

COLLECTIVE AGREEMENT ENTERED INTO

in the City of Guelph in the Province of Ontario as of October 6, 2020

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3913 (UNIT 1)

(hereinafter called the 'Union')

***CUPE 3913***

AND

THE UNIVERSITY OF GUELPH

(hereinafter called the 'University')



September 1, 2019 to August 31, 2023

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## **Article 1      Scope and Purpose**

- 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.
- 1.02 The Parties agree to the foregoing and following provisions (which include all current Appendices, Letters, and Memoranda of Understanding forming an integral part of this Agreement), which shall supersede all previous Agreements between the University and the employees represented by the Union.
- 1.03 The pronouns “they” and “them” are used in the singular or the plural with the intention of creating neutrality around gendered constructs.
- 1.04 For the purpose of interpretation of this Agreement, the following definitions will apply:
- (a) A ‘semester’ is as defined in the Graduate Calendar and in the case of the Doctor of Veterinary Medicine (DVM) program as defined in the Undergraduate Calendar;
  - (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);
  - (c) Unless otherwise specified, a ‘day’ is a working day in the University’s Human Resources Division;
  - (d) ‘Department’ means Academic Department, School, or Interdepartmental Program at the University of Guelph and Program at the University of Guelph-Humber;
  - (e) ‘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;
  - (f) An ‘employee’ means an employee of the University included in the Bargaining Unit as defined in Article 2 of this Agreement;
  - (g) ‘FASR’ means Faculty and Academic Staff Relations;
  - (h) ‘Grievance’ shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Agreement, and shall be processed as indicated in Article 8;

- (i) 'GSA-1' means a Graduate Service Assistant employed in work directly related to the academic enterprise;
- (j) 'GTA' means Graduate Teaching Assistant;
- (k) 'Guest Lecturer' is a person engaged by reason of professional status or unique qualifications to give occasional lectures or seminars, making up a part of a course. For purposes of further clarifying this definition 'occasional,' shall normally not be more than three (3) lectures or seminars per course per semester. It is understood that the use of a guest lecturer(s) shall not result in any loss of pay for an employee hired to teach that particular course;
- (l) 'Human Resources File' means the human resources file held by the academic unit in which the work has been undertaken and the Human Resources file held by the Human Resources Division;
- (m) 'Invigilator' (previously known as 'floater') is defined as an employee assigned to perform solely the functions of monitoring and/or proctoring students while they write examinations. It is understood that invigilating assignments may be pro-rated at less than the established minimum 0.5 work assignment, but at no less than a minimum of one (1) hour per monitoring/proctoring session. Such minimum shall not be construed as a guarantee of employment and such minimum is not applicable when invigilation is part of a GTA or UTA work assignment;
- (n) 'Job Security Period' determines the level of consideration for the purposes of 11.04(d) and is defined as the number of work assignments clearly offered within a time frame clearly specified in the Offer of Admission. A Job Security Period exists only when the Offer of Admission states the specific semester(s) of the guaranteed work assignment(s) or, at a minimum, the specific academic year of the guaranteed work assignment(s). Extra work assignments secured over and above those specified in the Offer of Admission shall not be considered part of the guaranteed stipend and shall be paid separately, over and above any monies received as part of the stipend;
- (o) Notwithstanding Article 12 'probationary employee' means an employee who has:
  - (1) not been previously employed in a Bargaining Unit position; or
  - (2) been employed previously as a GSA-1 and who has been subsequently appointed to a GTA work assignment, that employee will then serve a further two-month probation period; or
  - (3) been appointed to a GTA work assignment after having been employed in an UTA work assignment with substantially different duties or in a substantially different academic discipline, that employee will then serve a further two-month probation

period.

- (p) 'Spouse' is a person who is married to an employee, or who cohabits with the employee in a continuing conjugal opposite or same sex relationship;
- (q) 'Student' means a person who is registered as a student at the University of Guelph;
- (r) 'Supervisor' means the person directly responsible for the assignment and direction of work. It is understood that there will be no more than one supervisor per work assignment;
- (s) 'Union Designate' is anyone appointed by the Union to act on its behalf; and
- (t) 'UTA' means Undergraduate Teaching Assistant.

## **Article 2      Union Recognition**

2.01 The University recognizes the Canadian Union of Public Employees Local 3913 (Unit 1) as the exclusive bargaining agent for all GTAs, GSA-1s employed in work directly related to the academic enterprise, and UTAs, regularly employed at the University of Guelph in the City of Guelph for not more than twenty-four (24) hours per week or less in teaching-related duties (notwithstanding 10.01), including but not limited to preparing and conducting tutorials, laboratories and seminars, grading assignments, reports and examinations, invigilating tests and examinations, save and except:

- (a) persons holding full-time and part-time academic appointments at any rank including contractually-limited term appointments of twelve (12) months or more;
- (b) persons paid exclusively through grant funding from sources other than the University;
- (c) persons providing non-credit instruction in the Department of Athletics;
- (d) persons employed in Open Learning and Educational Support, or persons employed in courses intended primarily for students who are not registered in a degree-credit program;
- (e) persons engaged by reason of professional status or unique qualifications to give occasional or guest lectures or seminars, making up part of a course offered in a degree-credit program;
- (f) persons who exercise managerial functions or who are employed in a confidential capacity in matters related to labour relations;
- (g) persons covered by Collective Agreements or subsisting bargaining relationships between the University and other Trade Unions as of the date of the Ontario Labour Board's issuance of this Union's certificate;
- (h) persons engaged by the University to support volunteer study sessions, as long as the support does not consist of teaching-related duties as outlined in this Article; and
- (i) persons employed under contract as Sessional Lecturers.

2.02

- (a) Subject to 1.01, the University acknowledges, and shall not interfere with, the role and obligation of the Union to represent and act on behalf of members of the Bargaining Unit in matters pertaining to the provisions of the Collective Agreement.
- (b) Additionally, and for purpose of clarity, this Agreement specifically excludes: non-students, students not employed as TAs or GSA-1s, Faculty, Contractually-Limited Term appointed Faculty, part-time Faculty, Sessional Lecturers, Postdoctoral Fellows, Research Fellows, Research Associates, Program Coordinators, and persons employed primarily in research.

Where there is a conflict between this Article and the description in the Certificate, the Certificate shall prevail.

### **Article 3 Management Functions**

- 3.01 The Union acknowledges that it is the function of the University to exercise the regular and customary functions of management and to direct the workforce subject to the terms of this Agreement.
- 3.02 Without limiting the generality of the above, these management functions include, but are not limited to:
- (a) hire, appoint, re-appoint, not appoint, classify, direct, assign, promote, demote, retire, transfer, layoff or recall, discharge, reprimand, suspend or otherwise discipline employees. A claim of discriminatory exercise of these management functions, including promotion, demotion, layoff or a claim of discipline without just cause, shall be treated as a grievance, as provided for under Articles 8 and 9 of this Agreement;
  - (b) generally manage the University and without restricting the generality of the foregoing: determine the number of employees required from time to time, determine the requirements of a work assignment, the standards of the work to be performed, the methods, procedures, and equipment, schedules of work and all other matters concerning the operation of the University;
  - (c) maintain order, discipline and efficiency;
  - (d) expand, reduce, alter, combine, transfer or cease any course, work assignment, program, Department, operation or service, provided that any expansion, alteration, combining, transfer or ceasing of any course, work assignment, program, Department is not inconsistent with the terms of this Agreement; and
  - (e) develop, implement, modify and amend policies, rules, procedures and practices provided that such policies, rules, procedures and practices are not inconsistent with the terms of this Agreement.
- 3.03 The University agrees that these functions shall be exercised in a manner consistent with the provisions of this Agreement.
- 3.04 The University agrees that no work or function performed by members of the Bargaining Unit shall be contracted out when doing so shall result in the direct layoff of a Bargaining Unit member.



#### **Article 4      Union Representation**

- 4.01 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, across Departments, or at the University of Guelph-Humber 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.
- 4.02 The University shall recognize a bargaining team that includes nine (9) members of which two (2) are employees or have been employees in the twelve (12) months immediately prior to the commencement of negotiations. However, the University recognizes that a maximum of eight (8) members will be present at negotiations at any one time.
- 4.03
- (a) There shall be a Labour/Management Committee comprised of three (3) representatives of the Union and three (3) representatives of the University.
  - (b) Meetings of the Committee shall be held within two (2) weeks of receipt of written notification by either Party. Such notification shall outline the purpose and/or items requiring discussion at the meeting. The Committee shall have authority to make recommendations to the Parties, but shall not amend, modify or alter the terms of this Agreement.
- 4.04
- (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.
- 4.05 Unless otherwise specified all correspondence between the Parties shall be emailed between FASR and the Local Union.

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 their scheduled working hours as a member of the Bargaining Unit, except as provided in this Agreement or otherwise in writing.

## Article 5      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), 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. 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).
- (c) The University agrees that its definition of Sexual and Gender Harassment shall form part of this Agreement (see Appendix B).

