be determined by the Provost and provided in writing to the Union within three (3) months of the ratification of this Agreement.~~

RENEW Letter of Understanding #1 (Guelph-Humber Work Assignments)

RENEW Letter of Understanding #2 (Commitment to Assistant Work Assignments)

RENEW and AMEND Letter of Understanding #3 (UTAs and GTAs)

~~Article 2 establishes that subject to the criteria set out in 2.01 both undergraduate and graduate students can be employed under the Unit 1 Collective Agreement. The Collective Agreement also establishes different wage rates for UTAs and GTAs.~~

~~The Collective Agreement does not outline a position description for GTA work vs UTA work. Therefore the differences in UTA work assignments vs GTA assignments is not typically identifiable in posted assigned responsibilities.~~

**CUPE 3913 (UNIT 1) MEMORANDUM OF SETTLEMENT  
SEPTEMBER 1, 2016 to AUGUST 31, 2019**

The difference exists as follows:

- ~~(a) in the recognition of the academic and professional qualifications of a graduate student versus an undergraduate student;~~
- ~~(b) in the level and scope of assigned responsibilities; and~~
- ~~(c) in the recognition of a different level of independence of action. The supervisor's level of expectation may differ (e.g. GTAs expected to assist with broader and less defined scope of student questions/issues than UTAs).~~

The intent of the UTA appointment was, and is, to provide appropriate and mutually beneficial employment and development opportunities to undergraduate students. UTA ~~positions~~ work assignments will not be utilized in place of or to avoid establishing GTA work assignments.

RENEW Letter of Understanding #4 (Student Stipend)

RENEW and RENAME Letter of Understanding #5 (Application for ~~Positions~~ Work Assignments)

RENEW Letter of Understanding #6 (Archiving of Job Postings)

AMEND and RENEW Letter of Understanding #7 (Level of Consideration for Local Union Executive Service)

In recognition of Union Executive service, a Bargaining Unit member elected to the Local Union Executive and serving in such position for a minimum of one (1) full semester shall have her 'prescribed program,' as described in 11.06 (b) (i.e. level of consideration), extended by one semester, to a maximum of three (3) semesters in total, solely for the purpose of applying and being considered for posted Unit 1 work assignment(s). The Union shall be responsible for providing written confirmation to the Assistant Vice-President, FASR (or designate) of the names and Academic Units of the elected Local Union Executive.

NEW Letter of Understanding (Membership on Committees)

The Parties agree that the Union will have the right to employee representation on the following Guelph Campus committees subject to their continued existence and consistent with the committee terms of reference in existence at time of ratification:

Central and Local Joint Health and Safety Committees  
Code of Ethical Conduct Advisory Committee  
Employment Equity Committee  
Human Rights Advisory Group

**CUPE 3913 (UNIT 1) MEMORANDUM OF SETTLEMENT  
SEPTEMBER 1, 2016 to AUGUST 31, 2019**

NEW Letter of Understanding (Employment Equity)

The Parties agree that the University will provide the Union with a report of the survey results for the designated groups (as determined by the Federal Contractors Program) that clearly indicates the results for Members surveyed. The survey will include Unit 2 members and will be conducted at least once during the life of the Collective Agreement.

In addition, the University will:

- Provide training for TAs and Sessional Lecturers on inclusive teaching practices;
- Meet, annually, with the Union representatives to consult about perceived systemic barriers.

NEW Letter of Understanding (Sexual and Domestic Violence)

The parties agree that provisions of the collective agreement relative to short-term medical leave, access to the Student Health Services and workplace accommodation through the Accommodation Partnership Agreement are necessary supports and are available to survivors of domestic or sexual violence.

Further to the Collective Agreement, additional information regarding sexual violence support may be found at the following web location:

<https://www.uoguelph.ca/sexualviolence/resources#staff>

RENEW Letter on Intellectual Property

RENEW Letter Regarding Quality of Education

RENEW and AMEND Letter Regarding Teaching Opportunities

I am writing to affirm the University of Guelph's continued commitment to the highest standards of pedagogy, to the education and well-being of the whole person, to meeting the needs of all learners in a purposefully diverse community, to the pursuit of its articulated learning objectives, to rigorous self-assessment, and to a curriculum that fosters creativity, skill development, critical inquiry, and active learning. As part of this continued commitment, a bargaining unit member GTA, may choose to discuss with her department Chair and/or Supervisor teaching experience in her academic unit.