

**CUPE 3913 (UNIT 1) MEMORANDUM OF SETTLEMENT  
SEPTEMBER 1, 2019 to AUGUST 31, 2023**

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

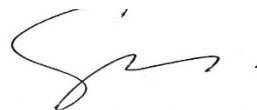
Re: Renewal Agreement

1. The Parties agree to the terms of this Settlement as constituting a full and final settlement of all matters in dispute with respect to the Parties on this matter.
2. The University and the Union negotiating teams have tentatively agreed to the Articles, Appendices, Schedules, Letters and Memorandums, attached hereto in Appendix A. The renewed collective agreement shall be in the same form as the current collective agreement other than as modified in Appendix A.
3. The Parties agree that each will recommend to its respective principals the ratification of the Renewal Agreement and the complete acceptance of the terms of this Settlement.
4. The Parties agree that unless stipulated otherwise all terms and conditions of the Renewal Agreement are deemed retroactive to September 1, 2019.
5. The Parties agree to make all necessary housekeeping amendments to the Renewal Agreement in order to give effect to the overall intentions of the Parties.
6. The Parties warrant that each of the signatories of this Agreement is authorized to bind its respective Party.

For the University



For the Union



Appendix A

4.05

Unless otherwise specified, all correspondence between the Parties shall be emailed between the office of FASR and the office of the Local Union.

5.04 [NEW]

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.

6.01

- (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 list of spreadsheet indicating the pay period covered by the deduction and the following information: names, employment status, Departments, job titles and 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.

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- (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 required 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 ~~mail~~ 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.

6.03

- (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 of the Union's choice, with the printer's Union logo clearly visible.

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.

6.10

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.

6.11

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.

6.12

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.

6.13

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

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- (4) Human Rights Advisory Group

6.14

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 2 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.

8.01

- (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 ~~may~~ 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 ~~include but not~~ 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.

8.06 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 ~~other~~ responding Party shall name nominate a nominee, provided however, that if ~~the such~~ Party fails to name nominate a nominee the appointment shall be made by the Minister of Labour upon the request of either Party. as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the Party invoking the arbitration procedure. The two (2) nominees ~~so nominated~~ shall attempt to select, by agreement, a Chair of the Board of Arbitration. If they are unable to agree upon ~~such~~ a Chair within a period of ten (10) days, either may then request the Minister of Labour ~~for the Province of Ontario~~ 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

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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) ~~Notwithstanding all of the provisions of Article 8, the Party submitting the matter to arbitration may propose the selection of one (1) person as an arbitrator to whom any such grievance may be submitted for arbitration and such person~~ 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 ~~hereto~~ will bear ~~the~~ fifty (50) percent of any expense of the sole arbitrator or the expenses of their nominee appointed by it 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:

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- (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.

10.01

*[Note: 10.01(a) has been split into 10.01(a) and (b) for clarity. There are no language changes.]*

- (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.

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, ~~grading times~~, and estimated hours of work, if possible, with the employee having opportunity 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.

11.01

- (b)
  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).

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- (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 (~~see also 11.02(d)~~). 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. ~~In addition, the start and end dates for these appointments shall coincide with those established by the University.~~
- (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 ~~with regard to~~ 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.

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 ~~five (5)~~ six (6) days prior to the commencement of the work assignment.
- (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 ~~will first access any applications which are currently on file in the Department. If there are no suitable applicants or applicants available from amongst the applications currently on file, 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, in writing, within ten (10) days following such assignments.

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- (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. 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. In addition, the start and end dates for these appointments shall coincide with those established by the University.~~

11.04

(e)

- (i) 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, ~~with knowledge, experience, and expertise.~~ 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.
- (ii) ~~of which~~ 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).
- (iii) 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.
- (iv) The selection committee must establish a rubric for evaluating applicants' qualifications in advance of reviewing applications.

11.06

(b)

- (1) a statement that indicates that this work assignment is covered by an Agreement between the University of Guelph and CUPE Local 3913. ~~The text of the current Collective Agreement is available on the Union's website (cupe3913.on.ca) and the University's website (uoguelph.ca/sessional\_ta)~~ and a link to the Union's website;
- (2) The contact email for the President: president@cupe3913.on.ca;

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

14.01

*The Parties agree that Article 14.01 will be amended as required to implement wage increases equal to:*

2019/20 – 0.50%



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2020/21 – 0.50%  
2021/22 – 0.50%  
2022/23 – 1.85%

17.01

(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.XX 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.

19.01 University Health Insurance Plan (UHIP)

(a) The University shall provide, on an annual basis, ~~(first week of September)~~ a \$100,000 ~~pool~~ 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

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 three semesters. Prior to electronic reimbursement, via payroll, FASR will provide notification to the Union of the names and applicable reimbursement amount ~~of offset reimbursement~~ to be provided to eligible members. Any remaining portion of the pool shall be carried forward, during the life of the Agreement, to the subsequent year for allocation in that year.

(b) The University will administer the reimbursement process, without need for application by members, and in a timely manner. The Parties agree to adjust the manner in which the pool is allocated through mutual agreement. The employee's 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.

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- (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 2018-2019 last academic year of the life of the Agreement will be transferred to the Supplemental Benefit Plan ~~remain with the University.~~

**19.02 Supplemental Benefit Plan**

- (a) On an annual basis (first week of September), the University will provide \$275,000 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.

**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

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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.

23.01

The terms of this agreement shall be in effect from ~~September 1, 2016 to August 31, 2019~~ 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.

RENEW Appendix A (Policy on HIV/AIDS)

RENEW Appendix B (Definition of Sexual and Gender Harassment)

RENEW and AMEND Appendix C (Assignment of Work Agreement (Unit 1))

Amend “Grading:” under “Duties” to “Grading (including dates by which grading must be completed):”

RENEW Appendix D (Teaching and Career Development Fellowships)

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

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

RENEW Letter of Understanding #3 (UTAs and GTAs)

RENEW Letter of Understanding #4 (Student Stipend)

RENEW Letter of Understanding #5 (Application for Work Assignments)

RENEW Letter of Understanding #6 (Archiving of Work Assignment Postings)

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

DELETE Letter of Understanding #8 (Membership on Committees)

DELETE Letter of Understanding #9 (Employment Equity)

RENEW Letter of Understanding #10 (Sexual and Domestic Violence)

NEW Letter of Understanding #11 (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.

NEW Letter of Understanding #12 (DVSc Hiring Process)

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

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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 agreement 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.

RENEW Letter Regarding Quality of Education

RENEW Letter on 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. ~~It is the University's intention in this revised policy that~~ Ownership of IP will be vested with the creator(s) subject to the provisions outlined in the Policy.