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 their rights as provided for in this Agreement. Personal conduct or behaviour also constitutes harassment, whether or not it is based on Code prohibited grounds, when it creates an intimidating, demeaning or hostile working environment.

5.03 The University and the Union agree to the definition of harassment as defined in the University of Guelph's Human Rights Policy and Procedures.

5.04 Parties will be notified of their right to Union representation during the complaints process where complaints are related to their employment with the University.

5.05

- (a) The Parties agree that any allegation of harassment or discrimination under this Article shall be handled through the grievance procedure in a confidential manner.
- (b) In the event of a grievance resulting from any alleged violation of Article 5 the grievors may, where the person against whom the allegation is being made is their supervisor, Chair/Director, or Dean, refer the grievance to the next highest step of the grievance procedure.
- (c) Where the Union files a grievance alleging harassment and/or discrimination and the Member has filed or subsequently files a complaint under the Human Rights Policy Procedures, the sexual violence procedures, or the workplace harassment procedures alleging substantially the same incidents, the Parties agree that only one investigation will occur. The grievance's timelines will be extended for the duration of the investigation. If the Union raises an objection with the investigation the grievance may continue to the next step.
- (d) In grievances alleging harassment and/or discrimination under human rights grounds, the University may employ Fact Finders from Diversity and Human Rights that are not from the same Department(s) where the incidents took place.
- (e) The University will appoint an investigator and conduct investigations in a timely manner.

5.06 Where an employee has filed a grievance alleging that they have been a victim of harassment they shall have the right to Union representation and shall not have to be present at any meeting with the alleged harasser. The Union Designate may speak on their behalf at any stage of the grievance process. The employee may request of the Dean (or designate) of their College, or the Vice-Provost at the University of Guelph-Humber, that their employment duties be modified, as the particular circumstances dictate, in order to eliminate contact with the alleged harasser during the period of investigation. Such request will not be unreasonably denied and when granted, the grievor shall not experience a loss of pay or seniority or other entitlement provided for under this Agreement.

5.07 The University agrees to consult the Union with respect to any planned changes to the Human Rights Policy and Procedures document.

## **Article 6 Union Membership, Security, Facilities and Information**

### 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 of the Union.
- (b) The University shall remit the amount deducted to the President or designate of the Union immediately following the pay period in which deductions were made and at the same time forward a spreadsheet indicating the pay period covered by the deduction and the following information: names, employment status, Departments, job titles and the amount of dues deducted, type of earnings (Schedule, vacation, etc.), current earnings, current hours, current dues, year-to-date earnings, year-to-date hours, and year-to-date dues and year-to-date regular earnings, current and year-to-date hours worked, and current and year-to-date dues deducted of the employees from whom the deductions were made.
- (c) Upon request the University will provide any available and additional pertinent information necessary to assist the Union in completing any legislated requirement of disclosure of Union finances or other affairs, including the Federal and Provincial statistics survey.
- (d) Immediately following the first pay period of each semester, the University shall provide the Union with a full and complete electronic list of Bargaining Unit members. The list will include the following information for each employee: name, employee number, job title, Department, home mailing address, office number, personal telephone number, work email address, and personal email address (if available). This list will be updated immediately following the second pay period of the semester and again immediately following the fourth pay period of the semester.

6.02 The Union shall indemnify and save the University harmless from any and all claims, lawsuits, 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 (f), 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

- (a) The University shall endeavour to have sufficient copies of this Agreement printed within forty-five (45) days of ratification by both Parties. The Union will reimburse the University for one-fifth (1/5) of the costs. The Agreement shall be printed at a unionized printer jointly agreed to by the Parties, with the printer's Union logo clearly visible.
- (b) The University shall forward to employees who are earning wages at the time of printing an email message which contains the electronic address to the new Agreement. The

Departments shall provide new employees with the electronic address for the Agreement, and shall provide, where requested by an employee for reasons of accessibility, a printed copy of the current Agreement at the same time as the Offer of Appointment (as per 11.06 (b) is sent to the employee.

- (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. Any employee may request a printed copy of the Collective Agreement and it shall be supplied within one (1) week of the request.

6.04 The University shall provide the Union with reasonable bulletin board space for official Union notices 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 expenses with respect to office space, telephone and any other such services.

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

6.06 The University shall provide the Union with access, at standard cost, to its facilities and services. These services include, but are not limited to, mail services, meeting rooms, catering services, and audio-visual equipment.

6.07 The University shall provide to the Union, once each academic year (September), the equivalent of four (4) GTA work assignments to be distributed by the Union among Local Union Officers. In a negotiations year, this amount will increase to the equivalent of five (5) Graduate Teaching Assistant work assignments to be distributed by the Union among Local Union Officers.

6.08 The University shall provide the Union with at least twenty (20) minutes to make an orientation presentation at official Graduate Student orientation session(s). The Union's presentation(s) shall not conflict with other orientation sessions.

6.09 Once each semester the Union shall be provided with a list of all Colleges and Academic Departments including the names of Deans and Chairs/Directors.

- 6.10 Prior to the orientation day, the Union shall provide an outline of the discussion topics to the Assistant Vice-President (Graduate Studies) or designate for information purposes. The Union shall endeavour to provide these topics two (2) weeks prior to the orientation day.
- 6.11 In the event that legislation is enacted that alters the current dues deduction, remittance language, or Union security provisions as set out in this collective agreement or existing legislation, the Parties shall meet to review the new legislative regime and its implementation in a manner that allows the Union to fulfill its legal obligations.
- 6.12 The Union shall be notified of the full name, position, Department, and contact information of all new employees hired into the bargaining unit prior to their first day of employment.
- 6.13 The Union may request information pertinent to the operations of the University. The University shall provide information that it deems relevant to the bargaining unit.
- 6.14 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:
- (1) Central and Local Joint Health and Safety Committees
  - (2) Code of Ethical Conduct Advisory Committee
  - (3) Employment Equity Committee
  - (4) Human Rights Advisory Group
- 6.15 The Parties agree that the University will provide the Union with an aggregate report of the equity data, including data on the equity groups identified in the Federal Contractors Program, collected on employees represented by Unit 1 at least once during the life of the Collective Agreement.

In addition, the University will:

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

**Article 7      No Strike/Lockout**

- 7.01    The Union undertakes that there will be no strike as defined in the Ontario Labour Relations Act during the term of this Agreement nor will the Union or any of its members (during their scheduled hours of work) take part in sympathy strikes, work slowdowns, or any other such related action arising from the activities of other units, Locals, Unions, employee groups or persons.
- 7.02    The University undertakes that there shall be no lockout as defined in the Ontario Labour Relations Act during the term of this Agreement. In the event that any other certified Bargaining Unit of the University of Guelph is engaged in a lawful strike, employees covered by this Agreement shall not be required, nor asked, to perform work normally performed by those striking employees.
- 7.03    The University shall have the right to discipline, suspend or discharge any employee who participates in any improper strike, work slowdown, or work stoppage at the University, or interference with work of the University. No employee shall be disciplined, suspended or discharged for being unable to cross a picket line for safety reasons.



## **Article 8      Grievance Procedure**

### **8.01    Preamble**

- (a) Nothing herein shall be deemed to preclude an employee from discussing problems, personal or employment related, with their supervisor, Chair/Director, or representative of FASR, provided no agreements are reached that are inconsistent with the provisions of this Agreement.
- (b) Nothing herein shall be deemed to preclude a supervisor, Chair/Director, Dean or senior University Administrator from meeting with the Union, provided any resolution reached is not inconsistent with 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.
- (c) Nothing herein shall be deemed to preclude employees from discussing problems, personal or employment related, with their Union Designate, or to demand that their Union Designate be present at any meeting held pursuant to this Article.
- (d) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Agreement.
- (e) The University acknowledges that the Union has carriage of grievances; therefore, at any stage of the Grievance Procedure, the employee has the right to be represented by a Union Designate. Further, the Local Labour Relations Coordinator may attend any grievance meeting. The National Representative may attend the grievance meetings at the Formal Grievance Stage(s).
- (f) In order to ensure that grievances of employees are remedied in a reasonable, just and equitable manner, the University and the Union mutually agree that the procedure for submitting and dealing with grievances, shall be as indicated in the remainder of Article 8.
- (g) Through the Formal Grievance Stage(s), written communication shall be between the applicable Union and FASR representative. Written communication at the Informal Stage of the Grievance Procedure shall be between the employee(s) and the applicable FASR Designate and copied to the Union.
- (h) The University and the Union agree that all settlements/remedies reached through the grievance stage(s) between the representatives of the Parties will be final and binding upon the Parties and the employees.
- (i) The time limits in both the grievance stage(s) and arbitration stage may be extended only by mutual written consent of both Parties to this Agreement. Similarly, no step in the grievance procedure may be waived without mutual, written consent of both Parties to this Agreement.

- (j) Where no answer is given within the time limit specified, the grieving Party shall be entitled to submit the grievance to the next stage of the Grievance Procedure. Should the grieving Party exceed the above time limits, the grievance shall be considered to have been withdrawn.
- (k) Unless otherwise agreed to by the Parties, no grievance may be submitted to arbitration which has not been properly carried through all requisite stages of the Grievance Procedure.
- (l) Withdrawal of a grievance, for any reason, shall be understood to be without prejudice.
- (m) In the case of an employee who has been suspended or discharged, the employee has the right to submit a grievance in writing, signed by the employee and the Union, to the Assistant Vice-President, FASR (or designate), at the Formal Stage of the Grievance Process. A meeting will be held within five (5) days following the Union's receipt of notice of the suspension or discharge.
- (n) In the case where a former employee is disciplined for reasons directly related to their employment responsibilities following the completion of their most recent work assignment, the former employee has the right to submit a grievance in writing, signed by the former employee and the Union, to the Assistant Vice-President, FASR (or designate) at the Formal Grievance Stage. A meeting will be held within five (5) days following the employee's disciplinary action, and/or the Union has been made officially aware of the disciplinary action taken, as per Article 8.
- (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, 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. This documentation shall be limited to application packages and hiring rubrics. If warranted, the grievance shall then proceed to the Formal Stage as per 8.03.
- (p) During the formal grievance stage, the University shall disclose other documents relied upon by the committee in making its decision which it deems relevant to the Union's grievance. FASR will not unreasonably deny the Union's request.

## 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.

- (b) The Chair/Director shall be allowed ten (10) days to seek information and advice and to communicate their decision, in writing, to the employee and copied to the Union. Failing settlement, the employee has the right to file a written grievance in the following manner and sequence. The timeline for filing a formal grievance shall start the day the Union receives a copy of the informal written response from the supervisor.
- (c) Failing settlement at the informal stage and within ten (10) days following receipt of notification of the decision, the employee has the right to present a written grievance to the Dean (or designate) of their College, or the Vice-Provost at the University of Guelph-Humber, and Assistant Vice-President, FASR (or designate), delivered to the Assistant Vice-President, FASR (or designate).

### 8.03 Formal Grievance Stage

- (a) An individual, group or policy grievance shall include the following:
  - (1) the date of presentation;
  - (2) the nature of the grievance and any supporting documentation which the grievor and/or Union believes is relevant in support of the grievance;
  - (3) where applicable the names of the grievor(s);
  - (4) the remedy sought;
  - (5) the Article, Section or Sections of this Agreement allegedly violated or the alleged occurrence said to have caused such grievance; and
  - (6) the signature of the employee(s), where applicable, and the Union Designate(s).
- (b) It is agreed that an individual and a group grievance will not both be filed in reference to the same alleged violation of this Agreement within the same Department. Further, it is agreed that a policy grievance shall not be initiated where a group of employees could initiate a group grievance. Additionally, it is agreed that a policy grievance shall not be initiated where an individual employee could initiate an individual grievance.
- (c) The Dean (or designate) and Assistant Vice-President, FASR (or designate) shall convene a meeting within ten (10) days with the employee, and a Union Designate. With reasonable notice to the other Party prior to the meeting, either Party may have others attend who have information relevant to the specific grievance.
- (d) The Assistant Vice-President, FASR (or designate) shall reply, in writing, within fifteen (15) days of that meeting.

- (e) Failing settlement of the grievance, the Union, within fifteen (15) days of such decision, has the right to demand in writing that the matter be taken to arbitration in accordance with the procedure set out hereunder.

#### 8.04 Group Grievance

- (a) A group grievance is defined as an alleged violation of this Agreement concerning two (2) or more employees.
- (b) Such group grievances shall be submitted in writing, signed by a Union Designate, and submitted to the Assistant Vice-President, FASR (or designate) within thirty (30) days after the occurrence of the matter that is the subject of the grievance.
- (c) A meeting to resolve the grievance shall be held within ten (10) days after the receipt of the written grievance and the Assistant Vice-President, FASR (or designate) shall provide a written response within twenty (20) days after receipt of the grievance.
- (d) If the group grievance is not resolved, the Union may notify the University, in writing, within twenty (20) days that it intends to proceed to arbitration pursuant to this Agreement.

#### 8.05 Policy Grievance

- (a) A policy grievance is distinguished from an individual employee's grievance or group grievance and is defined as a difference arising between the University and the Union as to the interpretation, application or alleged violation of a specified provision or provisions of this Agreement.
- (b) Such policy grievances shall be submitted in writing, signed by a Union Designate, or the Assistant Vice-President, FASR (or designate), as the case may be, and submitted to the Assistant Vice-President, FASR (or designate) or Union Designate, as the case may be, within thirty (30) days after the occurrence of the matter that is the subject of the grievance.
- (c) A meeting to resolve the grievance shall be held within ten (10) days after the receipt of the written grievance and the responding Party shall provide a written response within twenty (20) days after receipt of the grievance.
- (d) If the policy grievance is not resolved, the initiating Party may notify the other Party, in writing, within twenty (20) days that it intends to proceed to arbitration pursuant to this Agreement.

#### 8.06 Arbitration

- (a) If the University or the Union request that a matter be submitted to arbitration, it shall make such request in writing addressed to the other Party and at the same time state its

nominee or request that the matter be heard by a sole arbitrator and provide a list of no less than three (3) potential arbitrators.

- (b) Within ten (10) days thereafter, the responding Party shall name a nominee, provided however, that if the Party fails to name a nominee the appointment shall be made by the Minister of Labour upon the request of either Party. The two (2) nominees shall attempt to select, by agreement, a Chair of the Board of Arbitration. If they are unable to agree upon a Chair within a period of ten (10) days, either may then request the Minister of Labour to appoint an impartial Chair.
- (c) If the responding Party accepts that the matter will be heard by a sole arbitrator, the responding Party shall provide its own list of no less than three (3) potential arbitrators. The Parties shall, within ten (10) days of the exchange of lists, jointly agree on a sole arbitrator. If they are unable to agree upon an arbitrator within a period of ten (10) days, either may then request the Minister of Labour to appoint an arbitrator to hear the grievance.
- (d) Within ten (10) days of agreeing to a single arbitrator or a Board of Arbitration, a hearing will be scheduled. If the parties are unable to schedule a hearing within six (6) months, either party may require, in writing, that a new arbitrator or Board of Arbitration be selected. The process for doing so shall be the same as for other arbitrator/Board of Arbitration appointments.
- (e) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance. In the case of changes to the Labour Relations Act, the Parties agree to meet in order to discuss the effect of such changes on this Collective Agreement.
- (f) A sole arbitrator shall have the same powers and be subject to the same restrictions as a Board of Arbitration appointed under this Agreement. The responding Party shall within ten (10) days thereafter respond to such a proposal.
- (g) The Board of Arbitration or sole arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement. The jurisdiction of the Board of Arbitration or sole arbitrator shall be confined to the issue in dispute. The decision of the Board of Arbitration or sole arbitrator shall be final and binding upon the Parties. The decision shall be unanimous or one reached by a majority of the members of the Board, provided, however, that if there is no majority decision of the Board, then the decision of the Chair shall constitute the final binding decision of the Board.
- (h) In the event that a Board of Arbitration or sole arbitrator deals with a matter relating to discharge, suspension or disciplinary action, then the Board or arbitrator has the authority to reinstate an employee with or without compensation for wages and any other benefits lost, or to make any other award it may deem just and reasonable which would be consistent with the terms of this Agreement.

- (i) Each of the Parties will bear fifty (50) percent of any expense of the sole arbitrator or the expenses of their nominee and the Parties will jointly bear the expense, if any, of the Chair of the Board of Arbitration.
- (j) The Party demanding arbitration shall be responsible for informing any third Party likely to be adversely affected:
  - (1) of the time and place of the sitting of the Board of Arbitration or sole arbitrator;
  - (2) of the matter to be placed before the Board or arbitrator; and
  - (3) of the right of that third Party to be present and represented.

## **Article 9      Discipline, Suspension and Discharge**

### 9.01

- (a) The University shall not discipline, suspend or discharge an employee without just cause.
- (b) It is acknowledged that if a disciplinary action is challenged through the grievance procedure, the onus rests with the University to demonstrate just cause.
- (c) In the event that allegations which have initiated disciplinary proceedings against an employee are subsequently shown to be false or unsubstantiated, all written documentation related to such allegations shall be destroyed and such false or unsubstantiated allegations shall not be relied upon in any future action.
- (d) The timelines indicated in this article may be extended by mutual agreement of the University and the Union.

9.02 The University recognizes the principle of progressive discipline and shall utilize such an approach when addressing issues requiring a disciplinary response. It is acknowledged that disciplinary action with respect to employment matters may be subject to challenge through the grievance procedure.

9.03 The University shall, in the process of progressive discipline, use verbal then, if warranted, written warnings. In such cases (pursuant to 9.06), the employee shall be clearly informed that it is a verbal or written warning. The investigation of circumstances leading to a decision to take disciplinary action and the communication of such disciplinary action shall be conducted in accordance with 9.05.

9.04 A written disciplinary warning shall precede more serious disciplinary action (i.e., suspension or discharge), except in the case of gross misconduct. The written disciplinary warning shall include a description of the improvement required and identify a reasonable time period in which to demonstrate the required sustained improvement in the area of concern.

### 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.
- (b) The investigation, in and of itself, is not considered to constitute discipline.
- (c) All investigations will be conducted as expeditiously as possible.

- (d) 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.
- (e) 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.
- (f) 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.
- (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.
  - (1) 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.
  - (2) 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.
- (h) 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.
- (i) 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.

9.06 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).

- 9.07 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.
- 9.08 Employees have the right to review their full and complete Human Resources File no more than once (1) per semester and additionally once during a grievance process. The Union, with the employee's written consent, also has the right to review the employee's Human Resources File. In order to do so, employees and/or the Union shall submit their request in writing to FASR. An appointment for this review shall take place within three (3) days of receipt of the request.
- 9.09 With respect to consideration of information for decision making, hiring decisions are made in accordance with Article 11 and disciplinary decisions are made in accordance with Article 9.
- 9.10 Disciplinary records shall be kept in a sealed envelope in the Human Resources File and may only be considered when relevant to an employment-related decision

## Article 10 Hours of Work

### 10.01

- (a) Subject to the provisions of this Article, a full (1.0) GTA, 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 semester.
- (b) 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 (compared to a full semester work assignment) or the percentage of time the employee is employed (compared to a full semester work assignment). Such pro-rated work assignments shall be rounded up to 0.5 if it is less than 50% of a full assignment or 0.75 if it is between 50% and 74%. 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.
- (c) In unusual circumstances, proportionate Teaching Assistant work assignment arrangements of less than 0.5 (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. Such appointments, where anticipated, will be posted, in accordance with 11.01. 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.
- (d) For a work assignment which is more than or equal to 0.75 of a full work assignment, or where an employee holds more than one work assignment in the same academic unit which totals more than or equal to 0.75 of a full work assignment, the scheduled number of hours worked in a week shall normally not exceed twenty-eight (28), unless there is mutual agreement between the Parties (i.e., the Department and the employee) to exceed twenty-eight (28) hours in any one week. Authorized hours worked in excess of twenty-eight (28) in any one (1) week shall be compensated at the applicable rate specified in Schedule B.
- (e) For a work assignment which is less than 0.75 of a full work assignment, the scheduled number of hours worked in a week shall normally not exceed twenty (20) unless there is mutual agreement between the Parties (i.e., the Department and the employee) to exceed twenty (20) hours in any one week. Authorized hours worked in excess of twenty (20) in any one (1) week shall be compensated at the applicable rate specified in Schedule B.
- (f) Applicable payments under Schedule B shall be paid on the next regular pay cycle.

## 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 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.
- (b) All work of an employee related to the assignment shall be included in the calculation of the employee's required hours. Such work may include, but not be limited to: preparing and conducting tutorials, laboratories and seminars; grading assignments, reports and examinations; supervising field trips; class leadership; consultation/office hours; responding to student emails (which are specifically related to the employee's assigned work responsibilities), monitoring and/or moderating online discussions (which are specifically related to the employee's assigned work responsibilities); employment related orientation and training; and provision of other academic support and assistance.

## 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 in accordance with this Agreement.
- (b) It is recognized that assigned work and/or priorities may change during the term of employment and adjustments to the assigned work may be required. In addition, an employee, subsequent to the above initial meeting, may have reason to believe that they have been given unreasonable expectations as outlined in 10.02. The employee and/or the supervisor, have the right to request a meeting to resolve the issue.
- (c) Such meeting shall occur within two (2) days of receipt of a request under 10.03 (a) or (b). Additional meetings between the employee and their supervisor shall be held as required. The employee may be accompanied by a Union Designate if they wish. Any agreement reached at such meetings shall be consistent with the Collective Agreement and shall be added to the Assignment of Work Agreement and signed by the supervisor and the employee.

10.04 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 a work assignment. Employees may be required to provide students with their University of 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.

10.05

- (a) With the approval of the employee's supervisor, an employee may arrange to exchange their duties, or for their substitution, with or by a qualified and capable employee. Such approval by the employee's supervisor shall not be unreasonably denied.
- (b) Where unexpected but authorized excess work is carried out (i.e., greater than the teaching/service assistant appointment for that semester), in excess of the full teaching/service assistant appointment or pro-rata appointment, as the case may be, the work shall be paid at the applicable Schedule B rate.
- (c) The University agrees that, subject to 11.07 and Article 9, no employee who has accepted a work assignment will have their number of hours reduced during that contract period.

## **Article 11 Postings and Appointments**

### **11.01 Posting Procedure**

- (a) Except as otherwise provided, all work assignments shall be posted as they arise using a standard posting format.
- (b) In order to provide consistency, where applicable, 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 work assignment(s) (i.e., GTA, GSA-1, UTA);
  - (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 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 work assignment(s);
  - (8) 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;
  - (9) the days and times required;
  - (10) required and preferred qualifications (academic and/or professional);
  - (11) wage rate per hour and total;
  - (12) application deadline;
  - (13) hiring contact information, including a posting email address;
  - (14) the status of the posting;
  - (15) any applicable equity provisions;

- (16) 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;
  - (17) a 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 and a link to the Union's website.
- (c) Where a course has both In-Class and DE section(s), the DE sections(s) shall be posted separately from the In-Class section(s).
  - (d) In situations where the University anticipates that the work assignment may be available for two (2) or three (3) semesters, the posting shall clearly indicate this possibility. The decision to appoint an employee for more than one (1) semester at a time shall be at the sole discretion of the University). In addition, the start and end dates for these appointments shall coincide with those established by the University. The appointments in such a case shall be made in accordance with the existing provisions of the Collective Agreement as they pertain to a single work assignment.
  - (e) Work Assignments shall be posted by the Department electronically on the job posting website for TAs, GSA-1s and Sessional Lecturers, within the time frames provided for in this Article. At the time of posting the Union shall receive electronic notification.
  - (f) The University shall respond to inquiries from the Union regarding posting criteria as specified in (a), (b) and (c). The Union shall notify FASR in writing of postings which in the Union's view do not comply with the requirements of (a), (b) and (c). The University shall consult with the appropriate Union Designate(s) within two (2) days of receipt of such notice, and where the Parties agree the posting did not meet the posting criteria as specified in (a), (b) and (c), FASR will provide, within ten (10) days, a written response to the Union outlining any remedial actions taken.
  - (g) Upon request by the Union, the University shall expedite the processing of any grievances respecting postings, or appointments made under 11.02 (b) and (c), in accordance with Article 8 (with a Formal Stage Grievance meeting set up within five (5) days of receipt of the grievance).

## 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) days prior to the commencement of the work assignment.
- (b) The University shall not be required to post a work assignment under the following circumstances:

- (1) an employee withdraws from a work assignment;
  - (2) if an unanticipated work assignment occurs;
  - (3) when a work assignment becomes available after the first day of classes as a result of illness or resignation;
  - (4) when a work assignment is offered to an employee who then declines to accept it;
  - (5) subject to the Right of First Refusal provisions in Appendix F of the Unit 2 Collective Agreement, when a work assignment is offered to a University of Guelph PhD student as part of their program requirements. It is recognized that this provision may only be applied once to a particular PhD student.
- (c) The University shall offer the work assignment to employee applicants with active applications as per the regular assignment procedure. In instances where there are no applicants, no suitable applicants, or when time and/or operational needs require that the regular assignment procedure be suspended, the University shall assign the work to a qualified person as per 11.04 in the following order:
1. Current CUPE 3913 employees who applied for that specific semester and course;
  2. Individuals who have current applications on file with the academic unit (generally within the past four (4) semesters);
  3. A person deemed suitable by the academic unit.

The University shall inform the Union within ten (10) days following such assignment.

### 11.03 Applicant Profile and Online Application Process

- (a) All applicants for work assignments 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. 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 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 applicant's total number of seniority points;
  - (4) prior relevant experience and qualifications;
  - (5) other experience or qualifications;
  - (6) an attached résumé;
  - (7) the choice of individual/specific assignments and the option to rank those assignments by preference; and
  - (8) whether the applicant wishes to be considered for all other available work assignments in the Department.
- (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.

#### 11.04 Selection Process

- (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) Appointments to Teaching Assistant Work Assignments

The Union agrees that the University shall make the determination as to the number and selection of students to Teaching Assistant work assignments based upon criteria set by the University. Criteria for selection of students for GTA work assignments shall be in accordance with the provisions of the Collective Agreement.



- (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. 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 and are still within their Job Security Period (as defined in 1.04(n)) 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; and then,
  - (3) candidates who have exceeded the prescribed program period for their program of study will be considered; and then,
  - (4) candidates at any level applying for work in their home Department 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 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.
- (e)
- (1) A Selection Committee must be established for all job competitions that are equal or greater than 0.5. The Selection Committee, when established, must be composed of, at minimum, two people. At least one member shall have knowledge, experience, and expertise in the area(s) of specialization of the course. Areas of specialization are those disciplines where the University of Guelph confers degrees in accordance with the Academic Calendars. At the University of Guelph-Humber, areas of specialization are the degree programs as per the Academic Calendar.
  - (2) At least one member of the Committee 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, or queer communities, aboriginal people, or persons with disabilities).

- (3) The Chair of the Selection Committee must ensure that all members of the Committee have attended an orientation session with DHR and FASR at least once during each three-year cycle.
- (4) The selection committee must establish a rubric for evaluating applicants' qualifications in advance of reviewing applications
- (f) Following completion of the hiring process, the Department shall make available electronically in the Department a summary of all semester work assignments indicating the course and employee(s) assigned to the course. The summary shall be made available no later than immediately following the second pay of the semester.

#### 11.05 Work Assignments covered under the Job Security Period

- (a) The University agrees to fulfill the terms and conditions of the Job Security Period as defined in 1.04 (n). Once per cohort year, the Union shall be provided with the names of all members with a Job Security Period in that year, the Department issuing the Job Security guarantee, and the number and level of appointments included in that guarantee, and the Department in which the work will occur.
- (b) While all work assignments will be posted, the Union agrees that the University determines and allocates those work assignments which form part of the Job Security Period (per 1.04 (n)), as indicated in the University's Offer of Admission, which shall not be exercised in an arbitrary or discriminatory manner.
- (c) Considerations for the allocation of work assignments which form part of the Job Security Period are:
  - (1) qualifications, competence, capability, skill and ability, and prior relevant experience;
  - (2) coverage of all required work assignments;
  - (3) meeting Job Security commitments;
  - (4) class schedule and availability; and
  - (5) stated preference.
- (d) Following considerations as per 11.05(c), and where the candidates are demonstrably equal in the opinion of the University, the more senior candidate will be awarded the work assignment.

## 11.06 Offers of Work Assignment

- (a) 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 accept 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 work assignment is covered by an Agreement between the University of Guelph and CUPE Local 3913 and a link to the Union's website;
  - (2) The contact email for the President: [president@cupe3913.on.ca](mailto:president@cupe3913.on.ca);
  - (3) department/school;
  - (4) date of the offer;
  - (5) name of employee, address, phone;
  - (6) type of appointment (i.e., GTA, UTA, GSA-1);
  - (7) the level of appointment (i.e., 1.0 (140 hours), 0.75 (105 hours), other (hours));
  - (8) additional details with respect to the work assignment;
  - (9) course information, as applicable;
  - (10) supervisor;
  - (11) lecture days and times (as applicable);
  - (12) start and end dates;
  - (13) wages;
  - (14) the response to the Offer of Work Assignment must be made online, a copy of which will be made available to the employee;

(15) an opportunity for the employee to request a printed copy of the Collective Agreement;

(16) 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; and

(17) 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 C), a copy of which will be provided to the 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.

(c) A link to the Employment Equity survey will be provided.

(d) Acceptance of the University's Offer of Work Assignment (per 11.06) shall be construed as an acceptance of the terms, conditions, and duration contained therein. The Union shall be copied on all Offers of Appointment for those work assignments covered by this Agreement.

#### 11.07 Voluntary Reduction in Workload

An employee who wishes to reduce their hours or semesters of work, as specified in the University's Offer of Admission, may request such changes in writing to the appropriate Department. A copy of the Department's response shall be forwarded to the Union.

#### 11.08 Academic Leave of Absence

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

#### 11.09 Approved Interruption in Work

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

**Article 12      Probation**

12.01

- (a) Subject to 1.04, employees shall be considered probationary for two (2) months of employment. In the case of new appointments under 1.04 (m) (1), the probationary period may be extended for a period not to exceed one (1) additional month of employment.
  
- (b) In circumstances where the University intends to extend an employee's probation period, following written notification to the employee and a copy to the Union, the Chair/Director shall meet with the employee and the Union Designate to discuss the reasons for the extension. In such cases, all records of the extension of probation shall be destroyed once the employee is deemed to have satisfactorily completed their probation.

## Article 13 Performance Evaluations

### 13.01

- (a) The performance evaluation of any employee shall be conducted in accordance with established University Policy and treated as confidential information between the employee and the University unless the employee chooses to share it with the Union. The results of such an evaluation shall not be used for the purpose of denying continuation in the academic program in which they are currently registered. Employees shall be provided with a copy of the evaluation within ten (10) days of such evaluation. The performance evaluation shall not be included in the employee's academic file. Where no evaluation has been carried out it shall be understood that the performance has been satisfactory.
- (b) An employee's work performance shall not be applied in any form against their academic pursuits at the University except with the written request of that employee. An employee's academic record shall not impact upon an employee's employment at the University except how such record may affect any decision under 11.04 (c).

### 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 their work performance be evaluated in accordance with this Article.
- (d) Prior to the performance evaluation, an employee may submit documentation they feel is relevant to their 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 nature.
- (g) Student evaluations will not be the sole consideration for issuing an overall rating of "Improvement Required" or "Unsatisfactory".

13.03 There shall be no electronic monitoring of employees by any member of the University, for any purpose, without the written consent of the employee. Such consent may be withdrawn at any time in writing.

13.04 Employees shall be given at least five (5) days' notice that a performance evaluation is to be conducted. Such evaluation shall take place at a mutually agreeable time.

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. 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.

13.06

- (a) Student evaluations of Teaching Assistants may form only one part of the information considered in the evaluation of employee performance.
- (b) In the event that student evaluations do form part of an employee evaluation, those student evaluations will not be the sole purpose for denying a work assignment to an employee.
- (c) Unsigned comments from student evaluations will not be used unless agreed to by the employee.
- (d) Student response rate in the evaluation of teaching will be an important consideration in the employee evaluation process.

13.07 Where an employee challenges their performance evaluation, through the grievance procedure, the employee and/or Union, prior to the first meeting as specified in the Grievance Procedure, may request in writing (and shall receive within five (5) days of such request), any records and/or documentation that were used as a basis for the evaluation.

**Article 14 Wages**

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.

**GSA-1/GTA**

Effective September 1, 2019: 0.5% base increase to Schedules A and B.

Effective September 1, 2020: 0.5% base increase to Schedules A and B.

Effective September 1, 2021: 0.5% base increase to Schedules A and B.

Effective September 1, 2022: 1.85% base increase to Schedules A and B.

**UTA**

Effective September 1, 2019: 0.5% increase to Schedules A and B.

Effective September 1, 2020: 0.5% increase to Schedules A and B.

Effective September 1, 2021: 0.5% base increase to Schedules A and B.

Effective September 1, 2022: 1.85% base increase to Schedules A and B.

**Schedule A - Semesterly; Hourly**

<b>GSA-1/GTA</b>	Sept. 1, 2019	Sept. 1, 2020	Sept. 1, 2021	Sept. 1, 2022
Base Increase	0 .5%	0 .5%	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
<b>Total</b>	<b>\$5,954.98</b>	<b>\$5,984.76</b>	<b>\$6,014.68</b>	<b>\$6,125.96</b>

<b>UTA</b>	Sept. 1, 2019	Sept. 1, 2020	Sept. 1, 2021	Sept. 1, 2022
Base Increase	0.5%	0.5%	0.5%	1.85%
Wage Component	\$23.85	\$23.97	\$24.09	\$24.54
Fellowship Component	\$3.02	\$3.04	\$3.06	\$3.12
<b>Total</b>	<b>\$26.87</b>	<b>\$27.01</b>	<b>\$27.15</b>	<b>\$27.66</b>

**Schedule B - Hourly**

<b>GSA-1/GTA</b>	Sept. 1, 2019	Sept. 1, 2020	Sept. 1, 2021	Sept. 1, 2022
Base Increase	0.5%	0.5%	0.5%	1.85%
Wage Component	\$32.32	\$32.48	\$32.64	\$33.24
Fellowship Component	\$10.20	\$10.25	\$10.30	\$10.49
<b>Total</b>	<b>\$42.52</b>	<b>\$42.73</b>	<b>\$42.94</b>	<b>\$43.73</b>

<b>UTA</b>	Sept. 1, 2019	Sept. 1, 2020	Sept. 1, 2021	Sept. 1, 2022
Base Increase	0.5%	0.5%	0.5%	1.85%
Wage Component	\$23.85	\$23.97	\$23.09	\$24.54
Fellowship Component	\$3.02	\$3.04	\$3.06	\$3.12
<b>Total</b>	<b>\$26.87</b>	<b>\$27.01</b>	<b>\$27.15</b>	<b>\$27.66</b>



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

14.03 Where it is determined, that as a result of a University oversight or error, an employee does not receive their wages as normally scheduled, the University will issue, as soon as possible, a cheque in the appropriate amount.

**Article 15 Office Space and Facilities**

- 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.
- 15.02 The University agrees to provide all employees with adequate access to, and use of, libraries, laboratories, course materials, duplicating services, office supplies, computing facilities, software, audio visual equipment, and any other University facilities required in the performance of, and preparation for, their contractual responsibilities at no cost to the employee, subject to the prior written approval of the employee's supervisor. Such approval shall not be unreasonably withheld. No employees shall be disciplined for being unable to fulfill their duties due to lack of access to a University computer.
- 15.03 The University agrees to provide employees with adequate and secure space, at no cost to the employee, for the storage of materials related to the academic enterprise, which the University has deemed to be confidential and/or sensitive in nature.

## **Article 16 Health and Safety**

16.01 The University and the Union acknowledge that the University and its employees have duties and responsibilities with regard to 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

- (a) The University shall make all necessary and advisable provisions (per the Central Joint Health & Safety Committee) for the occupational health and safety of employees.
- (b) The University shall provide training in the use of special equipment whenever it is required that the employee use such equipment as part of their work assignment. The time spent for training shall be included as part of the work assignment.
- (c) The University shall provide (at no cost to the employee) and employees shall wear appropriate protective clothing and/or other devices (e.g., emergency phone), which the University deems necessary to protect employees from workplace injury or hazard.
- (d) The University and the Union agree to participate in Local Joint Health & Safety Committees. All time spent at a Local Joint Health & Safety Committee's official meetings by an employee as a representative of the Union, shall be considered paid time and counted as either part of their semester hours of work or shall be paid at the appropriate wage rate, whichever is applicable, as soon as possible following their confirmed attendance at the meeting.
- (e) Further, all time spent at the Central Joint Health & Safety Committee's official meetings by an employee as a representative of the Union, shall be considered paid time and counted as either part of their semester hours of work or they shall be paid at the appropriate wage rate, whichever is applicable. It is understood that only one (1) employee in the Bargaining Unit may make this claim per semester and that the maximum number of hours that an employee may claim will be in accordance with the provisions of the Occupational Health and Safety Act.

16.03

- (a) In accordance with the applicable provisions of the Ontario Health & Safety Act, the University acknowledges the employee's right to refuse or stop working where the employee believes that their health and/or safety is in danger.
- (b) It is understood that no employee shall be disciplined in any way for having exercised their right to refuse work where the employee believes that their health and/or safety is in danger.

16.04 Normally, hazards in the workplace are reported to the employee's immediate supervisor. An employee working outside of normal business hours, who identifies a workplace hazard, shall

report the hazard to the University's Campus Police when the employee's immediate supervisor or Chair/Director of the Department cannot be reached. Campus Police will provide a report to the employee's Chair/Director and to Environmental Health & Safety as soon as possible for investigation.

- 16.05 The University has a zero-tolerance policy towards violent behaviour in the workplace. Workplace violence is defined as any incident in which an employee is threatened, coerced, abused or sustains physical, emotional, or psychological harm or injury in, at, or related to the workplace. It includes:
- (a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
  - (b) Any attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or,
  - (c) A statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to a worker in a workplace. Any reports of harassment, abuse or violence against or by an employee shall be investigated by the University and reported to the Union, along with the University's response to same.
- (1) It is expected that employees will report incidents of workplace violence to their immediate supervisor (and/or Campus Police as specific circumstance dictates) and, as necessary, file an incident report detailing the incident including any directly related damage to property. Such incidents reported to supervision will be investigated, and, as appropriate, a summary report of such investigation will be provided to the co-chairs of the Central Joint Health & Safety Committee.
  - (2) The Parties agree that information and training with respect to workplace violence is essential in promoting a safe and security conscious work environment and will work jointly to continue to enhance efforts in this regard.
  - (3) In the event that an employee is unable to work scheduled hours as a result of an incident as defined in this clause, the employee will not lose any compensation for those scheduled hours.

#### 16.06 International Day of Mourning

Further to the Collective Agreement between the Canadian Union of Public Employees, Local 3913, Units 1 and 2 and the University of Guelph, it is agreed that the University and the Union shall recognize the International Day of Mourning, for workers killed or injured on the job on such date (April 28) officially established each year, and in recognition, develop and publish a joint proclamation respecting the above. The University agrees to lower all flags flown at the workplace to half-mast in honour and in recognition of the Day of Mourning.



## **Article 17 Leaves of Absence**

### **17.01 Short-term Medical Leave**

- (a) A full-term appointment (i.e., 140 hours per semester) employee who is ill and unable to fulfill their hours of work, shall be granted short-term medical leave with pay, to a maximum of seven (7) hours (for which hours of work are scheduled), per semester.
- (b) For employees on a less than full-term appointment, their short-term medical leave with pay shall be prorated in accordance with the percentage workload (e.g., 0.5 appointment shall be granted 3½ hours short-term medical leave with pay).
- (c) An employee claiming short-term medical leave may be required to provide a medical certificate.
- (d) Unused short-term medical leave will not be accumulated from one (1) semester to the next.
- (e) An employee shall give notice to their immediate supervisor, or designate, of any illness that will prevent them from performing their duties.
- (f) In circumstances in which the employee is ill and unable to fulfill their hours of work in excess of the paid short-term medical leave provided for in 17.01 (a) or (b), the employee shall have the option to reschedule those hours, in consultation with their supervisor, in order to avoid a loss of pay.
- (g) An employee who is ill and unable to fulfill their hours of work for more than seven (7) hours shall be granted unpaid medical leave for the duration of their illness. Where the employee has worked at least one day of the work assignment, the employee will earn a seniority point.

### **17.02 Parental/Pregnancy Leave**

- (a) Purpose of Parental/Pregnancy Leave

Parental leave is offered to accommodate employees who bear children and/or who remain at home to care for children during the post-delivery or post adoption period.

- (b) Eligibility for Parental/Pregnancy Leave

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

- (1) the employee must have worked for the University for at least thirteen (13) weeks in the three (3) semesters immediately preceding the anticipated date of delivery or adoption; and
- (2) the employee must provide appropriate documentation of the birth or adoption of the child; and
- (3) the employee shall provide at least two (2) weeks written notice to their supervisor of the intent to commence parental/pregnancy leave; and
- (4) where both parents are qualified to take leave under this Article, the leave may be shared.

(c) Paid Parental/Pregnancy Leave

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 (EI) 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.

(d) Unpaid Parental/Pregnancy Leave

- (1) Eligible parents (per 17.02 (b)) are entitled to seventeen (17) weeks unpaid parental/pregnancy leave. This leave may commence up to seventeen (17) weeks prior to the expected date of delivery. In addition, as per EI, birth mothers are entitled to an additional thirty-five (35) weeks of unpaid parental leave, and other eligible parents an additional thirty-seven (37) weeks of unpaid leave. This leave must commence within fifty-two (52) weeks of the birth or adoption.
- (2) Other eligible parents who have worked for the University for thirteen (13) weeks in the three (3) semesters immediately preceding the anticipated date of delivery or adoption, are entitled to thirty-seven (37) weeks of unpaid parental leave. This leave must commence within fifty-two (52) weeks of the birth or adoption.

(e) An employee who takes parental/pregnancy leave and returns as a registered student following completion of the leave, shall have available any remaining commitment under their Job Security Period.

### 17.03 Bereavement Leave

- (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 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, brother, sister, step-brother, step-sister.
- (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) 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, grandchild, grandparent, aunt, uncle, niece, nephew.
- (c) Upon request, in the event of the death of a close companion, an employee shall be granted, at the time of death, a leave of absence with pay for one (1) day for which work has been scheduled. (Note: It is understood and agreed that companion means a person).
- (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 two (2) days of unpaid leave in addition to the paid leave available as applicable under (a) or (b).
- (e) If requested, additional time off without pay may be granted by the Chair/Director. Such time shall not be unreasonably withheld.

### 17.04 Family Responsibility Time

- (a) It is agreed that the provision of Family Responsibility Time, separate from short-term medical leave, is intended to assist an employee in balancing their family and work responsibilities. Short-term medical leave shall be used only to provide an employee with income during their own illness.
- (b) Upon request, (in advance if possible) an employee shall be granted three (3) hours (for which work has been scheduled) of paid Family Responsibility Time per semester to attend to family responsibilities. For the purposes of this provision, family is defined as spouse (or equivalent), child, step-child, parent or step-parent. Unused Family Responsibility Time shall not accumulate from one (1) semester to the next.
- (c) In circumstances in which the employee requires additional Family Responsibility Time (i.e., in excess of the three (3) hours provided in 17.04 (b)), it is the responsibility of the employee to make up for any contact hours and/or any student visiting office hours that were missed. These arrangements shall be made in consultation with their supervisor in order to avoid a loss in pay.



#### 17.05 Academic Conference Leave

If an employee is attending an academic conference, the employee and the supervisor may re-schedule the employee's work such that the employee may attend without any loss in pay. Should reasonable arrangements not be possible, the supervisor may grant paid leave of up to two (2) days on which hours of work have been scheduled per semester to attend academic conferences.

#### 17.06 Union Leave

Any employee elected or appointed to a position in the Union is entitled to a renewable unpaid leave of up to one (1) year.

#### 17.07 Jury Duty

Upon written request, supported by a copy of the supporting court documents, an employee shall be granted paid leave to appear for or serve jury duty, provided that such appearance and/or service actually conflicts with the employee's scheduled hours.

#### 17.08 No Loss of Seniority

An employee exercising their right for leave under this Article shall suffer no loss of seniority.

#### 17.09 Accommodation of Childcare

Supervisors shall consider requests from employees for scheduling and rescheduling of assigned duties and student contact hours in order to accommodate childcare arrangements. Supervisors shall make every reasonable effort to accommodate such requests.

#### 17.10 Arbitration Hearing Leave

If a hearing for a matter submitted to arbitration as per 8.06 is scheduled before an employee is offered a work assignment and the employee must attend the hearing as the grievor, a witness, or a party adversely affected, the employee and the supervisor may reschedule the employee's work such that the employee may attend without any loss in pay. Should reasonable arrangements not be possible, the supervisor shall grant paid leave of up to three (3) days on which hours of work have been scheduled per semester to attend arbitration hearings.

**Article 18      Vacations and Holidays**

18.01 The sum of 4% vacation pay shall be included in the wages, on a bi-weekly basis, as set out in Schedule A.

18.02

- (a) No employee shall be required to work on any day designated as a holiday by the University's calendar.
- (b) Where an employee is required to work on any day designated as a holiday by the University calendar, the employee shall be remunerated at the rate of pay as specified in Schedule B over and above their regular pay.

18.03 An employee shall be entitled to reschedule their hours of work with no loss of pay to observe established holy days as per their religious beliefs. The employee shall notify their 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 themselves with established holy days as listed by the University of Guelph's Office of Diversity and Human Rights.

**Article 19      Benefits**

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 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

- (a) The Fund shall be disbursed proportionally among 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 semesters. Prior to electronic reimbursement, via payroll, FASR will provide notification to the Union of the names and applicable reimbursement amount 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 paycheque 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 the last academic year of the life of the Agreement will be transferred to the Supplemental Benefit Plan.

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

(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 University harmless from any and all claims which may be made against it by an employee(s) for amounts provided in this Article.

### 19.03 Emergency Financial Assistance Fund

- a) The University agrees to pay the Union, by September 15, the following amounts for 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
- b) The Union is responsible for disbursing the majority of the annual payment to employees within twelve (12) months of receipt of each payment from the University.
- 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.
- d) The Union shall develop criteria for disbursement and shall bring proposed criteria to the Labour Management Committee for discussion prior to adoption by the Union. If the Union decides to change the criteria, the proposed changes shall also be brought to the Labour Management Committee prior to adoption by the Union.
- e) The Union will provide, to the University, on an annual basis, a report summarizing the allocations of the University's contributions.
- f) The University's sole obligation under Article 19.03 is to provide the above-noted payments to the Union within the relevant time periods. The Union will indemnify and save the University harmless from any and all claims which may be made against it by an employee(s) for amounts provided in this Article.

## **Article 20 Seniority**

20.01 For the sole purpose of selection for work assignments as outlined in 11.04, 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:

- (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; and
- (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.

### 20.02

- (a) Seniority shall not be lost or reduced for any reason except dismissal, withdrawal from the University, or failure to obtain Bargaining Unit work for a period of four (4) consecutive semesters.
- (b) Resignation from a work assignment shall result in the loss of that particular seniority point only.
- (c) Failure to complete a work assignment due to illness shall not result in the loss of the seniority point for that assignment.
- (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.
- (e) The University agrees that no employee who has accepted a work assignment will have their number of hours in that semester reduced during that semester contract period.

## **Article 21 Academic Freedom**

21.01 Within the limits noted in this Article, the University accepts its responsibilities to employees in upholding their right to academic freedom. Academic freedom is defined as the freedom to undertake the following without fear of institutional censorship:

- (a) teach and learn; and
- (b) to speculate and comment, criticize and express divergent opinions without deference to prescribed doctrine (but subject to the Human Rights Code and the University of Guelph Human Rights Policy and Procedures document), as well as the right to criticize the University at large.

21.02 In agreeing to work assignments, employees accept their responsibility for completing said work assignments with due regard for any and all Province of Ontario laws, University of Guelph policies and procedures, provisions of this Collective Agreement, and all University identified limitations in course design, content, and methods for delivery. The University shall identify those policies and procedures that are applicable to employees.

21.03 Subject to 21.01, when work assignment's objectives, content and delivery are fully and carefully prescribed by the University, employees shall responsibly and completely fulfill said work assignments as prescribed. In prescribing such objectives, content and delivery, the University shall also provide the training, workplace facilities and support services that, after consultation with the employee, it deems both essential and necessary.

21.04 When work assignments permit employees to have a wider degree of latitude than is possible in assignments included in 21.03, employees may develop and deliver said assignments once the course content and structure have been approved by the Chair(s)/Director(s) of the unit(s) concerned. Such approval shall not be unreasonably denied.

## **Article 22      Technological Change**

- 22.01 No employee shall suffer a reduction of regular earnings as a result of any technological change introduced during a work assignment.
- 22.02 The University shall, prior to implementation, inform the Union of any significant technological changes (including for example, any plan to significantly change methods of course delivery) which when implemented will directly affect the employees of the Bargaining Unit. In such cases, the Union and employees shall be provided at least thirty (30) days' notice of such change. This will be facilitated through the Labour/Management Committee. Upon receipt of such notice, the Union may request, in writing to the Assistant Vice-President, FASR, that the Labour/Management Committee convene a meeting, during the thirty (30) day period, with appropriate representatives of the University (as determined by the University) to provide the Union the opportunity to make a presentation on the issue including suggestions for minimizing any negative impact to employees directly affected by the changes.

**Article 23      Duration**

23.01 The terms of this Agreement shall be in effect from September 1, 2019 to August 31, 2023, 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.

SIGNED on    August 18, 2020, at Guelph, Ontario.

On Behalf of CUPE Local  
3913 (Unit 2)

On Behalf of the  
University of Guelph



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Dr. Scott Duchesne  
President  
CUPE Local 3913

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Laurie Arnott  
Assistant Vice-President  
FASR



## **Appendix A Policy on HIV/AIDS**

The University of Guelph recognizes the importance of educational programs to increase awareness of HIV/AIDS-related issues, decrease stigma for people living with HIV/AIDS, and to support the health and well-being of its students and employees. The University encourages the development of educational programs about HIV/AIDS and related social issues for students and employees. The University of Guelph will not discriminate against any student or employee living with HIV or AIDS. Particularly:

- (a) The University of Guelph will not refuse admission to any qualified student living with HIV or AIDS;
- (b) The University of Guelph will not refuse employment to any qualified applicant living with HIV or 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 Student Health Services and at Occupational Health and Wellness if they so elect. The University of Guelph will not track HIV testing of its students or employees;
- (d) If and when situations related to HIV or AIDS arise and cause concern, the University will respond to each case on its own merits. In such cases the University will seek informational expertise on HIV-related issues from another party. This may involve liaison between University Departments, Health Services and off-campus medical experts, including the Medical Officer of Health;
- (e) The University of Guelph will not release the name and/or photo in conjunction with a person's HIV status, unless required to do so by law;
- (f) Individuals and parties that may receive information about an individual's HIV status when processing medical claims, doctor's notes, or in any other circumstances will keep this information confidential.

Note: The above policy may be amended from time to time.

## **Appendix B Definition of Sexual and Gender Harassment**

For the purposes of Human Rights at the University of Guelph, sexual and gender harassment are deemed to include, but are not limited to:

- (a) unwanted sexual attention or behaviour, consisting of one (1) or a series of incidents by an individual or group who knows or ought reasonably to know that such attention is unwanted;
- (b) unwanted sexual activity of a physical nature, including intercourse;
- (c) harassment on the basis of sexual orientation;
- (d) implied or expressed promise of reward for complying with a sexually oriented request;
- (e) actual reprisal or an implied or expressed threat of reprisal for refusal to comply with a sexually oriented request;
- (f) actual denial of opportunity or an implied or expressed threat of denial of opportunity for refusal to comply with such a request;
- (g) behaviour based on sex when it has the effect of creating an intimidating, hostile or offensive environment for work, study or University life;
- (h) demeaning or belittling remarks, jokes, slurs, innuendoes or taunting about the sex or body of an individual or group; and
- (i) displaying in University areas pictures, graffiti or materials that denigrate one of the sexes.

Sexual and gender harassment can be physical, verbal, visual or written (including electronic media); can involve individuals or groups; can be one (1) incident or a series of incidents; and can occur on campus or off, during working hours or not. Sexual harassment does not refer to relationships between responsible, consenting adults.

Note: The above definition may be amended from time to time.

**Appendix C Assignment of Work Agreement (Unit 1)**

**ASSIGNMENT OF WORK AGREEMENT (Unit 1)**

<b>Date:</b>		<b>Employee Name:</b>	
<b>Academic Unit:</b>		<b>Supervisor:</b>	
<b>Course:</b>		<b>Semester(s)</b>	
<b>Type of Work Assignment:</b>	<input type="checkbox"/> GTA / <input type="checkbox"/> UTA / <input type="checkbox"/> GSA-1		
<b>Start Date:</b>		<b>End Date:</b>	

Offer of Appointment Details:
-------------------------------

<b>Duties</b>	<b>Hours</b>	<b>Details</b>
Orientation/Training:		
Preparation:		
Attending Lectures:		
Conducting Labs/Seminars:		
Grading ( <b>including dates by which grading must be completed</b> ):		
Office Hours:		
Student Consultation:		
Supervisor/TA Meetings:		<input type="checkbox"/> Initial Meeting (as per 10.02(a))

Invigilating Exams:		
Supervising Field Trips:		
Other Duties (Specify):		
Total Hours/ Semester:		
Extra Hours (If any):		

<b>Comments (First Meeting)</b>		Date:	
Supervisor Signature:		Employee Signature:	

<b>Comments (Second Meeting)</b>		Date:	
Supervisor Signature:		Employee Signature:	

*\*Keep one copy of this agreement for your records, give one copy to the employee.*

## Appendix D Teaching and Career Development Fellowships

Sponsored by the Provost's Office, 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.

SIGNED on August 18, 2020, at Guelph, Ontario.

On Behalf of CUPE Local  
3913 (Unit 2)

On Behalf of the  
University of Guelph



---

Dr. Scott Duchesne  
President  
CUPE Local 3913

---

Laurie Arnott  
Assistant Vice-President  
FASR

**Letter of Understanding 1**  
**Guelph-Humber Work Assignments**

Without prejudice to 2.01, GTAs, GSA-1s, and UTAs appointed and employed by the University of Guelph at its main campus but where the employee's work assignment is working at the University of Guelph-Humber campus, then the employee will be deemed to be covered by the terms of the Unit 1 Collective Agreement.

SIGNED on August 18, 2020, at Guelph, Ontario.

On Behalf of CUPE Local  
3913 (Unit 2)

On Behalf of the  
University of Guelph



---

Dr. Scott Duchesne  
President  
CUPE Local 3913



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Laurie Arnott  
Assistant Vice-President  
FASR

**Letter of Understanding 2**  
**Commitment to Assistant Work Assignments**

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.

<p>On Behalf of CUPE Local 3913 (Unit 2)</p> 	<p>On Behalf of the University of Guelph</p> 
<p>Dr. Scott Duchesne President CUPE Local 3913</p>	<p>Laurie Arnott Assistant Vice-President FASR</p>

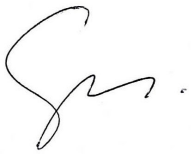
**Letter of Understanding 3**  
**UTAs and GTAs**

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

SIGNED on August 18, 2020, at Guelph, Ontario.

On Behalf of CUPE Local  
3913 (Unit 2)

On Behalf of the  
University of Guelph



---

Dr. Scott Duchesne  
President  
CUPE Local 3913

---

Laurie Arnott  
Assistant Vice-President  
FASR





**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.

<p>On Behalf of CUPE Local 3913 (Unit 2)</p>  <hr/> <p>Dr. Scott Duchesne President CUPE Local 3913</p>	<p>On Behalf of the University of Guelph</p>  <hr/> <p>Laurie Arnott Assistant Vice-President FASR</p>
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**Letter of Understanding 5**  
**Application for Work Assignments**

It is understood that individuals who make application for work assignments contained within the Bargaining Unit but who are not employees as defined in Article 1 shall make application in accordance with the provisions of Article 11. Similarly, consideration and selection of such applications shall be made in accordance with the provisions of Article 11.

It is further understood, however, that such applicants as non-employees do not have rights to other provisions of the Collective Agreement.

Individuals holding seniority, as per Article 20, at the time of application are not considered to be non-employees for the purpose of this Letter.



SIGNED on August 18, 2020, at Guelph, Ontario.

<p>On Behalf of CUPE Local 3913 (Unit 2)</p>  <hr/> <p>Dr. Scott Duchesne President CUPE Local 3913</p>	<p>On Behalf of the University of Guelph</p>  <hr/> <p>Laurie Arnott Assistant Vice-President FASR</p>
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**Letter of Understanding 6**  
**Archiving of Work Assignment Postings**

It is understood that work assignment postings, once posted to the job posting website for TAs, GSA-1s, & Sessional Lecturers, shall not be erased, but shall instead be archived for a period of no less than seven (7) years in a database format in such a way as to be searchable and accessible. The Union shall have access to the archive and to the database and will be consulted about the needs of the system that will be created to archive work assignment postings.



SIGNED on August 18, 2020, at Guelph, Ontario.

<p>On Behalf of CUPE Local 3913 (Unit 2)</p>  <hr/> <p>Dr. Scott Duchesne President CUPE Local 3913</p>	<p>On Behalf of the University of Guelph</p>  <hr/> <p>Laurie Arnott Assistant Vice-President FASR</p>
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**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 their 'prescribed program,' as described in 11.04 (d) (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 Departments of the elected Local Union Executive.

SIGNED on August 18, 2020, at Guelph, Ontario.

<p>On Behalf of CUPE Local 3913 (Unit 2)</p>  <hr/> <p>Dr. Scott Duchesne President CUPE Local 3913</p>	<p>On Behalf of the University of Guelph</p>  <hr/> <p>Laurie Arnott Assistant Vice-President FASR</p>
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**Letter of Understanding 8  
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>



SIGNED on August 18, 2020, at Guelph, Ontario.

<p>On Behalf of CUPE Local 3913 (Unit 2)</p>  <hr/> <p>Dr. Scott Duchesne President CUPE Local 3913</p>	<p>On Behalf of the University of Guelph</p>  <hr/> <p>Laurie Arnott Assistant Vice-President FASR</p>
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**Letter of Understanding 9**  
**Mental Hazards**

Where the University conducts a review to identify mental hazards in the workplace which involves employment matters for Unit 1 and/or Unit 2 Members, the Union will receive a copy of all materials distributed to the bargaining unit Members.

SIGNED on August 18, 2020, at Guelph, Ontario.

<p>On Behalf of CUPE Local 3913 (Unit 2)</p>  <hr/> <p>Dr. Scott Duchesne President CUPE Local 3913</p>	<p>On Behalf of the University of Guelph</p>  <hr/> <p>Laurie Arnott Assistant Vice-President FASR</p>
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**Letter of Understanding 10**  
**DVSc Hiring Process**

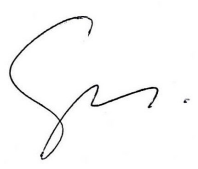

WHEREAS the DVSc program consists of clinical positions that typically last nine or twelve consecutive semesters;

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 per semester in an academic year, 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);
  - e. Article 11.05 (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 JSP. Duties assigned to employees in the same position will be equitably distributed.

SIGNED on August 18, 2020, at Guelph, Ontario.

On Behalf of CUPE Local 3913 (Unit 2)	On Behalf of the University of Guelph
	
Dr. Scott Duchesne President CUPE Local 3913	Laurie Arnott Assistant Vice-President FASR

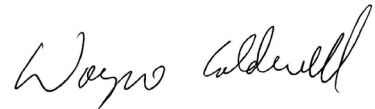




## Letter Regarding Intellectual Property

The University's Policy on Intellectual Property applies to, amongst other employee groups and students, employees covered by the terms and conditions of CUPE Local 3913, Units 1 and 2. Ownership of IP will be vested with the creator(s) subject to the provisions outlined in the Policy.

Sincerely,

A handwritten signature in cursive script that reads "Wayne Caldwell".

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Wayne Caldwell

Interim Associate Vice-President, Research (Strategic Partnerships)

## 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 may choose to discuss with their Department Chair/Director and/or supervisor teaching experience in their academic unit.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Bradshaw". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

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Benjamin Bradshaw  
Associate Vice-President, Graduate Studies

## Letter Regarding Quality of Education

The University of Guelph is committed 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, critical inquiry, and active learning. Its aim is to serve society and to enhance the quality of life through scholarship. To this end, the members of CUPE Local 3913 are an integral and valuable part of this pursuit.


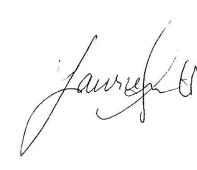
Sincerely,

A handwritten signature in cursive script that reads "Charlotte Yates".

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Charlotte Yates  
Provost & Vice-President (Academic)

SIGNED on August 18, 2020, at Guelph, Ontario.

On Behalf of CUPE Local 3913 (Unit 2)  _____ Dr. Scott Duchesne President CUPE Local 3913	On Behalf of the University of Guelph  _____ Laurie Arnott Assistant Vice-President FASR
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Members of the CUPE Local 3913 Bargaining Team (Alphabetical):

Brittany Andor (Past Executive Officer), Scott Duchesne (President), Soroush Ebadi (Finance Officer), Mohammad Hedari (Vice President External), Muhammad Muhaiminul Islam (Vice President Internal), Ahmed Mahmood (Unit 2 Steward), Manuel Marques (Labour Relations Coordinator), Jennifer Mizerovsky (CUPE National Representative), Yesha Patel (Equity Officer), Abu Siddiqe (Grievance Officer).

Members of the University of Guelph Bargaining Team (Alphabetical):

Laurie Arnott (Assistant Vice-President, FASR), Andrew Bailey (Associate Dean Research and Graduate Studies, COA), Daniel Draper (Director, FASR), Carol Ann Higgins (Chief Finance Officer, OVC), John Runciman (Chair, School of Engineering, CEPS), John Walsh (Vice Provost, University of Guelph-Humber).